

principal as stated hereinabove in the amount of Eighty Two Thousand and No/100 (\$82,000.00) Dollars by the Purchaser, and will immediately have said release executed and recorded upon said partial prepayment being made. Seller further warrants and covenants that the property will be transferred by fee simple, general warranty deed upon compliance by the Purchasers with this Contract free and clear of any and all liens, encumbrances, mortgages, taxes or assessments. Seller further warrants that it will make no real estate mortgage or other voluntary lien using the subject property as collateral after the execution and recording of the within Contract for Deed so long as the Purchasers are not in default under any of the terms and conditions hereof.

Both the Seller and the Purchasers have the right to assign all rights under the within Contract so long as the assignee complies with all of the terms and conditions hereof.

From and after the date of execution and acceptance of the within Contract for Deed, the risk of loss and of all improvements now located on or hereafter erected on the subject property shall be upon the Purchasers. In the event that the subject property is deeded to the Purchasers as stated hereinabove upon partial prepayment, Purchasers agree to insure the premises and to name the Seller as loss-payee under the said fire extended coverage insurance policy.

Upon payment of the purchase price set forth above, the Seller does hereby agree to execute and deliver unto the Purchasers a good, fee simple, marketable general warranty deed to the property. Any title defects or encumbrances are to be cleared at the expense of the Seller. In the event of any litigation by reason of the default in this Contract by either party, the party at fault as determined in the Court action shall be responsible for the other parties costs and reasonable attorney's fees incurred in obtaining enforcement of this Contract.

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