

4.

Seller shall convey the lands and real estate aforesaid free and clear of all taxes EXCEPT taxes accruing in the year 1973 and 1973 taxes shall be pro-rated to date of May 15, 1973, and Seller shall pay said taxes as pro-rated and thereafter Purchaser shall pay all taxes pro-rated subsequent to May 15, 1973; further, Purchaser shall insure all buildings and improvements upon the said lands against loss by fire in an amount of not less than ----- TWENTY-FIVE THOUSAND ----- DOLLARS (\$25,000.00), all at the cost of Purchaser; a policy of insurance as aforesaid shall be obtained with any company acceptable to Seller and a copy of said policy placed in the hands of Seller and said policy shall carry a loss-payable clause in favor of Seller as the interests of Seller may appear at the time of any loss; Purchaser shall have credit upon the purchase price for any and all sums so paid under and by reason of said policy;

5.

Seller shall deliver unto Purchaser on or before the 10th day of November, 1972, abstract of title continued to date hereof which shall show marketable title vested in Seller on the date hereof and Purchaser shall within THIRTY (30) DAYS thereafter examine the said abstract of title and in event title is found to be unmarketable Purchaser shall notify Seller and Purchaser shall have the following options to which Seller agrees:

- (a) At the demand of Purchaser, Seller shall quiet title of Seller in and to the above lands or any part thereof the title to which is found to be unmarketable;
- (b) Rescind the within agreement and thereby restore each party to his original position as held prior to this agreement and this agreement shall be null and void and Seller shall return to Purchaser all monies paid hereunder;