

be binding upon the party of the first part, become absolutely null and void and all the rights of the party of the second part, shall cease and determine and the said party of the first part shall ^{have} the right immediately upon the failure of the said party of the second part to comply with the terms of this contract to enter upon said lot, and to take immediate possession thereof together with all improvements thereon.

And it is further mutually understood and agreed that in case the said party of the second part shall fail to comply with the terms of this contract that any improvements placed on said land or lot, by him during the existence of this contract, and any sums paid by said party of the second part shall be and belong to the party of the first part, under and by virtue of this contract, as liquidated damages and compensation to him for the failure of the party of the second part to comply with this contract and as rent for the use and occupancy of said premises.

And it is further agreed by and between the parties hereto that no assignment of this contract by the party of the second part, and shall be void without the written consent of the said party of the first part incurred thereon and no assignment hereof shall in any event release the said party of the second part, from any of the obligations herein imposed on him.

And it is further understood and agreed that the stipulations and agreements herein contained are to apply to and be binding on the heirs, executors, legal representatives and assigns of the parties hereto.

In witness whereof the parties have hereunto signed these presents in duplicate this the = day of February 1806.

Signed in presence of

W. P. Moore.

B. F. Rice.

A. S. Madsell

J. W. Gibson

Filed for Record Dec. 17, 1806 11 - A.M.

Ohio Sarton.

Deputy U.S. Clerk & Ex-Officio Rec.