

9. (A) Provided Buyer has not defaulted under the terms and conditions of the Sublease of said property with Seller, Seller shall deliver the deed to said property to Buyer, or Buyer's duly authorized representative on or before April 30, 1975.

(B) It is understood and agreed by and between the parties hereto that all understandings and agreements heretofore made between the parties in relation to the sale of said property, are merged into this Purchase Contract. The parties agree that this Purchase Contract is entered into after full investigation, neither party hereto relying upon any statement or representation not embodied in this Purchase Contract made by the other. Buyer has inspected the property and improvements thereon and is thoroughly acquainted with their condition.

(C) This Purchase Contract may not be modified orally, but only by written agreement duly executed by all the parties hereto.

(D) It is agreed that the terms and conditions of this Purchase Contract shall bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(E) It shall be a condition of Buyer's obligations hereunder that Buyer shall faithfully observe the covenants and conditions of Buyer's Sublease with Seller. In the event that Buyer shall be in default in the performance or observance of the covenants and conditions of said Sublease, or this Purchase Contract, the Seller may, at its option, elect not to consummate the sale herein contemplated, and in such an event, Seller may terminate said Sublease or Purchase Contract or both, and retain all monies previously tendered by Buyer.

10. It is agreed that real estate taxes and assessments applicable to the property and improvements thereon shall be prorated as of the date hereof.

Buyer  
Seller