

the subject property shall be found which render the title unmarketable or unacceptable, the Seller agrees that he shall, at his own expense and within a reasonable time not exceeding ninety (90) days following notice to Seller of such discovery, clear the title to the subject property. If the Seller cannot clear the title to the subject property within such time following notice, and unless Buyers may elect to terminate this Option, in which event it shall be rendered null and void and of not further force and effect and all option money returned to Buyers. Notwithstanding anything to the contrary hereinabove contained, the title to be conveyed by Seller to Buyers by delivery of a duly executed and recordable general warranty deed shall be subject to such easements, rights-of-way, conditions, covenants and restrictions which are a matter of record and/or actually existing upon the ground affecting said property. The Seller shall pay for the cost of preparing the deed and all documentary stamps to be affixed thereto. The Buyers shall pay for the cost of recording the deed. Ad valorem property taxes for the subject property shall be pro-rated as of the date of closing based upon the latest assessment of the subject property available as of the closing date.

(with no idea of option money to the option or loss of option time period)  
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6. The Seller specifically covenants and agrees that, in the event Buyers shall have elected to exercise the within Option, as of the closing date, all utility services including water, sanitary sewer, electricity and telephone will be available near the boundary lines of the property as of the closing date. Provided, however, that the Seller undertakes no obligation to provide for the installation of any utility nor undertakes any representation as to the adequacy of the same.

7. Following the date hereof, Buyers, their agents, servants, and employees, shall have the right to enter upon the subject property for the purpose of conducting architectural and engineering tests, soil borings, topographical surveys and any other test or study which the Buyers may deem appropriate provided, however, that any such work shall be done during reasonable daylight hours and shall be done in such a manner so as not to disturb occupants of houses located adjacent to or on the subject property. Further, in the event the Buyers shall not elect to exercise the within Option or elect to exercise the within Option but do not subsequently close, any and all damage to the surface of the subject property caused by any

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