deed with proration of taxes, rents and insurance to date of delivery of deed. It is understood and agreed that the sum of One Hundred Twenty Five and No/100 (\$125.00) per month beginning April 15, 1973 in accordance with a lease of the property herein covered between the parties hereof shall apply against the purchase price.

- 3. Optionor shall convey to Optionee a fee simple title to the real estate above described by general warranty deed, properly stamped, with dower properly renounced.
- 4. Optionee shall have a reasonable time after notice of such exercise to examine, perfect, and insure the title to said real estate and Optionee's obligation to accept a conveyance thereto and to pay the consideration thereof shall be conditioned upon Optionor's ability to convey a good, marketable fee simple title to the premises, free and clear of all liens and encumberances, including zoning laws, ordinances or restrictions prohibiting the use of any part thereof for commercial purposes.

If Optionee cancels this option or declines to accept title to the above described premises under the provisions of paragraph 4 hereof, all deposits shall be refunded to Optionee by Optionor, whether or not notice of exercise of this option shall have been given.

- 5. Subject to the provisions of paragraph 4, all deposits shall be forfeited if this option is not exercised.
- 6. This option contains the entire and only agreement between the parties hereto, and no oral statements or representations or prior written matter not contained in this option shall have any force or effect. Likewise, this option shall not be amended or modified in any manner except by a writting executed by all the parties hereto.
- 7. This option shall be assignable and the provisions hereof shall be binding upon and inure to the benefit of Optionor

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