

assigns, free from all liens and encumbrances of any kind except for the two mortgages recited above to be assumed by the Purchaser as part of the purchase price.

Conveyance of the chattels described herein shall be by bill of sale conveying full title to the Purchaser or his assigns by the Seller, free and clear of all liens and encumbrances. The bill of sale will contain warranties that the Seller is the sole owner of said chattels, that she has the full and sole right to sell them, and that they are free and clear of all liens and encumbrances.

Assignment of the lease shall be by instrument satisfactory to the Purchaser to convey to him or his assigns all of the right, title, and interest of the Seller in any lease which may now exist or in any lease which may be subsequently executed with any tenant of the real property as Lessee and the Seller as Lessor.

All risk of loss or damage to said real property or chattels by fire or other casualty shall be upon the Seller until delivery to the Purchaser of the instruments conveying title thereto and the assignment of the lease.

If the title to said real property and chattels shall be found to be unmarketable and cannot be amended within ninety (90) days from the date of closing or if any lease upon said premises which may be entered into by the Seller and any tenant of said real property after the date of this Agreement shall not meet with the approval of the Purchaser and cannot be amended within ninety (90) days from the date of closing, then, this Agreement shall be null and void, and the Seller shall refund to the Purchaser the sum of Three Thousand (\$3,000.00) Dollars paid by him to her as earnest money and any other sums which he may pay to her as an advance upon the purchase price, immediately upon demand.