

In case the Buyers, their legal representatives or assigns shall pay the several sums of money aforesaid, punctually and at the several times specified, and shall strictly and literally perform the agreements herein contained fro them to perform, according to the true intent and tenor hereof, then and thereupon the Sellers will make unto the Buyers, their legal heirs and assigns, upon request and the <sup>mutual</sup> surrender of this contract, a deed conveying said real property in fee simple with the ordinary and usual covenants of warranty, excepting therefrom andy and all taxes or other charges suffered or allowed to become a lien on said real property from and after the date hereof.

In case the Buyers shall fail to make the payments aforesaid punctually and upon the strict terms and at the times specified without any failure or default, the time of payment being hereby declared to be the essence hereof, then and thereupon the Sellers shall upon said default and thereafter, without notice, have the right to declare this agreement null and void, and in such case all the rights of the Buyers hereby created or then existing in favor of them derived under this contract or otherwise, in and to said real property shall utterly cease and determine, and the right to possession of said real property shall thereupon revert to the Sellers without any right of the Buyers to reclamation or compensation for money paid or improvements made, and in case of default on the part of the Buyers in payments herein provided for them to make, all former payments hereon shall be considered as rental for the uses and occupancy of said property. In case suit or action is brought on this contract for the collection of any of the payments hereon or for the foreclosure hereof, the Buyers agree to pay in addition thereto such reasonable sum as the Court might award to the Sellers as attorney's fees thereon.

In event one-fourth of the net proceeds from the sale of produce from the premises above described as hereinbefore specified shall not be sufficient to pay the interest upon the principal indebtedness on July 1st of each succeeding year over a period of two <sup>L.E.C.</sup> ~~E.J.C.~~ successive years the Vendees will upon demand pay the accumulated interest and in case of their failure so to do the Vendors may declare a forfeiture of this contract and in such event the Vendees will peaceably and quietly yield possession thereof in accordance with the terms of the preceeding paragraph.

E.B.  
G.T.B.

It is especially understood and agreed that the covenants and agreements herein contained shall run to and bind the heirs, executors, administrators, and assigns of all of the parties hereto.

It is further understood and agreed by and between the parties hereto that no assignment of this agreement or transfer of the premises above described by the Buyers shall be valid unless the Sellers shall first consent thereto in writing.

In event the Sellers shall fail to pay any installments due and delinquent on account of mortgages now existing against the property herein described, the Vendees may pay the same, and any amount so paid shall be credited upon principal and may be deducted from the next installment payable hereunder.

The Vendors agree to furnish a Title Insurance Policy upon the real property herein described upon demand, prior to the payment of the last installment, which said Title Insurance Policy shall show the Vendors seized of merchantable title, free and celar of encumbrances, except such as shall have been created or permitted or suffered by the Vendees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year frist hereinabove written.

Earl J. Cummins

Lulu E. Cummins  
Sellers