

SHALL AND MAY HAVE A LIEN UPON SAID CROP AS SECURITY FOR THE PAYMENT AFORESAID. IN LIEU OF DELIVERY AS AFORESAID, THE SAID PARTIES OF THE FIRST PART MAY AT THEIR OPTION, DEMAND AND RECEIVE FROM THE SAID PARTIES OF THE SECOND PART AN ASSIGNMENT OF BILL OF LADING, ASSIGNMENT OF WARE-HOUSE RECEIPT OR ORDER UPON THE CONSIGNEE AND IN SUCH EVENT IF SAID PARTIES OF THE FIRST PART SHALL SO ELECT, SHIPMENT OF THE BERRIES SHALL BE MADE BY THE PARTIES OF THE SECOND PART SUBJECT TO ASSIGNMENT AND ORDER AFORESAID. UPON FAILURE OR REFUSAL OF THE PARTIES OF THE SECOND PART TO DELIVER THE SAID STRAWBERRIES OR SAID ASSIGNMENT OR ORDER AS ABOVE PROVIDED, SHALL BE CONSIDERED A BREACH OF THIS CONTRACT AND THE SAID PARTIES OF THE FIRST PART MAY IMMEDIATELY TAKE POSSESSION OF THE SAID PREMISES, TOGETHER WITH ALL CROPS THEREON AND EJECT THE SAID PARTIES OF THE FIRST PART THEREFROM.

PROVIDED THAT NOTHING HEREIN CONTAINED BE CONSTRUED TO RELEASE THE PARTIES OF THE SECOND PART FROM THE FULL PAYMENT OF THE SAID INSTALLMENT OF \$300.00 AND INTEREST DUE ON THE 15TH DAY OF JULY 1926 AS AFORESAID, NOTWITHSTANDING THE ABOVE PROVISION FOR ADDITIONAL SECURITY OF SAID PAYMENT.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE APPLE, PEAR AND POTATO CROP GROWN UPON THE PREMISES ABOVE DESCRIBED DURING THE 1924 SEASON, SHALL REMAIN THE PROPERTY OF THE VENDORS.

TIME IS MATERIAL AND OF THE ESSENCE HEREOF AND IF DEFAULT BE MADE IN THE PAYMENT OF ANY OF THE SUMS OF MONEY TO BE PAID AS ABOVE PROVIDED OR IN THE PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED, THE SAID PARTIES OF THE FIRST PART MAY IMMEDIATELY TERMINATE THIS CONTRACT AND RE-TAKE POSSESSION OF THE SAID PREMISES WITHOUT ANY NOTICE, ACTION OR PROCEEDING AT LAW BEING REQUIRED AND IN SUCH EVENT ALL RIGHTS CREATED HEREBY IN FAVOR OF THE SAID PARTIES OF THE SECOND PART SHALL BE IMMEDIATELY TERMINATED AND ALL SUMS PAID HEREUNDER SHALL BE FORFEITED TO THE SAID PARTIES OF THE FIRST PART AS RENTAL FOR SAID PREMISES, PROVIDED SUCH FORFEITURE SHALL NOT THEREBY PRECLUDE SAID PARTIES OF THE FIRST PART FROM BRINGING ANY PROPER ACTION AT LAW TO RECOVER ANY DAMAGES THEY MAY SUSTAIN BY REASON OF THE BREACH OF THIS CONTRACT AND SUCH FORFEITURE AND SUCH AMOUNTS SO FORFEITED SHALL BE TAKEN AND CONSIDERED AS RENTALS AND NOT AS LIQUIDATED DAMAGES.

IN CASE THE SAID PARTIES OF THE SECOND PART SHALL MAKE THE PAYMENTS ABOVE PROVIDED AT THE TIME AND IN THE MANNER HEREIN PROVIDED AND SHALL STRICTLY AND FAITHFULLY PERFORM ALL AND SINGULAR THE COVENANTS HEREIN CONTAINED BY THEM TO BE PERFORMED, THEN AND IN THAT EVENT THE SAID PARTIES OF THE FIRST PART WILL <sup>UPON</sup> DEMAND, MAKE, EXECUTE AND DELIVER TO THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS AND ASSIGNS, A GOOD AND SUFFICIENT WARRANTY DEED CONVEYING THE SAID PREMISES IN FEE SIMPLE TO THE SAID PARTIES OF THE SECOND PART, CONTAINING THE USUAL COVENANTS OF WARRANTY EXCEPT AS AGAINST THE ACTS OF THE SAID PARTIES OF THE SECOND PART.

AND THE SAID PARTIES OF THE FIRST PART FURTHER PROMISE AND AGREE THAT THEY WILL AT THE TIME OF SUCH PAYMENT DELIVER TO THE SAID PARTIES OF THE SECOND PART A COMPLETE ABSTRACT OF TITLE TO THE DATE OF SUCH PAYMENT, SHOWING A GOOD MERCHANTABLE TITLE IN AND TO THE SAID PARTIES OF THE FIRST PART, SUBJECT ONLY TO THIS CONTRACT OR ANY DEFECTS WHICH MIGHT BE CAUSED OR PERMITTED BY THE SAID PARTIES OF THE SECOND PART HEREIN.

IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO THAT THIS CONTRACT SHALL NOT BE SUBJECT TO ASSIGNMENT EXCEPT UPON THE WRITTEN CONSENT OF THE PARTIES OF THE FIRST PART.