

of Seller, be applied first to the repayment of any sums Seller shall have expended in accordance with the terms hereof.

Time is of the essence of this Agreement; and if default be made and continue for a period of thirty (30) days in the payment of any of the installments of principal, interest, or any other items hereinbelow stipulated, when the same become severally due hereunder, or in the payment of any other sum herein agreed to be paid by Buyer, or if default be made in the performance by Buyer of any other agreement, covenant, or obligation of Buyer hereunder, then, in either or any of said events, the whole unpaid balance due under the terms of this Agreement shall, at the option of Seller, immediately become due and payable and Seller may, at her option, (a) terminate by simple declaration of her election so to do, with or without notice, all of Buyer's rights under this Agreement and all of Buyer's right, title and interest in the property; or (b) terminate all of Buyer's rights under this Agreement and all of Buyer's right, title and interest in the property in any appropriate proceeding, legal or equitable; or (c) enforce Buyer's obligations hereunder in any appropriate proceeding, legal or equitable. Buyer agrees to pay all costs and expenses, including a reasonable sum for attorney's fees incurred by Seller in terminating Buyer's rights under this Agreement or claims to the property or in enforcing any or all of the terms of this Agreement, and in appropriate judicial proceeding if any are initiated to establish or maintain Seller's right or title to, and possession of, said property after breach by Buyer, free of any title or claims of Buyer.

The provisions of the above paragraph shall also apply, at the option of Seller, to (a) any violation or breach of any of the covenants, conditions, or restrictions indicated in this Agreement or which may be of record, and (b) to any violation of any laws or ordinances in any manner affecting said property.

(a) Upon Seller exercising her right of termination as provided in the paragraph listed above, all rights and interest hereby created and then existing in Buyer and in all claiming under Buyer, shall