

When the unpaid balance of the purchase price has been ^{1/2} reduced to the sum of Ninety Five Hundred Dollars ~~Within thirty (30) days after the execution of this agreement,~~ the Seller shall deliver to the Buyer an abstract of title covering the above described property, said abstract being certified to the date hereof. The Buyer shall within ten (10) days after the receipt of said abstract notify the Seller in writing whether or not title to the above described real estate is accepted or rejected. In the event the Buyer shall reject said title and shall so notify the Seller of said rejection and the reason therefor, the Seller may, at his election, terminate this agreement and refund the amount paid upon the purchase price, or cause any defect in the title removed, the same to be accomplished within sixty (60) days after notice of said rejection is received by the Seller.

Provided always, and these presents are on the express condition, time being of the essence hereof, that in case of the failure or refusal of the Buyer to do or perform any or all of the covenants, promises and conditions on his part to be kept and performed and such default shall continue for more than thirty (30) days after the Buyer has been notified thereof in writing, then the Seller shall have the right to declare this contract void and to re-enter and take possession of said premises and to hold and retain all money paid on this contract to date of said default as rental for the use and occupation of said premises and as liquidated damages. In such event the Buyer agrees to immediately surrender peaceable possession of said premises and to release unto the Seller all of his right, title, interest and equity in and to said premises and arising under and by reason of this contract and to make said release a matter of public record. And further the Buyer shall be liable for any damage or injury to said premises caused by his holding over, and in case it should be necessary for the Seller to retain an attorney or to file suit to regain possession of said premises, the Buyer shall pay a reasonable attorney's fee and all court costs in connection with any such action.

The Seller expressly agrees that the Buyer may at any time hereafter pay in full the unpaid balance of the purchase price, together with the interest accrued to date of said payment, and in the event of said payment and the performance of all other conditions, terms and obligations of the within agreement, the Seller will immediately deliver unto the Buyer a good and sufficient warranty deed conveying said premises unto the Buyer subject as aforesaid to such reservations and limitations as are contained in the United States Patents.