

I /WE TOWN OF PELHAM

1. The Purchaser hereby acknowledges that he is purchasing this property subject to all rules, regulations, directions or restrictions imposed by statute or municipal by-law or otherwise, governing the use of the subject property, and he hereby assumes all of the obligations and risks associated therewith.
2. The Vendor gives no warranty concerning the condition of the property nor as to the purpose for which it may be used.
3. The Vendor will convey the said lands by one deed.

4. The Purchaser is to be allowed fifteen (15) days from the date that the notice of acceptance is received by the Purchaser to examine the title at his own expense. If within that time any valid objection to title is made by the Purchaser which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be null and void.
5. ~~It is understood and agreed that the title to the subject property will be conveyed in the same name or names under which the title to the Purchaser's adjoining lands is held.~~
6. The deposit, which is paid herewith, shall be held by the Vendor without interest. If the Purchaser fails to pay the balance of the purchase price within the time limit under this Agreement, The Vendor may elect to terminate this Agreement. Thereupon such deposit shall be forfeited to the Vendor. The Vendor may thereupon sell, lease, or otherwise dispose or deal with the property free of any claim whatsoever of the Purchaser.
7. In the event the Purchaser requests an extension of the closing date and such is granted by the Vendor, the Purchaser will comply with any requirement of the Vendor for an increase in the amount of the deposit upon the terms and conditions of the agreement applicable to the deposit paid herewith, and the amount due on closing will be subject to the payment of interest during the time so extended. The rate of interest will be the prime interest rate charged by the chartered banks at the time said extension is granted.

8.

Title to the adjoining lands now owned by me (us) is held in the following name(s).

PRINT LEGAL
NAME(S)
AND ADDRESS

N/A

EITHER INITIAL
HERE

(a) There is no mortgage outstanding against my (our) adjoining lands and such lands are free of any encumbrances.

OR COMPLETE

(b) The following mortgage (a) or charges are outstanding against my (our) adjoining lands:

PRINT NAME
AND ADDRESS
OF MORTGAGEE(S)

I/WE hereby undertake to advise any mortgagees holding a mortgage on the adjoining property now owned by me (us) of any conveyance which the Vendor may deliver to me (us), and if requested by such mortgagee, will give to him a new mortgage on my property which will include the lands being acquired from the Vendor.

This offer shall be open for acceptance by the Vendor for thirty (30) days from the date hereof.

Dated at the Town of Pelham this 2nd day of March 1984.

Witness:

Purchaser:

E. F. Bergenstein (Seal)

Mary Helt (Seal)