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possession of the premises and all improvements thereof, without recourse to law, retaining any payments made hereunder as liquidated damages and rent, and, in such event, the Purchaser shall cease to have any interest in the premises and agrees to vacate the same and return same to the Seller in as good a condition as when received, excepting only reasonable wear and tear occasioned by everyday use and occupancy.

VI.

The date of closing this agreement shall be on or before October 30, 1984 and possession of this premises will be delivered at closing.

VII.

Upon payment in full of the purchase price and all interest provided herein, the Seller agrees to provide a general warranty deed to the Purchaser conveying a good, marketable, fee simple title to the subject premises with documentary stamps affixed thereto for recording, free and clear of all liens and encumbrances except as follows: (a) zoning ordinances in effect at the time of the delivery of the deed; (b) county property taxes, as well as city property taxes if applicable, which accrue on or after October 30, 1984, all easements and rights of way for roads, utilities and drainage, etc., appearing on the premises or of record and which do not render title unmarketable; (c) restrictive covenants affecting the premises, if any, a copy of which is furnished herewith to the Purchaser; and (d) such a state of facts as would be disclosed by a current and accurate survey. In connection therewith, the

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