

certify, free and clear of all tenancies, liens, encumbrances and restrictions, except such restrictions and easements of record and municipal zoning restrictions as do not in the opinion of Purchaser affect the suitability of said premises for use for multi-family housing development and any other business usually conducted in connection therewith, and for the construction thereon of such buildings and improvements as Purchaser shall deem necessary therefor.

7. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any State or Municipal Department having jurisdiction against or affecting the premises at the date of the closing of title, shall be complied with by Seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. Seller shall furnish Purchaser with an authorization to make the necessary searches therefor.

8. The deed to be delivered by Seller hereunder shall be in the usual form of full covenant and warranty deed, suitable for recording. Upon delivery of the deed, Seller shall furnish to Purchaser the proper amount of any Revenue Stamps required at Seller's expense, and Purchaser shall be responsible for the proper affixing of said stamps to said deed. Seller shall also pay state and local documentary taxes imposed on the deed and real estate transfer taxes, if any. At Purchaser's election, the description used in the deed shall be prepared in accordance with a survey of said premises to be obtained at Purchaser's expense. ~~It is agreed that Seller shall be responsible for the payment of all taxes and charges which may be levied or assessed against the premises hereunder.~~

9. In the event said premises consist of several parcels which are apparently contiguous, this contract is conditional upon there being complete contiguity along the entire common boundaries between said parcels.

10. The risk of condemnation and the risk of loss, damage or destruction of the