

VII.

All fixtures and articles of personal property attached or appurtenant or used in connection with the premises are represented to be owned by the Seller free from all liens and encumbrances.

VIII.

J.C.B.
S.H.C.
J.S.S. *Purchaser*
 The ~~Seller~~ assumes all risks and liability for loss, damage or injury by fire, windstorm, accident or other cause to the premises until the delivery of the deed, ~~and further agrees that should the premises suffer any damage beyond ordinary wear and tear, he will repair the damage before the date for delivery of the deed herein designated, or that the Purchasers shall be allowed to deduct from the purchase price an adequate amount to effect such repairs.~~

IX.

Should default be made in the payment of said several sums of money or any or either of them or any part thereof, or in the payment of said interest, taxes, or assessments or any part thereof, or in any of the covenants herein to be by the Purchasers kept or performed, then the Seller shall at his election be discharged from all further obligation hereunder, time being of the essence of this agreement; and in case of any such default, the Purchasers hereby agree, upon demand of the Seller, quietly and peaceably to surrender to the Seller the possession of the premises and every part thereof, it being understood that until such default the Purchasers are to have possession of the premises. And it being further understood that in the event of default by the Purchasers that all payments theretofore made by the Purchasers will be retained by the Seller as liquidated damages for the breach of this contract.