

conditions, covenants and restrictions which are a matter of record and/or actually existing upon the ground affecting said property. The Seller shall pay for the cost of preparing the deed and all documentary stamps to be affixed thereto. The Buyers shall pay for the cost of recording the deed. Ad valorem property taxes for the subject property shall be pro-rated as of the date of closing based upon the latest assessment of the subject property available as of the closing date.

~~Within ten (10) days from the receipt of the additional \$15,000.00, if paid, Seller or his agent agrees to notify the tenants who are renting the houses located on the property that the property is subject to an option to buy, and that upon the giving of sixty (60) days notice, the tenants must vacate the property. In addition, once the Buyers give notice of their intention to exercise this option and purchase the property, Seller shall notify the tenants to vacate the premises within sixty (60) days from the giving of such notice.~~

7. The Seller specifically covenants and agrees that, in the event Buyers shall have elected to exercise the within Option, as of the closing date, all utility services including water, sanitary sewer, storm drainage, electricity and telephone will be available at the boundary lines of the property as of the closing date. Provided, however, that the Seller undertakes no obligation to provide for the installation of any such utility nor undertakes any representation as to the adequacy of same.

8. Following the date hereof, Buyers, their agents, servants, and employees, shall have the right to enter upon the subject property for the purpose of conducting architectural and engineering tests, soil borings, topographical surveys and any other test or study which the Buyers may deem appropriate provided, however, that any such work shall be done during reasonable daylight hours and shall be done in such a manner so as not to disturb occupants of houses located adjacent