

MARKETABLE BECAUSE OF A CONDITION THEREOF, AND IF THE CAUSE OF SUCH UNMARKETABILITY SHALL NOT BE REMOVED BY THE OPTIONORS, PRIOR TO THE DATE FIXED FOR THE CLOSING OF TITLE, AFTER WRITTEN NOTIFICATION THEREOF BY THE OPTIONEE TO THE OPTIONORS, OR IN THE EVENT OF LOSS, DAMAGE, CONDEMNATION OR DESTRUCTION OF THE PREMISES OR IMPROVEMENTS THEREON BY FIRE OR OTHERWISE PRIOR TO THE CLOSING OF TITLE, THEN AT THE SOLE OPTION OF OPTIONEE, ALL MONIES PAID BY THE OPTIONEE ON ACCOUNT OF THE PURCHASE PRICE OF SAID PREMISES, INCLUDING ANY SUM OR SUMS PAID AS CONSIDERATION FOR THE GRANTING OR EXTENSION OF THIS OPTION, SHALL BE REPAID TO THE OPTIONEE.

E. THAT FROM AND AFTER THE CLOSING OF TITLE THE OPTIONEE OR HIS NOMINEE SHALL HAVE COMPLETE AND PEACEABLE POSSESSION OF SAID PREMISES.

F. THAT RISK OF LOSS, DAMAGE, CONDEMNATION OR DESTRUCTION OF THE PREMISES OR IMPROVEMENTS THEREON BY FIRE OR OTHERWISE UNTIL THE CLOSING OF TITLE SHALL BE ON THE OPTIONORS.

G. REVENUE STAMPS TO BE PLACED ON THE DEED SHALL BE AT OPTIONORS' EXPENSE.

H. THAT TENDER OF THE BALANCE OF THE PURCHASE PRICE AND TENDER OF THE DEED SHALL BE WAIVED.

I. THAT IF OPTIONEE DEFAULTS HEREUNDER, ALL SUMS PAID BY OPTIONEE, INCLUDING THE SUM PAID AS CONSIDERATION FOR THE OPTION, ON ACCOUNT OF THE PURCHASE PRICE MAY BE RETAINED BY OPTIONORS AS LIQUIDATED DAMAGES, WHEREUPON OPTIONEE SHALL BE RELEASED FROM ALL LIABILITY OR OBLIGATION: IT BEING UNDERSTOOD THAT THE RIGHT TO RETAIN SUCH SUMS AS LIQUIDATED DAMAGES SHALL BE THE SOLE REMEDY AVAILABLE TO OPTIONORS IN THE EVENT OF SUCH DEFAULT.

5. IT IS UNDERSTOOD THAT AT ANY TIME DURING THE TERM OF THIS OPTION, AND IF EXERCISED WITHIN SIX MONTHS AFTER THE EXERCISE OF SAID OPTION, THE OPTIONORS MAY ENTER UPON THE SUBJECT PREMISES AND REMOVE CERTAIN LUMBER WHICH HE NOW HAS STORED THEREON.