

same, without suit or resort to any court, eviction, foreclosure or other legal or equitable remedy. Provided, however, that the rights of the Seller herein shall not be construed to exclude any other remedy, suit or action available to Seller in law or equity for the enforcement of this Bond for Title, or any amounts due thereon, in which event court costs and reasonable attorneys' fees shall be added to the balance of the purchase price hereunder. The Buyer further covenants that in the event the taxes and insurance shall not be paid when due or in the event the Buyer fails and neglects to carry out any of the remaining terms, conditions and obligations (other than payment of purchase price) set forth in this Bond for Title, the Seller shall give written notice duly transmitted by regular United States Mail addressed to the last known mailing address of the Buyer notifying the Buyer of such default, and if the Buyer fails to remedy such default within ten (10) days after said notice is deposited into the United States Mail with proper postage affixed, the Seller may declare this Bond for Title terminated, null and void and the Seller's rights and remedies set forth hereinabove in this section shall apply to the parties herein.

7. TIME IS OF THE ESSENCE. BOND FOR TITLE  
NON-ASSIGNABLE. ENTIRE AGREEMENT. Time is of the essence of