

We acknowledge receipt of Two Thousand Three Hundred and 00/100 (\$2,300.00) Dollars this day deposited with us as Earnest Money by The Pure Oil Company, and agree that when this transaction is closed that said Two Thousand Three Hundred and 00/100 (\$2,300.00) Dollars shall be applied against the purchase price; all to the end that we will deliver to said Company said Warranty Deed, as afore-said, upon the payment of an additional Twelve Thousand and 00/100 (\$12,000.00) Dollars; and

We agree that if we are unable to convey good and marketable title to said property to said Company free and clear of all liens and encumbrances, in the sole judgment of the attorney examining the title for said Company, or title acceptable to said Company, at the time this transaction would otherwise be closed, or within sixty (60) days after written notice from said Company outlining objections to our title, then the obligation of said Company to purchase said property hereunder shall end and said Two Thousand Three Hundred and 00/100 (\$2,300.00) Dollars shall be refunded to said Company on demand; and

We understand that said Company is purchasing said property upon which to construct and operate an automobile service station for the sale and distribution of petroleum products, automobile accessories and services; and we agree that any restrictions and/or State, County, Municipal or other government laws, ordinances, rules or regulations (including limited access rules, restrictions, or regulations) which prohibit, limit, or restrict the use of the property for such purposes, will, insofar as this agreement is concerned, be construed to render title to said property not good and not marketable; and

We agree that Ad Valorem taxes on the above described property shall be prorated to the date on which the deed of conveyance is delivered to said Company; and that we will pay all special assessments against said property for improvements heretofore completed, whether said special assessments are payable in a lump sum or on a deferred basis; and

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