

& Loan Association shall remain constant and shall not be subject to increase. It is understood by and between the parties hereto that when the property is transferred in accordance with this Agreement that First Federal Savings & Loan Association may increase the rate or decrease the rate as circumstances may dictate.

It is further agreed between the parties hereto that if for some reason the Purchaser is prevented by First Federal Savings & Loan Association from assuming said loan that the Seller will, at the Purchaser's option extend this Agreement for the duration of the said loan. If this Agreement is so extended, the Seller may pass on to the Purchaser any additional interest charge First Federal Savings & Loan Association may make under the first mortgage.

It is further understood by and between the parties hereto that the Seller shall transfer or cause to be transferred any deposits for utility services now held by any utility companies servicing the realty with improvements described hereinabove. The Seller further agrees to transfer to the Purchaser any and all deposits which the tenants have made to him.

The Seller agrees to make certain construction efforts to alleviate the water problems surrounding Building No. 1 located on the above described realty. The Seller agrees to complete the concrete block wall along the rear of Building No. 1 which building is located nearest to 291 By-Pass. Seller further agrees that at the west end of wall a concrete block head wall will be constructed to channel water away from the building. Seller further agrees to construct concrete swells between the patios of Building No. 1 and the concrete block wall at the rear of said building so as to eliminate surface water from standing on the premises. At the eastern end of said building Seller agrees to construct a concrete swell to channel water away from the buildings onto the asphalt drive area at the front of the building. Seller further agrees to replace all redwood patio partitions when the construction work reflected herein has been completed. The construction work herein shall be completed on or before June 1, 1973.

The Seller hereby acknowledges responsibility for all construction on the subject property and for that described above and hereby warrants that said work is of workmanlike quality free of any latent or patent defects.