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paid to the Seller the sum of One Hundred and No/100 (\$100.00) Dollars, with the sealing of these presents, for the purpose of defraying legal fees and other expenses connected with this contract and the first years' hazard insurance premium; and they further agree to deposit with the Seller the sum of Twelve and 68/100 (\$12.68) Dollars on the first day of each month hereafter, in addition to the aforesaid monthly payment of principal and interest, in order to establish and build an "escrow account" for the payment of property taxes and hazard insurance premiums. The Seller agrees that he will pay such taxes and hazard insurance premiums. The Seller agrees that he will pay such taxes and insurance premiums from this account as the same shall become due; but it is understood and agreed that should the said payment of \$12.68 at any time be insufficient for that purpose, the Seller may require that additional amounts be deposited by the Purchasers in such "escrow account".

It is further understood and agreed that the above-described property is presently encumbered by a mortgage in the approximate sum of Eight Thousand, Five Hundred and No/100 (\$8,500.00) Dollars given by Seller to First Federal Savings and Loan Association, but that the Seller agrees that he will continue to make the monthly payments thereon as the same shall become due and payable and that said mortgage shall be fully satisfied prior to the delivery of any deed hereunder.

It is further agreed that at such time as the above consideration, together with interest, has been paid in full, the Seller will execute and deliver to the Purchasers a general warranty deed to the above described premises, free of liens and encumbrances.

It is further agreed that time is of the essence of this contract, and if the payments are not made when due, the Seller, without notice to the Purchasers shall be discharged in law and in equity from all liability to make said deed, and may treat said Purchasers as tenants holding over after termination, and the Seller shall be entitled to claim and recover, or retain, if already paid, the sum of \$ 90.00 per month for rent, or by way of liquidated damages; provided, however, that should it become necessary for the balance due hereunder, or any part thereof, to be collected by an attorney or through legal proceedings of any kind, a reasonable

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