

shall cease to have any interest in the premises and agrees to vacate the same and return same to the Seller in as good a condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy.

VII

Upon payment in full of the purchase price and all interests provided herein, the Seller agrees to provide a general warranty deed to the Purchaser conveying a good, marketable, fee simple title to the subject premises with documentary stamps affixed thereto for recording, free and clear of all liens and encumbrances except as follows: (a) zoning ordinances in effect at the time of the delivery of the deed; (b) county and city property taxes which accrue on or after January 12<sup>th</sup>, 1981; (c) all easements and rights-of-way appearing on the premises or of record and which do not render title unmarketable; (d) restrictive covenants affecting the premises, a copy of which is furnished herewith to the Purchaser; and (e) such a state of facts as would be disclosed by a current and accurate survey.

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VIII

The parties mutually agree that the terms and conditions hereof shall be binding upon themselves, their successors, heirs and assigns, and each acknowledges receipt of one copy hereof, each of which shall be and constitute an original.

To all of which the parties have heretofore agreed and in witness whereof have hereunto placed their hands and seals this day and date first above written.

WITNESSES:

James H. Ransier  
Barbara J. Cantrell  
as to Seller and as to  
Purchaser James H. Ransier

SELLER:

Harold J. Brown (SEAL)  
HAROLD J. BROWN  
June T. Brown (SEAL)  
JUNE T. BROWN

PURCHASER:

James H. Ransier (SEAL)  
JAMES H. RANSIER  
Carolyn F. Ransier (SEAL)  
CAROLYN F. RANSIER

January 2, 1981 James H. Ransier

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