

(c) MAINTENANCE. Purchaser shall keep said property, together with all improvements thereon, including all utilities, in good and sufficient condition and repair, and shall also redecorate, paint and renovate the said premises as may be necessary to keep them in proper condition and good appearance.

(d) REMOVAL OF IMPROVEMENTS. Purchaser shall not remove, demolish or otherwise destroy or alter any improvements located upon the property without the written consent of Seller, nor shall Purchaser commit or suffer any waste, impairment or deterioration of any improvements to the property or any part thereof. In the event of default or abandonment, all improvements added by Purchaser and forming a part of or becoming a fixture to any improvement constructed or erected by Seller shall remain with and become a part of any such improvement constructed or erected by Seller.

5. DISCLAIMER BY SELLER.

To the extent permitted by law, Seller has entered into this Contract without any representation on its part as to the present or future condition of the property and/or improvements described herein. Seller shall not be responsible for any defect or change of condition in or about the premises nor for any damage to the same, except as otherwise specifically set forth herein. Purchaser shall be solely responsible for maintenance of the premises in a good and safe condition, and Seller shall not be responsible for any injury to any persons, nor for damage to any goods or things occasioned by any defect or condition in or relating to the premises, and Purchaser shall keep, save and hold harmless Seller from any and all damages and liabilities for anything and everything whatsoever arising from or out of the occupancy by or under the Purchaser, the Purchaser's agents or servants, or from any loss or damage arising from any fault or negligence by the Purchaser or any failure on Purchaser's part to comply with any of the covenants, terms and conditions herein contained.

6. DELIVERY OF TITLE.

Upon payment in full by Purchaser to Seller, Seller agrees to convey the within described property to Purchaser by a good and marketable fee simple title, free of all encumbrances or liens and warrants, except as otherwise herein provided.

7. DEFAULT.

Seller agrees that it will give Purchaser ten (10) days notice within which to make payment or reimbursement of any amount which may be due to Seller, including any past due monthly installment, any advance which might be made by Seller in behalf of Purchaser pursuant to Paragraph No. 4, and any deficiency for taxes, assessments or insurance premiums. Except as hereinabove provided in this Paragraph No. 7, the parties agree that time is of the essence of this Contract. Failure of Purchaser to pay any sum within ten (10) days after notice shall constitute a default in which event Seller shall be discharged in law and equity from all liability to make the aforementioned deed. Further, in the event of default by Purchaser, Seller may treat the Purchaser as a tenant holding over after termination or contrary to the terms of Purchaser's lease and shall be entitled to claim and recover or retain if already paid any and all monies paid by Purchaser prior to such default for rent, or by way of liquidated damages, or, in the alternative, Seller may seek specific performance of this Contract.