

no. 1143-094

fully paid according to the terms hereof, and upon Surrender by Purchaser to Seller of this Agreement, convey to Purchaser the said premises, free and clear of all encumbrances except unpaid taxes and assessments, if any, thereon imposed or maturing subsequent to the date of this agreement, and deliver to the Purchaser a full warranty deed; but it is expressly understood and agreed that said conveyance by the deed to Purchaser shall be subject to the following conditions, restrictions and limitations, which are an essential part of this agreement viz.

8. That Purchaser agrees to pay to the Seller all costs or expenses that Seller may, at any time, incur in the enforcement of any of the terms, conditions, provisions or covenants contained in this Contract that Purchaser may have failed to keep, observe, and perform.

9. That time of payment shall be of the essence of this Contract.

10. That all payments made under this Contract must be made to and receipted for by Seller and no receipt by any other party shall be binding upon Seller.

11. That all notices to Purchaser hereunder shall be sent by mail to the Purchaser's address herein set forth, unless Purchaser shall have furnished in writing a difference of address to Seller and the receipt thereof shall have been confirmed in writing by Seller to Purchaser.

12. That this agreement is not transferable from Purchaser to another without the written consent thereto first being obtained from Seller.

13. That neither this agreement, nor any part thereof, nor any of the rights secured to either of the parties thereof, may be waived, modified, supplemented or otherwise altered, unless in writing, duly signed by all of said parties.

14. That this agreement in all of its terms, conditions and stipulations shall bind all of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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