

shall give written notice duly transmitted by certified United States Mail addressed to the last known mailing address of the Purchaser notifying the Purchaser of such default, and if the Purchaser fails to remedy such default within thirty (30) days after the postmark date of said written notice, the Seller may declare this Bond for Title terminated, null and void. The Seller shall be discharged in law and equity from any liability to deliver the Warranty Deed to the subject property to Purchaser, and shall have the right to enter upon and take possession of the premises, excluding the right of all persons who may be occupying the same, without suit or resort of 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 in which event Purchaser shall be responsible for all expenses and attorney's fees incurred by Seller in enforcing the terms of this Bond for Title.

11. Time is of the essence of this Agreement. The words "Seller" and "Purchaser" as used herein shall include the masculine and feminine gender, singular and plural, and shall include any person, partnership or corporation as the context may require.

12. This agreement contains the entire agreement between the parties and shall inure to the benefit of and become binding upon the Purchaser and the Seller, their heirs, assigns, successors, executors and administrators.

13. Destruction of, or damage to, any building or other improvement now or hereafter placed on the property, or of any personal property, if any, described in this contract, whether from fire or any other cause, shall not release the Purchaser from any of their obligations under this contract, it being expressly understood that the Purchaser bear all risk of loss to, or damage of, the property.

14. The Purchaser will not renovate, remodel or alter any

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