

such tests or studies shall be repaired at the expense of Buyer.

8. The Buyers expressly covenant to the Seller that they are not acting as agents or brokers for anyone in the transaction contemplated by this Option and, accordingly, that no fees, commissions or other remuneration shall be due by Seller to anyone as a result of the conveyance by Seller of title to the subject property.

9. It is agreed that Seller must convey a good, marketable, fee simple title to the premises, free and clear of all liens and encumbrances including zoning laws, ordinances, or restrictions prohibiting the use of any part thereof for single family residences. In connection herewith it is specifically understood and agreed that all costs up to five thousand (\$5,000.00) dollars involved in getting the premises rezoned or obtaining a zoning variance, special exception, etc., or lifting property restrictions or the like that would prohibit the intended use by Buyers, shall be the exclusive expense of the Buyers if Buyers elect to obtain such variances, etc.

10. This Option shall be assignable and the provisions hereof shall be binding upon and inure to the benefit of Buyers and Seller, and their respective heirs, executors, administrators, successors and assigns.

11. The within Option to Purchase Real Estate shall constitute the entire agreement between the parties and shall not be modified or amended except by written agreement, duly executed by all parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the date and year first above written.

IN THE PRESENCE OF:

Bessie P. Cleveland

SELLER

Evelyn C. Nicholls

William E. Carpenter

BUYERS

Douglas M. Brown

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