

Purchasers shall bear all the expenses of re-zoning. This contract shall become null and void if zoning meeting Purchasers' approval is not obtained.

5. SUBORDINATION: Seller realizes that Purchasers may wish to develop the property during the life of her note and mortgage. Seller agrees to subordinate her mortgage to a development loan which Purchasers may obtain for the development of the property.

6. WARRANTY DEED: Seller agrees to provide a general warranty deed with deed stamps attached, to be paid for by Seller, said deed to be free and clear of all liens and encumbrances, with any dower which may be required to be properly renounced.

7. SOIL TEST: Seller agrees to allow Purchasers and/or their agents upon the property for the purpose of taking soil and boring samples to determine the suitability of the site for development. If said soil and boring samples do not meet the approval of the Purchasers, this Contract shall become null and void.

8. COMMISSION: Seller agrees to pay a ten per cent (10%) real estate commission at closing.

9. RELEASE: Seller agrees to release ten (10) acres at closing upon the payment of the Sixty Thousand Dollars (\$60,000.00) herein called for. Seller agrees that the mortgage shall contain release provisions wherein the remainder of the property can be released at the rate of Twelve Thousand Dollars (\$12,000.00) per acre.

10. CONTINGENCIES: This contract is contingent upon water and sewer being available to the property and is further contingent upon the Purchasers obtaining suitable financing for development.

11. ~~SURVEY~~ Seller agrees to pay for a boundary survey, with the Purchasers being able to pick the engineer to perform said survey. Purchaser to Survey L.B.S.

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