

IN ADDITION IT IS AGREED AS FOLLOWS, TO-WIT:

1. Possession. Possession shall be delivered to the Buyer upon the execution and delivery of this agreement, unless otherwise provided herein.

2. Taxes and Assessments. The Buyer shall pay all taxes and assessments from date hereof and assessed and levied against said property hereafter, unless otherwise specified herein. Taxes for the fiscal year ending December 31, 1977, shall be prorated, as of the date of closing.

3. Deed, Title. The Seller on receiving payment of all amounts of money mentioned herein shall execute a grant warranty deed for Lot No. 4 and a quitclaim deed for Lot No. 3 in favor of said Buyer and shall deliver said deeds to said Buyer .

4. Default by Buyer. Should the Buyer fail to make said payments or any thereof when due or fail to comply with the conditions, covenants and agreements set forth herein, the amounts paid hereon may be retained by the Seller as the consideration for making this agreement and thereupon the Seller shall be released from all obligation in law or equity to convey said property and any occupancy of said property thereafter by said Buyer shall be deemed to be and be a tenancy at the pleasure of the Seller and said Buyer shall never acquire and expressly waives any and all rights or claims of title because of such possession.

5. Legal Expenses. Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney fee and all expenses in connection therewith.

6. Seller's option to Deliver Deed in Exchange for Note Secured by Mortgage. The Seller reserves the right to deliver the deed, at any time during the term hereof, and the Buyer, in lieu of this agreement, shall execute and deliver to said Seller, or his nominee, a note for all amounts of money then unpaid and said notes shall be secured by a Mortgage on said property and said Buyer shall likewise execute and deliver said Mortgage concurrently with the delivery of said note.

7. Effect of Waiver. The waiver by the Seller of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained here-