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In the event that Purchaser shall fail to perform any of the terms of this agreement, time of 'payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- a) To foreclose this contract by strict foreclosure in equity.
- b) To declare the full unpaid balance of the purchase price immediately due and payable.
- c) To specifically enforce the terms of this agreement by suit in equity.
- d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of payment made upon said premises. Under this option all of the right, title, and interest of Purchaser shall revert and revest in Vendor without any act of re-entry or without any other act by Vendor to be performed and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof Purchaser may, at Vendor's option, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payment as herein provided, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within ten days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified <sup>1</sup> etter containing said notice and addressed to Purchaser at last address known to Vendor.

If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than 30 days after the payment becomes due, Purchaser shall be deemed in default and Vendor shall not be obligated to give notice to Purchaser of a declaration of said default.

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