

this Agreement, purchase price and interest, immediately due <sup>484</sup> and payable, and re-enter and take possession, without demand, of the above real property and premises and all improvements thereon which may have been erected by Purchaser. The Seller may then re-sell said property at public or private sale, without demand for performance, and with or without notice to Purchaser, as Seller shall elect, and upon such terms and in such manner as Seller shall determine, the Seller having right right to bid and purchase at any such sale. From the proceeds of any such sale, the Seller shall deduct all expenses for re-taking and selling said real property, including a reasonable attorney fee and other expenses incurred, and apply the balance on the full unpaid amount still owing on this agreement at the time of such sale, any overplus shall be forthwith paid to the Purchaser, but in event of deficiency after said sale, Purchaser agrees to pay the amount of deficiency forthwith, and the Seller shall have the right to collect the full amount of deficiency from the Purchaser, together with reasonable attorney fees and court costs incurred in connection with the collection of such deficiency, or

(3rd) to treat this sale as an unconditional sale, in which event all of the full unpaid balance of purchase and interest shall become due and payable, and to collect the full amount thereof, including a reasonable sum for attorney fees and court costs, from the Purchaser, the liability of the latter being both joint and several. Seller also has the right to enforce the terms and conditions of this agreement by an action of specific performance against the Purchaser.

11.

Neither the Purchaser nor the heirs, devisees, executors

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