

fails to remedy such default within ten (10) days after receipt of such written notice, the Seller, at his option, may declare all sums then outstanding immediately due and payable on demand. In the event suit is brought to collect the sums due hereunder, the Buyer shall pay to Seller, in addition to the sum then due, all costs and expenses incurred by the Seller, together with a reasonable attorney's fee.

7. Time and Definition of Words. Time is of the essence of this agreement. The words "Seller" and "Buyer" as used herein shall include the masculine and the feminine gender, singular and the plural, and shall include any person, partnership or corporation as the context may require.

8. Entire Agreement. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Buyer and the Seller, their heirs, assigns, successors, executors and administrators.

9. Risk of Loss. Destruction of, or damage to, any building or other improvements now or hereafter placed on the property, or of timber, or of any personal property, if any, described in this contract, whether from fire or any other cause, shall not release the Buyer from any of its obligations under this contract; it being expressly understood that the Buyer bears all risk of loss, to or damage of, the property.

10. Mechanics Liens. The Buyer shall indemnify and hold the Seller and the property of the Seller, including the Seller's interest in the property, free and harmless from liability for any and all mechanics' liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the property by the Buyer.

11. Waiver of Breach. A waiver by the Seller of any breach of any of the provisions of this agreement required to be performed by the purchaser shall not bar the rights of the Seller to avail itself of any subsequent breach of any such provisions.

IN WITNESS WHEREOF, Buyer and Seller have caused this Bond for Title to be executed in duplicate this 15th day of June, 1982.

In the presence of:

Deborah D. Patrick J. Howard Dean
James A. Johnson Stephan Dean
SELLERS

Robert L. Ware HERITAGE BIBLE CHURCH
Thomas L. Hill BY J. P. Cunningham
BY Frank E. Neal
BY William R. Hollinger
BUYER

B 3 1 0

4328 RV-2