- 4. It is understood and agreed between the Seller and the Purchasers that the Seller has a construction loan against the subject property in the original amount of \$31,200.00 with First Federal Savings and Loan Association. Seller agrees to keep the mortgage current at all times during the term of this contract and at such time as Purchasers qualify to assume said mortgage, Seller agrees to reduce the balance thereon to a figure which is equal to the balance due under this Bond for Title.
- 5. In consideration of the covenants and agrees on the part of the Seller, the Purchasers agree to purchase said property and to pay the purchase price, interest, taxes and insurance and applicable assessments, in the manner stiputed above.
- 6. Time is of the essence of this Agreement, and upon failure of the Purchasers to make any payments under this Agreement within fifteen days of its due date, the Seller may immediately declare this contract terminated, retain all sums as liquidated damages and/or rent, and be entitled to immediate possession of the premises through Magistrate's Court proceedings as in the case of a defaulting to ant at will. In the event this contract is placed in the hands of an attory for collection, the Purchasers agree to pay a reasonable attorney's fee together with all costs of collection.
- 7. It is understood that the property which is the subject of this Bond for Title is encumpered by the mortgage to First Federal Savings and Loan Association as set out above. Purchasers agre to pay the entire balance due under this contract to the Seller at any time in the future at which he can either qualify to assume the Seller's existing mortgage with the balance reduced to the same balance due under this Bond for Title, or obtain financing under the usual rules and regulations of the local savings and loan associations.