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deed and mortgage.

- (3) Commencing August 1, 1984, Cox shall occupy the above property and shall pay Gentry monthly rental of \$200.00, payable in advance on the first business day of each month, until closing of title. Gentry shall give Cox actual possession of the above property on August 1, 1984.
- (4) Taxes and rental for any unused monthly term shall be prorated as of the closing date.
- (5) If the above property, or any part thereof, is materially damaged prior to closing date, Cox may terminate this contract and lease without penalty and with the absolute right to receive a return of his above \$500.00 earnest money.
- (6) Conveyance and rental of the above property shall include the curtains and metal out building now on the property. Cox may repaint, repair, improve, and decorate the above property as he deems fit, but Cox prior to closing shall make no structural alterations without Gentry's written consent.
- (7) Cox acknowledges and agrees that he is renting and purchasing the above property, and all fixtures thereon, in an "as is" condition without any express or implied warranties of merchantability, of fitness for a particular purpose, or of any kind or nature whatsoever as to the physical condition of said property and fixtures. This disclaimer, however, shall not apply to the warranty of title described in paragraph (2) above.