

liens and encumbrances except as stated in this offer. If the title commitment fails to show marketable or insurable title in Seller, a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient Executrix's Deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to nondelinquent real estate taxes, easements, zoning, covenants, conditions and restrictions of record.

7. Real estate taxes accrued against the property shall be prorated through the date of closing and Seller shall pay all taxes allocated to the property through said date of closing. All prorrations of real estate taxes shall be calculated using the most recent real estate bills available. Purchaser shall be solely responsible for taxes allocated to the property after the date of closing. Any taxes not assumed by Purchaser and which are not due and payable at the time of closing shall be allowed to Purchaser as a credit on the Purchaser's cash payment required at closing, and the Seller shall not be liable thereafter for such taxes.
8. Purchaser shall be given possession of the property at closing and in the condition existing at the time of this offer, ordinary wear and tear excepted. A failure on the part of Seller to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to Purchaser Sixty Dollars (\$60.00) per day as damages for breach of contract and not as rent.
9. Buyer shall forfeit and forgo from the Purchaser's inheritance from the Estate, in accordance with the Stipulated Agreement the amount of Ten Thousand Dollars (\$10,000.00) at closing. Said foregone inheritance is to be credited to the Seller at closing.
10. The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. Purchaser shall be responsible for risk of loss by destruction or damage to the property by fire or otherwise after the date of closing.
11. If Buyer chooses to have a survey performed on the Real Estate, it will be at Buyer's expense.
12. This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, hot water heaters, screens, storm windows, doors, attached carpeting, television antennas, trees, shrubs, and fences.
13. It is expressly agreed that this Agreement to Purchase Real Estate includes the entire agreement of Purchaser and Seller. This Agreement to Purchase Real Estate shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This Agreement to Purchase Real Estate