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considered as any breach of this condition.

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(c) No dwelling shall be erected on this lot which does not in every respect conform with the building lines and restrictions imposed and set forth in the aforesaid plat of this addition.

3. The first party shall pay all general and ad valorem taxes becoming delinquent before December 15th, 1924, and shall pay all special taxes or assessments (should there be any) becoming delinquent on or before the date of this contract. The second party hereby agrees and obligates himself to pay all taxes and assessments of any kind whatsoever becoming delinquent after the respective dates above mentioned.

4. In the event of the sickness of second party, rendering him unable to follow his employment and upon the furnishing by second party to first party of a certificate of a reputable physician, satisfactory to first party, then the monthly payments above mentioned shall be suspended for a period of not to exceed three months in one year.

5. If the second party should desire to erect any improvements on said property before the entire purchase price is paid, the seller may issue a written permit to erect a residence thereon to conform to the building restrictions as shown by aforesaid plat of this addition. The second party is hereby restricted from erecting any improvements on said property until full payment of the purchase price of such consent is given and for violation hereof the first party may exercise the option to it as specified in paragraph 7.

6. This contract may be assigned only with the written consent of first party and any attempted sale or transfer, without such consent, shall be void and shall entitle the first party to exercise the privileges granted or reserved in paragraph 7 hereof.

7. If the second party shall fail to pay the monthly installments as herein provided, or shall fail to pay the taxes and assessments herein assumed by him, or shall violate any of the conditions and restrictions or agreements herein set forth, or set forth in the plat hereinbefore referred to, the time of payment of installments and taxes and performance of the conditions hereof being the essence of this contract, then the first party shall have the right either to declare immediately due and payable the entire balance of the purchase price or the first party may declare this contract null and void and all rights and interests hereby created, or then existing in favor of the second party, shall utterly cease and determine and the premises hereby contracted for and the possession thereof shall revert to and revert in first party without any act of re-entry or declaration of forfeiture, or other act to be first party performed as absolutely, fully, and perfectly as if this contract had never been made, and all payments theretofore made by second party shall be retained by first party as a further consideration for this contract and as rental for the use of said property. No failure or delay on the part of the second party to exercise the rights set out in this paragraph at the time of any default shall operate as a waiver of its right to exercise these powers at any other time it may desire.

8. All the terms, covenants and agreements between the parties hereto respecting the sale and purchase of the aforesaid property are set out herein, or in the plat above referred to, and no other promises, statements, or representations shall be binding on the parties hereto; however, all the terms and agreements hereof shall be binding in every respect upon the parties hereto, their heirs, executors, administrators and assigns.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals in duplicate, the day and date first above mentioned.

SUNSET GARDENS COMPANY
By R. L. Farmer
(First Party) President