

thirteen months, at which time the Purchasers shall purchase and Seller shall sell said property, and the Seller shall transfer title to said property, by general warranty deed, and free from encumbrances and liens to the Purchasers. Should a wrap-around mortgage situation be used at the time to purchase the property, both parties agree to such an arrangement.

PURCHASE: The Purchase Price shall be \$75,500.00. Buyer has previously paid a binder of \$3,500.00 and received work credits of \$2,900.00. Seller shall receive a downpayment at closing of \$8,100.00 leaving \$61,000.00 due as the face amount of this Lease-Purchase Agreement.

LEASE: The Seller presently has a construction loan on the subject property which will remain during the course of this Lease-Purchase Agreement. Lease payments shall be the interest on \$61,000.00 at the prevailing interest rate charged on the Seller's construction loan the month before. The first payment shall be September 1, 1984 which shall be based on August interest rate charged to Seller on his construction loan.

SELLER warrants to keep the aforementioned real property free and clear of all liens and encumbrances pending the final termination of this Agreement. PURCHASER agrees to do likewise.

POSSESSION of the said premises shall be given immediately upon closing and all taxes, interest, water, sewer, electrical, gas, fuel oil, special assessments, and rents, if any, shall be pro-rated at that time.

PURCHASERS and SELLER shall maintain sufficient insurance coverage on said premises so as to protect the interest of all parties hereto.

SELLER warrants that furnace, air conditioning, appliances, plumbing, electrical, gas and sewer be in satisfactory repair and working order at time of possession.

SELLER agrees to have the property and any structures thereon inspected by a bonded pest control firm: to correct any damage found; and to furnish at time of possession a certification from said firm stating that the property

1
B
B
B
B

14328 NY 21