

less of any loss, destruction or damage to any of the improvements thereon by fire or from any other cause; to make or permit no unlawful, offensive or improper use of said premises or any part thereof; to keep the said premises at all times in as good condition as same now are; to permit the seller or agent to enter into or upon said premises at any reasonable time to inspect the same; to pay regularly and seasonably and before same shall become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said premises or which may have been assumed by the purchaser in this contract and agrees not to permit or suffer any part of said premises to become subject to any assessments, liens, charges or incumbrances whatsoever having or taking precedence over the rights of the seller in and to said property; to make no alterations on nor remove any of the buildings or other improvements nor injure or destroy any shade trees or fruit trees on the premises without the written consent of the seller nor permit any waste, destruction or damage on the premises.

Should the purchaser fail or neglect or refuse to pay any taxes, assessments or any other lawful charge against said property, the seller may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the purchaser to the seller with interest thereon from each respective date of advancement until paid at the rate of 10 per cent per annum payable semi-annually.

The seller agrees that when the purchaser shall have paid the balance of the purchase price and all interest due and shall have repaid any and all payments or advancements made by the seller to or for the benefit of the purchaser or for the protection of the property or of this contract, together with interest thereon, and shall have, in all other respects, fully complied with all of the terms and conditions of this contract on his part to be kept and performed and on the surrender of the purchaser's copy of this contract, to make, execute and deliver to the purchaser or assigns a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of this date of all incumbrances whatsoever except any mortgage or other incumbrance which the purchaser has in this contract or at any subsequent date, specifically agreed to assume and pay, it being understood that the warranties of said deed shall, after the date of this contract, apply only to the acts of the seller and shall not include any taxes or assessments becoming a lien after the date of this contract.

Time is of the essence of this contract and if the purchaser shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the purchaser to be performed, then the seller shall have the right to declare this contract null and void; and if the purchaser shall fail to make good such default within fifteen days after the seller shall have served a written Notice of Declaration of Forfeiture by delivering said notice to the purchaser or mailing same by registered mail to said purchaser at his last known address or to the address given on this contract, at the seller's option, then and in that event all of the rights of the purchaser in and to the property described herein and all rights under this contract, shall immediately and utterly cease and determine and the property described herein shall revert to and revest in the seller without further action on the part of the seller and without any right of the purchaser to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made and all money theretofore paid to the seller under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and as the liquidated damages to the seller for the purchaser's failure to complete this contract.