

treated as second lien holder in the benefits of such policy. It is likewise agreed that any condemnation payments paid prior to the conveyance of the subject property shall be for the interest of the Buyers, subject to the rights of the first mortgagee, and further subject to the rights which Sellers may have to have same applied to any remaining amounts due from Buyers to Sellers.

(4) That upon the payment of the amounts hereinabove specified the Sellers agree to convey the subject premises to the Buyers by a good and sufficient warranty deed, free and clear of any and all liens and encumbrances; provided, however, should the Buyers elect to pay the purchase price to the Sellers less amounts due on the first mortgage to Fidelity Federal Savings and Loan Association, the Sellers agree to convey the property as aforesaid but subject to the lien of the Fidelity Federal mortgage.

(5) If any of the payments as hereinabove set out go unpaid, these payments shall bear interest until paid in full at the same rate as principal and in case said sum or any part thereof be collected by an attorney or through legal proceedings, then in addition, the sum of ten (10%) per cent for attorney's fees to be paid by the Buyer; it is further agreed that in the event of failure by either party to abide by the terms of this Agreement, then and in that event, the party prosecuting the claim will be entitled to a reasonable amount as attorney's fees as set by the Court.

(6) It is agreed that time is of the essence of this contract and if the said payments are not made when due, the Sellers shall be discharged in law and equity from all liability to make said deed and may treat said Buyers as tenants holding over after termination, and will be entitled to require payment in full of the amounts due and payable under this Agreement.

(7) It is understood and agreed between the parties hereto that the Buyers are purchasing the property as of the date of this Agreement on an "as is" basis, and that the Sellers will have no responsibility after the date of the signing of these presents as to any up-keep, maintenance or depreciation.