

13. Any waiver or waivers by Vendors of any default or defaults by Purchasers of any provision or provisions of this agreement shall not be deemed a waiver of any subsequent default or defaults.

14. Vendors may enter upon said real property and any part thereof at any time for the purpose of seeing that the provisions of this agreement are being complied with.

15. It is expressly understood that Vendors are entering into similar agreements with their other children under the provisions of which Vendors' other children with their respective wives or husbands are purchasing lands now belonging to Vendors, all which tracts are carved from the larger land holdings of Vendors. It is therefore expressly understood and agreed that all roads, roadways and rights of way over and across any of the real property described herein are reserved by Vendors for themselves and for the use of the Purchasers of all said lands as may be required for ingress and egress to and from said real property and to and from any county road or roads, canals, dikes, and/or ditches, for general purposes and for operation of said real properties as farms and for the flowing of waters in such canals and ditches for drainage and irrigation of all the respective parcels and tracts of real property herein mentioned or referred to, including lands remaining in Vendors.

16. This agreement shall also be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the parties hereto.

17. Now if Purchasers default in the payment of any said sums or the interest thereon or fail to observe, perform, keep or comply with any other covenant, term, condition or provision of this agreement by Purchasers to be observed, performed, kept or complied with and such failure (other than failure of payment) shall not have been remedied within ten days after written notice to Purchasers specifying the nature of such default, Vendors at their option may forthwith and without other notice terminate this agreement and in such event all rights of Purchasers hereunder shall cease and determine and Vendors may thereupon re-enter upon and repossess said premises and the whole

thereof with like force and effect as if this agreement had not been entered into, Vendors retaining all sums theretofore paid by Purchasers hereunder as reasonable rental for the use and occupation of said premises and in such event Purchasers shall promptly and peacefully vacate and surrender said premises to Vendors and in the event of their failure so to do Vendors may without legal process expel Purchasers, their agents, employees, property and effects from said premises forcibly, if necessary, without being guilty of trespass and without liability whatever, and it is further expressly understood that the rights and remedies herein provided are not exclusive and that Vendors or either of them shall have any and all other rights and remedies at law or in equity for the recovery of damages for breach of this agreement or for specific performance thereof or other redress. It is further expressly understood and agreed that in the event Vendors or either of them institute any action or suit or other proceeding against Purchasers or either of them under this agreement that Purchasers and either of them shall and they hereby agree to pay Vendors reasonable attorney fees or the Court may adjudge.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals this 15th day of January, 1949.

August L. Andrews

Marjorie L. Andrews
Vendors

Leon R. Andrews

Marjorie R. Andrews
Purchasers