

Lease Agreement with Option to Purchase continued page 2.

7. Seller agrees that during the life of this agreement, Seller will allow no further encumbrances than the mortgage above identified to be placed against the above identified property. Seller further agrees that the above identified mortgage will not be used to secure any funds beyond those secured on the date the mortgage was originally granted. Seller agrees to relinquish possession of the property to Buyer on the date and at the time this agreement is entered into.

8. If Buyer chooses to exercise his option to purchase, Seller agrees to assist Buyer in any reasonable way with the Buyer's obtaining the financing necessary to purchase the property.

9. Should Buyer choose not to exercise the option herein granted by the Seller within two (2) years, the Seller agrees to return to Buyer the sum of two thousand four hundred ninety dollars (\$2,490.00), *Plus DEH HNR JPR* ANY FUNDS DUE UNDER ITEM 24 ABOVE.

10. Should Buyer refuse to exercise his option to purchase, all monthly payments shall be treated as rent and Buyer shall not be entitled to any return thereof.

11. Buyer agrees to vacate said property within two weeks of his giving notice to the Seller of his intent not to exercise his option to purchase. This two-week period, however, shall not extend beyond the termination date of this agreement.

12. Buyer agrees to pay all regime fees beginning with Buyer's prorata portion of the October 1983 charge.

13. Buyer agrees to allow no liens or encumbrances to be placed against the property during the life of this agreement.

14. Seller agrees to remain liable for all taxes assessed against the property during the period of Buyer's actual occupancy of the premises.

15. Buyer agrees to be responsible for any damage which the property suffers due to Buyer's occupancy during Buyer's occupancy normal wear and tear excepted.

16. Seller agrees that at the time Buyer exercises his option to purchase the property if exercised within one year of the date of this agreement, all systems such as heating, cooling, plumbing, electrical will be in good working order and if repairs are needed to put the systems in good working order, Seller will make such repairs at Seller's expense.

17. Should the Buyer fail to perform any of the agreements contained herein, Seller upon thirty (30) days notice to the Buyer may require the Buyer to either relinquish possession of the premises or exercise the option to purchase. Should Buyer exercise his option to purchase, all agreements concerning exercise of the purchase option shall be fully applicable. Nothing in this agreement shall be construed as a waiver of Seller's right to seek damages by appropriate legal process.

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