

4. TAXES. Taxes and assessments shall be prorated as of the date of closing, i. e. November 22, 1982.

5. CONTINGENCIES. This agreement is contingent upon the following items:

(a) That heating, electrical and plumbing systems are in good working order.

(b) That Purchaser shall be allowed to assume the two mortgages existing on the land having an approximate balance of \$44,281.50 and \$39,941.60.

6. CLOSING. Final closing shall take place on or before April 15, 1983 unless said date shall be extended by the parties in writing.

7. COMMISSION. Seller shall pay a real estate commission of 7% to the Goldsmith Company.

8. CLOSING COSTS. The Seller shall provide a fully executed General Warranty Deed with the appropriate stamps affixed thereto and Purchaser shall be charged with all other closing costs including the recording of the Deed.

9. POSSESSION. The Seller shall remain in possession of the premises until July 31, 1983, upon payment to the Purchaser of the sum of \$328.00 per month beginning December 1, 1982. Purchaser shall give sixty (60) days notice to the Seller prior to requiring Seller to vacate. During the period in which the Seller remains on the premises, the Seller shall be required to do general and normal maintenance as well as upkeep of the premises with the Purchaser being responsible for major expense not related to normal wear and tear. During this period