

time of closing with all fixtures in good working condition and further agrees to bear risk of any and all damage to the above described premises prior to the closing of this transaction or possession, whichever occurs first, ordinary wear and tear accepted.

Said property is being sold and purchased subject to zoning ordinances and regulations, building restrictions and conditions, restrictions and easements of Public Record.

Seller agrees to deliver a good and marketable or insurable title to the property above described, and title is to be conveyed by a good and sufficient warranty deed with dower renounced free and clear of all encumbrances except as herein set forth. <sup>Purchaser</sup> ~~EXCERPT~~ shall pay for the state and county documentary stamps and for the preparation of the deed. Purchaser agrees to notify seller in writing of any defects in title as soon as reasonably possible and if title proves not to be good and marketable or insurable, the seller is to make the title good and marketable or insurable, and shall have a reasonable time to do so.

This transaction shall be closed, the balance of the monies due shall be paid, and all documents signed by the parties hereto on or before three years from date hereof.

The parties hereto further agree that this written contract expresses the entire agreement between the parties, and shall be enforceable by either by specific performance, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

This contract shall be binding on both parties, their principals, heirs, personal representatives and assigns.

The undersigned jointly and severally agree to purchase the above-described property on the terms and conditions stated in the foregoing instrument.

Ray H. Gaines  
RAY H. GAINES