Should any portion of the purchase price be collected by an attorney or through other legal proceedings of any kind, the purchaser agreed to gay in addition to the principal and interest as agreed upon an attorney's fee of 10% beside all costs and expenses incidental upon such collection which shall be added to the amount due upon the contract and being collectible as part thereof.

and building on said land for not less than Five Thousand (\$5,000.00) Dollars in a company or companies which shall be acceptable to the seller and to keep the same insured from loss or damage by fire and extended coverage during the continuation of this contract and make loss under the policy or policies of insurance payable to the seller, and in the event that the purchaser shall at any time fail to keep said insurance, then the seller may chase the same to be insured as above provided and be reimbursed for the premium expense for such insurance under this contract.

Taxes for the year 1956 shall be prorated as of the first day of June, 1956.

It is agreed that time is the essence of this contract and if the said payments are not made when due, the seller shall be discharged in the law and equity from all liability to make the deed as provided above and may treat the purchaser as a tenant holding over after termination or contrary to the terms of this contract and shall be entitled to claim and recover or retain the sum of Fifty (\$50.00) Dollars per month for rent or by way of liquidating damages or may enforce payment of this note and contract.