

The Purchaser covenants and agrees with the Vendor to pay punctually and regularly all rates, taxes and assessments that have been or may be levied or imposed upon or in respect of the said land or improvements thereon for the current year and each subsequent year during the continuance of this agreement.

The Purchaser agrees with the Vendor that he shall keep insured during the continuance of this agreement against loss or damage by fire to the extent of the full insurable value, in some Insurance Company to be approved by the Vendor, all buildings now erected or which may hereafter be erected on the said lands, and that he will not do or suffer anything whereby any insurance policies may be vitiated, and will pay all premiums and sums of money necessary for such purpose as the same become due, and will assign and deliver over to the Vendor the policy or policies of insurance and receipt or receipts thereto appertaining, and should he neglect to keep insured the said buildings or any of them or to pay the premiums or deliver renewal receipts to the office of the Vendor, at least three days before the insurance then existing shall expire, then the Vendor may insure the said buildings, and all moneys so expended by the Vendor shall become part of the purchase price hereinbefore referred to and shall bear interest computed from the date or dates of disbursement and shall be payable forthwith by the Purchaser to the Vendor, and in the event of loss or damage by fire to the said buildings, all moneys received by virtue of any policy or policies may, at the option of the Vendor, be applied either in or towards rebuilding, reinstating or repairing the said buildings or in or towards the payment of the amounts outstanding under the provisions of this contract whether or not such amounts shall then have become due hereunder.

The Purchaser, immediately upon the execution of this agreement, shall have the right to possession of the said lands, and shall continue to have the right to possess, occupy and enjoy the said lands until default shall be made in the payment of any of the sums of money hereinbefore mentioned, or the interest thereon, or any part thereof, in manner hereinbefore set forth, or until there is a breach by the Purchaser of any covenant or condition herein contained on his part to be observed and performed.

It is agreed that no assignment of this Agreement by the Purchaser shall be valid or of any effect as between the Vendor and the Purchaser unless and until the same shall have been approved and executed by the Vendor, and that the provisions of this clause shall apply to re-assignments of this agreement.

It is further agreed between the Vendor and the Purchaser that all buildings and fences now on or which may be erected upon said lands are and shall become a part of the freehold and shall not be removed or destroyed without the previous permission of the Vendor, in writing, and the Purchaser agrees that he will keep the said buildings in question in good and tenantable repair (damage by fire, lightning and tempest, only, excepted), and that he will permit any Agent of the Vendor at any time during the currency of this Agreement, to enter upon said lands and view the state of repair, and further, that he will promptly repair according to notice.

The Purchaser covenants with the Vendor that he will commit no waste upon the said lands, buildings and premises, and that, except where it shall be necessary to clear the said lands for the purpose of cultivation, he will cut no wood nor timber thereon.

The Purchaser hereby attorns and becomes tenant at will to the Vendor of the said lands and premises from the date hereof, at a yearly rental equivalent to, applicable in satisfaction of, and payable at the same times as the instalments of principal and interest herein agreed to be paid, the legal relation of landlord and tenant being hereby constituted.

And the Purchaser further covenants and agrees that if he shall make default in payment of any of the sums of money or of any interest or charges hereinbefore agreed to be paid, or any part thereof, at any of the days or times hereinbefore named for the payment thereof, the Vendor may distrain therefor upon the said lands or any part thereof, and by distress warrant may recover by way of rent reserved as in the case of demise of the said lands so much of the said sums, interest or charges as shall, from time to time, be or remain in arrear or unpaid, with all costs and expenses attending such levy and distress as in like cases of distress for rent, and the Purchaser hereby expressly waives, on the levying of any distress by the Vendor hereunder, all irregularities whether as to the time, place or manner, or otherwise.

It is agreed that upon punctual payment by the Purchaser of all moneys hereby by him agreed to be paid, and upon strict performance of all and singular the aforesaid provisions, conditions and agreements, and upon the surrender of this contract, he shall be entitled to a conveyance of the said lands in fee simple, free from all encumbrances other than such as may exist through the act or neglect of the Purchaser, but subject to the reservations, limitations, provisos and conditions hereinafter set forth:—

Wherever the singular or the masculine is used throughout this contract, it shall be construed as including the plural or feminine wherever the context or parties hereto so require, and the expression "Purchaser" shall include the heirs, executors, administrators and approved assigns of the purchaser, and the expression "Vendor" shall include the successors and assigns of the said Vendor.