- 7. This transaction shall be closed with all conditions provided herein complied with on or before December 1, 1982, and it is agreed that time is of the essence under the terms of this Bond for Title. It is further agreed that, as set forth above, there shall be no deed delivered to the Purchaser at the time of closing, said deed to be delivered only upon the full payment of the purchase price as set forth herein. In that regard, the Purchaser shall be entitled to prepayment of its second mortgage to the Sellers any time without penalty, and the Purchaser shall also be entitled to prepay the first mortgage at any time without penalty from the Sellers.
- 8. Both Sellers and Purchaser agree and covenant to execute or deliver any documents which may be necessary or otherwise appropriate to carry out the terms of this Bond for Title.
- 9. Should any provision of this Bond for Title be declared by a Court to be illegal or unenforceable, the remaining terms and provisions shall be unaffected and shall remain in full force and effect; further, the failure by either party to enforce any provision of this Bond for Title upon a violation thereof by the other party shall not be construed as a waiver of that provision or of any right under any other provision.
- 10. The Purchaser shall be responsible for all normal closing costs incurred in this transaction as well as the recording of this Bond for Title and all mortgages set forth herein, the preparation thereof and its own attorney's fees, and the Sellers shall be responsible for obtaining any revenue stamps required on this Bond for Title as well as for their own attorney's fees.
- ll. This Bond for Title contains the entire Agreement between the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Bond for Title shall not be binding upon the parties hereto unless such amendment is in writing and executed by all parties hereto and duly recorded. The provisions