

COMPA RED

The unpaid balance of the purchase price shall bear interest at the rate of eight per cent per annum and each fifty dollar payment shall be accompanied by its proportionate interest payment at the said rate of eight per cent per annum. For example, the fifty dollar payment accruing September 1st, 1923, shall be accompanied by a four dollar interest payment.

5. That to secure the unpaid balance of the purchase price herein agreed upon said party of the first part is hereby granted a lien upon the premises hereinbefore described.

6. That the time within which payments are to be made for said premises, as hereinbefore specified, is of the essence of this contract and that if any of the monthly payments or interest hereinbefore provided for shall not be made by party of the second part or his assigns before the 10th day of any month during which said payment shall be due, said party of the first part may, upon such default being made, declare the entire remaining balance of the purchase price due and unpaid and said party of the first part shall thereupon be entitled to go into the proper Court and foreclose said lien and sell said premises to pay for said unpaid purchase price; and shall further be entitled, upon the filing of said action to foreclose said lien, to the possession of said premises and, if desired by said party of the first part, to the appointment of a receiver to take possession of said premises for the purpose of renting the same, collecting rent and otherwise administering the property. In such action to foreclose, said party of the first part shall be entitled to recover as part of the costs thereof a reasonable attorney's fee of ten per cent of the unpaid balance of the said purchase price.

Any breach of the other covenants of this contract by party of the second part shall also entitle party of the first part to foreclose her said lien under the same conditions and with the same stipulations as set out in the foregoing paragraph.

7. That party of the second part will pay all taxes and assessments of every character accruing subsequent to the signing of this contract; that party of the first part reserves the right to pay any and all sums necessary to protect her title to said property; any such sums so paid by party of the first part shall be charged against party of the second part and said party of the first part shall be entitled to reimbursement therefor as part of the unpaid purchase price of said premises. Party of the second part shall also keep the improvements on said premises insured to at least seventy-five per cent of \$5,625.00 and shall take over and reimburse said party of the first part for the remaining term of the insurance now on said premises.

8. That party of the second part shall be entitled at any time to pay the unpaid balance of the purchase price herein agreed upon or to pay, at his option, any part thereof in excess of the monthly payments herein specified. In the event said party of the second part exercises this option it is hereby understood that the interest on said anticipated payment shall be due at the time of said payment.

9. That when said purchase price and the interest thereon shall have been paid in full said party of the first part shall deliver to said party of the second part a warranty deed in due form, conveying to said party of the second part the premises hereinbefore described.

10. That this agreement shall be binding on the heirs, executors, administrators and assigns of both parties hereto.

Edward Eitzman

Bridget Fitzpatrick