

examination costs, survey and other expenses incurred by the Buyer in preparing for closing and the earnest money deposit shall be refunded by the Buyer and the Buyer shall have the option of bringing an action for damages or specific performance against the Seller, but without prejudice to the Buyer to pursue any legal or equitable remedy available to the Seller against the Buyer.

7. BUYER'S DEFAULT. If the Buyer shall default under the Contract, the Seller shall have the option of suing for damages or specific performance or of terminating this Contract. In the event of default by the Buyer, the Seller shall be entitled to retain the earnest money deposit, but without prejudice to the Seller to pursue any legal or equitable remedy available to Seller.

8. BINDING AGREEMENT. This Agreement shall bond and inure to the benefit of the respective parties hereto, their heirs, successors, executors, administrators and assigns.

9. WRITTEN CONTRACT ONLY AGREEMENT. The parties hereto further agree that this written contract expresses the entire agreement between the parties and this Contract may not be changed orally, but only by an instrument in writing signed by the party against whom enforcement of such change is sought.

This Contract is contingent upon the collection of all check delivered as earnest money or as payment upon closing, otherwise, this Contract shall be deemed null and void and any deeds or other instruments delivered hereunder shall be deemed automatically rescinded.

It is understood and agreed between the Buyer and Seller that this Contract contains the complete agreement between the parties and that it clarifies, modifies and replaces the earlier Contract between the parties.

WITNESS OUR HANDS and seals this 7 day of February, 1984.

J. M. L.  
B. K. W.  
C. H. W.