

IX.

The Buyer covenants that in the event of any of the sums set forth above shall not be paid when due (including interest, principal, taxes and insurance), or in the event the Buyer fails and neglects to carry out any of the terms, conditions and obligations 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 receipt of such written notice, then, at the option of the Seller, all sums then owing by the Buyer to the Seller shall become immediately due and payable, and this Bond for Title may be foreclosed. Should any legal proceedings be instituted for the foreclosure of this Bond for Title or should the debt secured hereby or any part thereof be placed in the hands of any attorney at law for collection by suit or otherwise, all costs and expenses incurred by the Seller, and a reasonable attorney's fee, shall thereupon become due and payable immediately or on demand, at the option of the Seller, as a part of the debt secured hereby, and it may be recovered and collected hereunder.

X.

The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns and in witness whereof have hereunto set their hands and seals the day and date first above written.

IN THE PRESENCE OF:

Cogan Banta

Sandra C. Switzer
WITNESSES TO THE SELLER

Cogan Banta

Sandra C. Switzer
WITNESSES TO THE BUYER

Cathy S. Wilson (LS)
CATHY S. WILSON, SELLER

T. H. Roberts (LS)
T. H. ROBERTS, BUYER

B. P. Smith (LS)
B. P. SMITH, BUYER

B. H. Stofan (LS)
B. H. STOFAN, BUYER

K. J. Mackenzie (LS)
K. J. MACKENZIE, BUYER
PARTNERS FOUR

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