

its standard rates and without exceptions other than the Permitted Title Exceptions. The Purchaser agrees to accept the property subject to existing zoning and building or health ordinances, laws and regulations. Seller represents that there is legal ingress and egress for the subject property.

5. Property Taxes. Seller agrees to pay 1983 property taxes, but Purchaser shall be responsible for paying subsequent property taxes.

6. Purchaser's Default. If the Purchaser shall be in default under this agreement, the Seller shall have the option of suing for damages for breach of contract, or specific performance, or of terminating the contract and retaining the earnest money deposit, but without prejudice to the Seller to pursue any legal or equitable remedy available to the Seller arising out of Purchaser's default.

7. Seller's Default. If the Seller defaults under this agreement, the Seller shall reimburse the Purchaser for all title examination cost, survey expenses, loan costs and other expenses incurred by the purchaser in preparing for closing, and the earnest money deposit shall be refunded to the Purchaser, and the Purchaser shall have the option of bringing an action for damages for breach of contract, or specific performance against the Seller, but without prejudice to the Purchaser to pursue any legal or equitable remedy available to the Purchaser arising out of the Seller's default.

8. Condition of Premises. The property is sold by the Seller in its present "as is" condition, and Purchaser agrees to accept said premises in their present condition.

9. Closing Expenses. The following items wherever checked are required and shall be obtained, completed and paid for prior to closing or at closing at the expense or responsibility of the parties checked opposite the item, unless otherwise indicated, to-wit:

<u>ITEM REQUIRED</u>	<u>SELLER</u>	<u>PURCHASER</u>
_____ Allowable Non-recurring Closing Cost	_____	_____
_____ Amortization payment schedule	_____	_____
_____ Appliance Inspection	_____	_____
_____ Appraisal Fee	_____	_____
_____ Attorney Fee for Closing	_____	_____
_____ Central Air Conditioning Inspec.	_____	_____
_____ City or County Codes Letter	_____	_____
_____ Connect to Public Sewerage	_____	_____
_____ Credit Report	_____	_____
<u>X</u> Deed Stamps	<u>X</u>	_____
<u>X</u> Drafting Deed	<u>X</u>	_____