County SHELBY

JIM WALIER HOMES, INC.
P. O. BOX 22601

MORTGAGE TAMPA, FLORIDA 33622

THIS INDENTURE is made and entered into this 8 TH day of TILL WEST (hereinafter called "Mortgager").

WHEREAS, BOBS W. BILLINGS AND YIRGINIA A BILLINGS (hereinafter called "Mortgager").

WHEREAS, BOBS W. BILLINGS AND YIRGINIA A BILLINGS is (are) justly indebted to the Mortgagee in the sum of SINTY SIX THOUSAND ONE HUNDRED dollars (\$66193.99) as the first installment to become due and payable on the date set forth in the Completion Notice ("Commencement Date") to be mailed or delivered by Jim Walter Homes, Inc., to the undersigned upon completion by Jim Walter Homes of its contract obligations set forth in a building contract of even date herewith between Jim Walter Homes, Inc. and the undersigned, and one installment to become due on the same day of each succeeding month until payment in full. If not sooner paid, the entire outstanding indebtedness shall be due and payable \$\frac{\pi}{\text{PR}} \text{MAPSELY} \text{MAPSEL

Lots 21 and 22, Block F, according to Liberty Heights Subdivision as shown recorded in Map Book 3, Page 26, in the Probate Office of Shelby County, Alabama.

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OW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all ext ons and renewals thereof, or of any part thereof (the aggregate amount of such debt, including any extensions and renewals, is hereinafter collipsely vely called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and contained the Mortgagee, the following described real estate, situated in the Mortgagee, the following described real estate, situated in the Mortgagee, the following described real estate, situated in the Mortgagee, the following described real estate, situated in the Mortgagee, the following described real estate, situated in the Mortgagee of the following described real estate in the Mortgagee of the following described real estate, situated in the Mortgagee of the following described real estate in the Mortgagee of the following described real estate in the Mortgagee of the following described real estate in the Mortgagee of the following described real estate in the Mortgagee of the following described real estate in the Mortgagee of the following described real estate in the Mortgage of the following described real estate in the Mortgage of the Mortgage of the Mortgage of the following described real estate in the Mortgage of the Mortgage o

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the lessor of the actual cash value of the improvements located on the Real Estate or the unpaid balance of the cash price of said improvements.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage and shall bear interest from date of payment by the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

THIS INSTRUMENT PREPARED BY
Thomas E. Portsmouth, Attorney
P. O. Box 22601
Tampa, Florida 33622

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all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver; trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, *1 (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit or creditors, (e) file a petition or an answer seeking reorganization or any arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceed-. ings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been s lent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the par nent in full of the balance of the Debt whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be co. cted beyond the day of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned	Mortgagor has (have) executed	this instrument on the date first	written above
	·	Thomas a.	Belling
State of Alabama			
County 5 HELBY			;
I, the undersigned authority, a Nota	my MU TANGE	10 + 17 11 61 1	
whose name(s) is (are) signed to the foreg of the contents of said instrument. Given under my hand and official s	/ he/ <u>U_4</u> executed the same	voluntarily on the day the same	ore me on this day that, being informed bears date.
Given under my hand and official s	sai tilis say or	- for Re	ser
-		No	tary Public
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		My commission expires:	
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		COTARY MUST AFFIX SEA	IL CONTRACTOR

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	and its principal office at 1500 North Dale Mabry Highway, Tamps, Floride, hereinafter referred to at "Creditor" or "Seller".	
	WITNESSETH: 1. The Seller agrees to build a house, eccording to the plans and specifications, and Exhibits A and B, attached hereto, and furnished to Buyer prior to the	ļ.
. [and more fully described as follows: ALABATT CONSISTING OF A DOC SHELBY CONSISTING OF A DOC.).
	BUYERS PROPERTY CONSISTING OF APPROXIMATELY ONE HALF ACRE LOCATED ON LAWLEY STREET HELENA SHELDY COUNTY HLABAMA LEGAL DESCRIPTION TO BE DETERMISHED BY DEED OR SURVEY	
	LEGAL DES CRIPTION TO BE DETERMINED BY DEED OR SURVEY	
	Lots 21 and 22, Block F, according to Liberty Heights Subdivision as shown recorded	
	in Map Book 3, page 26, in the Probate Office of Shelby County, Alabama.	
ļ		
	Size and style of house to be as follows: 26 x 56 MADISON	
	2. Buyer warrants that he owns the property described above free and clear of all tlens and encumbrances. 3. Buyer egrees to execute and deliver to Seiler a promissory note avidencing the amount of indebtedness hereunder and to execute and deliver a mortgage covering the real property described in Paragraph 1, together with all buildings (including the house to be built hereunder) attractures and improvements now or have tree together with all buildings (including the house to be built hereunder) attractures and improvements now or	
į	4. The cash price of the house is \$ 2 9 7440 0 and Suyer has made a down payment of \$ 1000 00 0 150000 T Buyer, however, has elected and sorber to our chare said house for a Time Price of \$ 600000 in this in the same of t	
-{ 	6. Buyer may prepay in full all sums remaining unpaid under this contract at any time, and, upon prepayment, Buyer shall receive a cradit for all unearned charges, including a cradit for the unearned Finance Charge computed pursuant to the "Rule of 78" to the nearest scheduled navoness date.	
1	o. For each installment not paid in full within fifteen (15) days of its scheduled due date, Buyer will be charged \$5.00 or 5% of the unpeld portion of the installment whichever it less. 7. The Salter requires the Buyer to keep the house to be built under this contract intered ensigns demand or loss from five lightenian and automated annually.	
	charged. Buyer may choose the seency or company through which any required insurance is to be obtained to tong as the seence of company through which any required insurance is to be obtained to tong as the seence of company through which any required insurance is to be obtained to tong as the seence of the s	
	business in Alabama. Buyar has the option of providing the required insurance through an existing policy or a policy independently obtained and paid for by the Buyar, or applying for insurance coverage through Bast Insurance, inc. THE REQUIRED INSURANCE COVERAGE MUST INSURE THE HOUSE TO THE EXTENT OF THE LESSER OF THE ACTUAL CASH VALUE OF THE HOUSE OR THE UNPAID BALANCE OF THE CASH PRICE.	
	IF FIRE, LIGHTNING AND EXTENDED COVERAGE IN THE AMOUNT OF THE CASH PRICE OF THE HOUSE IS OBTAINED THROUGH BEST INSURORS INC., THE INITIAL ANNUAL PREMIUM IS ESTIMATED AT \$ 462 00. 500 THE ONE-YEAR TERM OF THE POLICY. Seller is unable to advise Buyer of the premium if the required insurance is not obtained through Best Tosurors. Mr.	
	perty. Creditor reserves the right to refuse to accept an insurer offered by Buyer if the policy is not in the form or amount acceptable to Creditor. In the event Buyer fails to furnish an acceptable policy of insurence, premiums organic or in the form or amount acceptable to Creditor.	
	demand reimbursement from Buyer for those costs. Creditor's right to purchase such insurance coverage shall continue until Buyer delivers or causes to be delivered to Creditor an insurance policy or policies providing the required insurance coverage together with satisfactory pulldages of policies providing the required insurance coverage together with satisfactory pulldages of payment therefore as until Buyer.	
	Buyer must make all insurance premium payments, whether for insurance purchased through Sest Insurance, Inc., or from enother company directly to the agency or company from which the insurance is obtained. No premiums for insurance are included in this contract and are now premiums point for through Buseries.	
	INITIAL THE APPLICABLE BOX: The undersigned Buyer elects to obtain the insurance through Best Insurors, Inc.	
	This instrument and the other instruments signed in connection with this transaction contain the price and all the terms and conditions agreed upon by Buyer and Saller, and no statement, representation or promise not set forth in this contract, or any of the other said instruments, has been made to induce a least or any of the other said instruments, has been made to induce a least or any of the other said instruments, has been made to induce a least or any of the other said instruments.	
	party to enter into this transaction. In the event an unsatisfactory report of Buyer's credit or any other information unsatisfactory to Saller is received prior to beginning the construction of the house. Seller, at its option, may within 10 days thereafter, cancel this agreement upon returning to Buyer any payments or deposits. All provisions of this contract are subject to approve by an officer of Jim Welter Homes, Inc., at Tampe Florida NO COMPLETION DATE WAS DEED.	
	9. The house to be constructed is not designed for unusual surface and/or subsurface conditions. No warranty is made by Saller that the bours is designed.	
	AN ADMINISTRATIONS, NO CERTING OF THE SOIL WITH DE CONSIDERED.	
	10. The price above does not include the use of pilings unless pilings are specified in the piens and specifications. Where specified, pilings shall be set to a depth determined by Seller to be structurally take and sound. In the event Buyer requires pilings to be set to a depth in excess of that deemed by Seller to be sufficient and structurally safe and sound, this contract and all related documents, at option of Seller, may be considered and conducted and sendered published and removed the contract and structurally safe and sound, this contract and all related documents, at option of Seller, may be considered and conducted and sendered published and sende	
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74	10. The price above does not include the use of pilings unlest pilings are specified in the plans and specifications. Where specified, pilings shall be set to a depth determined by Seller to be structurally take and sound. In the event Buyer requires pilings to be set to a depth in excess of that desimed by Seller to be sufficient and structurally safe and sound, this contract and all related documents, at option of Seller, may be cancelled and rendered null and void. Commencement of such construction or of drilling pilings shall not be deemed a waiver of Seller's right to cancel. 11. Seller hereunder is not responsible for preparing the building site for construction or habitation. Site preparation including but not limited to, gracing and removal of trees, shrubbery or debrie shall be the responsibility of Buyer. In the event the site is designated by Buyer and the house built on that site is not entirely on the property of Buyer grees to indemnify Saller for any damages suffered or costs incurred by Seller as a result thereof. 12. In the event Buyer fails to perform any activities or duties required of Buyer (e.g., failure of Buyer to complete construction or this own foundation), which tailure prevents Seller from properties for the second of the construction	
22	10. The price above does not include the use of pilings unlast pilings are specified in the plant and specifications. Where specified, pilings shall be set to a depth determined by Seller to be structurally take and sound. In the event Buyer requires pilings to be set to a depth in excess of that deamed by Seller to be sufficient and structurally safe and round, this contract and all related documents, at option of Seller, may be cancelled and rendered null and void. Commencement of such construction or of drilling pilings shall not be deemed a waiver of Seller's right to cancel. 11. Seller hereunder is not responsible for preparing the building site for construction or habitation. Site preparation including but not limited to, gracing and removal of trees, shrubbery or debrie shall be the responsibility of Buyer. In the event the site is designated by Buyer and the house built on that site is not entirely on the property of Buyer, Buyer agrees to indemnify Saller for any damages suffered or costs incurred by Seller as a result thereof. 12. In the event Buyer fails to perform any activities or duties required of Buyer (e.g., failure of Buyer to prepare site for construction or, where applicable, fellure of Buyer to complete construction of his own foundation), which returns prevents Seller from commencing construction for a period of sixty (60) days from the date hereof. Seller may cancel this contract at its option and retain down payment, if any, made by Buyer as liquidated damages. Therefore, not payment of the property described in paragraph 1, Seller may at its option, elect to incur all expenses reasonably necessary to obtain good and marketable title to the property described in paragraph 1, Seller may at its option, elect to incur all expenses reasonably necessary to obtain good and marketable title in the Buyer shall forthwith reimburse Saller for	
22	10. The price shows does not include the use of pilings unlast pilings are specified in the plans and specifications. Where specified, pilings shall be set to a depth determined by Seller to be structurally take and sound. In the event Buyer requires pilings to be set to a depth in excess of that deemed by Seller to be sufficient and structurally sake and sound, this contract and all related documents, at option of Seller, may be cancelled and rendered null and void. Commencement of such construction or of drilling pilings shall not be deemed a waiver of Seller's right to cancel. 11. Seller hereunder is not responsible for preparing the building site for construction or habitation. Site preparation including but not limited to, gracing and removal of trees, strubbery or debrie shell be the responsibility of Buyer. In the event the site is designated by Buyer and the house built on that site is not entirely on the property of Buyer spreas to indemnify Saller for any damages suffered or costs incurred by Seller as a result thereof. 12. In the event Buyer fails to perform any activities or duties required of Buyer (e.g., failure of Buyer to prepare site for construction or, where applicable, failure of Buyer to complete construction of his own foundation), which tailure prevents Seller from commencing construction for a period of sury (60) days from the date hereof, Seller may cancel this contract at its option and retain down payment, if any, made by Buyer as liquidated damages. Therefore, neither Buyer nor Seller shall have any further claim against the other. In the event the Buyer does not have good and marketable title in the Buyer shall forthwith raimburse Seller for all expenses so incurred by Seller. 12. Seller may assign its interest in this contract and this contract shall be binding upon and inure to the benefit of the assigns and successors of the Seller. 13. Seller may assign its interest in this contract and this contract shall be binding upon and inure to the benefit of the assigns and successor	
22	10. The price above does not include the use of pilings unless pilings are specified in the plans and specifications. Where specified, pilings shall be set to a depth determined by Seller to be structurally safe and sound, this contract and all related documents, at option of Seller, may be cancelled and rendered null and void. Commencement of such construction or of drilling pilings shall not be deemed a waiver of Seller's right to cancel. 11. Seller hereunder is not responsible for preparing the building site for construction or habitation. Site preparation including but not limited to, gracing and removal of trees, shrubbery or debrie shell be the responsibility of Selver. In the event the site is designated by Buyer and the house built on that site is not entirely on the property of Buyer, Buyer agrees to indemnify Sellar for any damages utilized or construction of seller as a result thereof. 12. In the event Buyer fails to perform any activities or duties required of Buyer (e.g., failure of Buyer to prepare site for construction or, where applicable, fellure of Buyer to complete construction of his own foundation), which tellure prevents Seller from commencing construction for a period or sixty (60) days from the date hereoff, Seller may cancel this contract at its option and retain down payment, if any, made by Buyer as liquidated damages. Thereafter, neither Buyer nor Seller shall have any further claim against the other. In the event the Buyer does not have good and marketable title to the property described in paragraph 1, Seller may at its option, elect to incur all expenses reasonably necessary to obtain good and marketable title in the Buyer, and Buyer shall forthwith reimburse Seller for all expenses so incurred by Seller. 12. Seller may assign its interest in this contract and this contract shall be binding upps and inure to the benefit of the assigns and successors of the Seller may, seller for any serion and the open securing the indebtedness hereundar may not be assumed. 13. Buyer agrees to	
USSPIAE 55	10. The price above does not include the use of pillings unless pillings are specified in the plans and specifications. Where specified, pillings shall be set to a depth determined by Seller to be structurally take and sound. In the event Buyer required pillings to be set to a depth in excess of that deemed by Seller to be sufficient and structurally take and sound, this contract and slire less that be set to a depth in excess of that deemed by Seller to be sufficient and structurally take and sound, this contract and slire less that the set of seller's right to cancel. 11. Seller hereunder is not responsible for preparing the building site for construction or habitation. Site preparation including but not limited to, gracing and removal of trees, shrubbery or debrie shell be the responsibility of Buyer. In the event the site is designated by Buyer and the house built on that site is not entirely on the property of Buyer. Buyer agrees to indemnify Saller for any damages suffered or costs incurred by Seller as a result thereof. 12. In the event Buyer fails to perform any activities or duties required of Buyer (e.g., failure of Buyer to prepare site for construction or, where applicable, leifute of Buyer to complete construction of his own foundation!, which traiture prevents Seller from construction for a period of sury (60) days from the data hereof. Seller may cancel this construct at its option end retain down payment, if any, made by Buyer as liquidated damages. Thereafter, neither Buyer nor Seller shall have any further claim against the other. In the event the Buyer does not have good and marketable stite to the property described in paragraph 1, Seller may at its option, elect to incur all expenses reasonably necessary to obtain good and marketable title in the Buyer, and Buyer shall forthwith reimburse Seller for all expenses to pay reasonable appropriate may not be assumed. 15. Buyer agrees to pay reasonable appropriate fees not axceeding 15% of the unpaid debt after default and referral of this cont	
22	10. The price above does not include the use of pilings unlast pilings are specified in the plant and specifications. Where specified, pilings shall be set to a depth determined by Saller to be structurally take and sound. In the event Buyer required pilings to be set to a depth in excess of that deemed by Saller to be sufficient and structurally take and sound, this contract and sill related documents, at option of Saller, may be cancelled and rendered null and void. Commencement of such construction or of drilling pilings shall not be deemed a waiver of Saller's right to cencel. 11. Seller hereunder in not responsible for preparing the building sille for construction or habitation. Site preparation including but not limited to, gracing and removal of trees, shrubbery or debrie shall be the responsibility of Buyer, In the event the site is designated by Buyer and the house built on that site is not entirely on the property of Buyer, Buyer agrees to indemnify Sallar for any damages suffered or costs incurred by Saller as a result thereof. 12. In the event Buyer falls to perform any activities or duries required of Buyer to prepare site for construction or, where applicable, felture of Buyer to complete construction of his own foundation), which tailure prevents Seller from commencing construction for a period of stary (60) says from the date hereof. Saller may cancel this contract at its option and retain down payment, if any, made by Buyer as liquidated damages. Thereafter, neither Buyer nor Saller shall have any further claim against the other. In the event the Buyer does not have good and marketable title to the property described in paragraph 1, Seller may assign its interest in this contract and this contract shall be binding uppn and inure to the benefit of the assigns and successors of the Saller. 12. Seller may assign its interest in this contract and this contract shall be binding uppn and inure to the benefit of the seller may, at Seller's option, decider all purples and preparation of the creditor	
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