

PURCHASE AND SALE AGREEMENT

**From the Office of:
Apostolica, Donovan & Donovan
172 Newbury Street
Boston, MA 02458**

This 5th day of November 2010

**1. PARTIES
AND MAILING
ADDRESSES**

Margaret M. Murray, Trustee, 61 Pearl Street Nominee Trust
Of 98 Washington Street, Newton, MA

Hereinafter called the SELLERS, agree to SELL and

Citizens for Affordable Housing in Newton Development Organization, Inc.
Of 1075 Washington Street, Newton, MA 02465

Hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A certain parcel of land and the buildings thereon known and numbered as 61 Pearl Street, Newton, MA and more fully described in a Deed filed with Middlesex Registry of Deeds in Book 53292, Page 25.

**3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES**

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, including all fixtures and appliances currently on the premises.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) provisions of existing building and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) any liens for municipal betterments assessed after the date of this agreement;
- (d) easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises as a multi family dwelling.

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

**6. REGISTERED
TITLE**

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is Seven Hundred Eighty Thousand and 00/100 (\$780,000.00), of which

\$	38,500.00	to be paid as a deposit upon signing of the P&S
\$	500.00	paid with Offer to bind purchase
\$	741,000.00	is to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s), or attorney IOLTA check drawn on a Massachusetts conveyancing account.
\$	780,000.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12:00 Noon on the 20th day of December, 2010 at the office of Buyer's lender's attorney unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. BUYER shall not be entitled to take possession of the premises until such time as all funds have been released to SELLER.

9. POSSESSION AND CONDITION OF PREMISE.

Full possession of said premises, subject to all tenants and occupants as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they are now are, reasonable use and wear thereof excepted and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to thirty (30) calendar days as is necessary. The SELLER shall not be required to expend more than \$2,000.00 exclusive of voluntary monetary liens and real estate taxes to comply with the requirements of this paragraph.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amount recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) If a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance and recording of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or within a reasonable time after closing with respect to the recording of mortgage discharges in accordance with standard Massachusetts practice.

15. INSURANCE

Until delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	\$ As Presently Insured
(b) Extended Coverage	

16. ADJUSTMENTS Water and sewer use charges and taxes for the then current fiscal year, shall be apportioned, and rental payments shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with the reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE A Broker's fee for professional services rendered of 4% of the purchase price is due from the SELLER to GMAC Hammond Residential and Karp, Liberman & Ker, but only if as and when the Deed is recorded and the SELLER receives the full purchase price but not otherwise.
19. BROKER(S) WARRANTY The Brokers named herein warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT All deposits made hereunder shall be held in escrow by GMAC Hammond Residential Brokerage as escrow agent, subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. Deposit shall be placed in an interest-bearing account with all interest divided equally between BUYER and SELLER at closing. In the event of a default, interest shall follow the deposit. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER or an order of court of competent jurisdiction.
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy for any breach by the BUYERS under this agreement.
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s) and to any amendments or modifications of such provisions to which the Broker(s) agree (s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Brokers(s): NONE by the SELLER, None by the BROKER.
26. MORTGAGE CONTINGENCY CLAUSE In order to help finance the acquisition of said Premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$770,000 at prevailing rates, terms and conditions. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained on or before December 10, 2010, the BUYER may terminate this Agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto. Diligent efforts as defined herein shall not require application to more than one lending institution. The word "commitment" as used herein shall be defined to mean a written commitment containing only conditions which can be reasonably met by BUYER.

27. CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER assumes all responsibility for this obligation.

29. SMOKE DETECTOR CARBON MONOXIDE The SELLER shall at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

30. ADDITIONAL PROVISIONS See Rider A attached hereto and incorporated herein by reference.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Margaret Murray
SELLER

SELLER

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Bl's [unclear] [unclear]
BUYER *Executive Director*

BUYER

**RIDER A
TO PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
61 PEARL STREET NOMINEE TRUST
AS SELLER
AND
CITIZENS FOR AFFORDABLE HOUSING
IN NEWTON DEVELOPMENT ORGANIZATION, INC.
AS BUYER
PREMISES: 61 PEARL STREET, NEWTON, MA**

1. General Conditions. By signing at the end of this Rider, the parties hereto agree that:
 - (a) Except for certain changes indicated thereon, any additions or alterations to Paragraphs in the Standard Form Purchase and Sale Agreement to which this Rider is attached (“the Form P&S”), are identified herein by reference to, and are numbered as, the corresponding Paragraph numbers;
 - (b) if any of the terms and conditions of this Rider shall conflict in any way with the Form P&S, then the terms and conditions of this Rider shall control;
 - (c) the Form P&S, together with all of the exhibits and riders referenced herein, are collectively referred to herein as the “Agreement”;
 - (d) “the Closing” shall mean the time for performance or the time for delivery of the deed to be delivered hereunder; wherever in this Rider or in the Form P&S reference is made to the time for performance or the time or date for delivery of the deed or the Closing, such reference shall be the date specified in Paragraph 8, as the same may be extended pursuant to the provisions hereof;
 - (e) whenever in this Agreement the expiration of a specified number of days or other period of time giving rise to certain rights or obligations falls on a Saturday, Sunday or legal holiday, such expiration shall automatically be deemed extended to the next regular business day;
 - (f) the documents executed by the parties hereto entitled “Offer to Purchase Real Estate” or “Option Agreement” are hereby superseded and shall have no further force and effect;
 - (g) this Agreement may be executed in any number of original counterparts, all of which evidence only one Agreement, but only one of which need be produced for any purpose;
 - (h) any matter or practice arising under or relating to this Agreement that is the subject of a title standard or practice standard of the Real Estate Bar Association of Massachusetts in effect on the date of this Agreement shall be governed by such standard to the extent applicable.
2. This Agreement may not be assigned by the BUYER without the prior written consent of SELLER and any purported assignment in violation of this provision shall be null and void. If BUYER purports to assign this Agreement, then, at SELLER’s option, this Agreement shall terminate and all deposits hereunder shall be paid to SELLER and become SELLER’s property as its sole and exclusive remedy.
3. If BUYER records this Agreement or a copy hereof, this Agreement shall, at SELLER’s option, terminate and all deposits hereunder shall be paid to SELLER and become the SELLER’s property as its sole and exclusive remedy.

4. BUYER agrees that it is the BUYER'S responsibility to conduct independent investigations regarding the subject premises. The SELLER has urged the BUYER to employ the assistance of a capable real estate attorney and a home, pest and septic inspector, and, as appropriate, with local city or town officials such as tax assessors, zoning and building departments and the Board of Health, and to identify, investigate or verify all issues, concerns and matters that are important to the BUYER. This information may include, without limitation, the age and condition of the home or its components; square footage and boundaries of the lot; information concerning septic system or sewerage disposal; zoning; square footage of the home; condition of all parts of the home, including age of mechanical and electrical systems; past or present structural problems of the home, including problems with the roof or basement; the title to the property; annual taxes; if a condominium, the condition of the association, financial and otherwise, and its legal status.
5. The BUYER acknowledges that BUYER has been given the opportunity to have professional inspectors check the property for structural, mechanical, pest, radon, and lead paint conditions prior to signing this contract. Except as otherwise provided herein, the BUYER hereby acknowledges that the inspections which BUYER chose to be performed have been completed at the time of signing this contract and are acceptable. BUYER waives all claims against the SELLER arising from BUYER'S failure to obtain any inspection of the premises.
6. Except as otherwise provided herein, BUYER expressly acknowledges that SELLER has not made and does not make any representations or warranties as to the condition of the Premises, or any other matter affecting or relating to the Premises, that the BUYER has been afforded an adequate opportunity to inspect and evaluate the condition of the Premises. Except as otherwise provided herein, BUYER hereby expressly acknowledges that no such warranties or representations have been made, and BUYER agrees to accept the Premises in "AS IS" and "WHERE IS" condition based solely upon BUYER's own inspection of the Premises, and without any warranty, express or implied, as to the merchantability of the Premises or of its fitness for any particular use or purpose. SELLER has not made any representations or warranties as to condition, expense of operation or any other matter or thing affecting or relating to the property, except as set forth in writing. Except as otherwise provided herein, SELLER specifically makes no representations of any kind as to the presence of any paint or other substance which contains or may contain dangerous amounts of lead or other substances as defined in M.G.L., c. 111, §190, et seq., or other law regulation, urea formaldehyde insulation or radon gas. The provisions of this paragraph shall survive the delivery of the deed.
7. BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
8. In the event that the date for the Closing, or the date that any notice required pursuant to this Agreement is due, falls on a Saturday, Sunday, or legal holiday, the Closing, or the due date of such Notice, shall be the next business day.
9. BUYER acknowledges that BUYER has received from SELLER and signed the lead paint property transfer notification certification for the Department of Public Health, Commonwealth of Massachusetts pursuant to Massachusetts General Laws.
10. The SELLER represents to the BUYER that the SELLER is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code. The SELLER agrees to deliver at the time of the delivery of the deed hereunder a so-called "non-foreign certificate" sufficient to qualify for an exemption pursuant to Section 1445(b)(2) of said Code.

11. BUYER and Seller represent to each other that neither has contacted or consulted with a real estate broker concerning this transaction for which a real estate broker's fee or commission is due other than the Broker set forth in Paragraph 18 hereunder. If any claim is made by any real estate broker, the party who contacted and/or consulted with the real estate broker except as set forth in Paragraph 18 hereunder shall be liable for any fees or commission due for this transaction, and that party agrees to indemnify and hold harmless the other party with respect to any claim, loss, damage, cost, attorney's fees or liability which may be incurred by the other party as a result of such claim for a broker's fee or commission. The provisions of this paragraph shall survive delivery of the deed.
12. Any notices required or permitted to be given by this Agreement shall be written and shall be given and deemed to be effective when mailed by registered or certified first class mail, return receipt requested, postage prepaid, or via Federal Express or other similar national overnight carrier, or when sent via telecopiers or telefax machine with a confirmation or signal received, or when hand delivered with a signed receipt, addressed in the case of the BUYER to the address set forth in Paragraph 1 with a copy to:

Russell N. Stein, Esquire
Ruberto, Israel & Weiner, P.C.
100 North Washington Street
Boston, Massachusetts 02114
Telephone: 617-742-4200
Facsimile: 617-742-2355

And in the case of the SELLER to:

Deirdre T. Murray, Esquire
Apostolica, Donovan & Donovan
172 Newbury Street
Boston, Massachusetts 02116
Telephone: 617-909-1099
Facsimile: 781-923-1252

Each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on that party's behalf any agreements extending the time for the performance of any event or of any notice that may be given under this Agreement.

13. The BUYER and their agents shall have the right of access to the Premises prior to the time specified for delivery of the SELLER'S deed, limited to three visits (exclusive of the right contained in Paragraph 9 of the Form P&S), for the purpose of inspecting the Premises or showing the Premises to prospective mortgage lenders; said right of access shall be exercised only in the presence of SELLER or SELLER'S agent and only after reasonable notice thereof to SELLER.
In connection with such access, BUYERs shall indemnify and hold SELLER harmless from and against any claim or damage arising as a result of the acts or neglect of BUYER and BUYER's agents.
14. Seller represents to the best of their knowledge that there is no urea formaldehyde foam in the premises.
15. SELLER agrees to execute and deliver such true documents, affidavits and indemnifications as are customarily required of SELLER of real estate by BUYER's mortgagee or by a nationally recognized title insurance company intending to issue a title insurance policy for the benefit of BUYER and/or BUYER's mortgagee including, but not limited to, an affidavit pursuant to Section 1445 (b)(2) of the Internal Revenue Code to establish that SELLER is not a "foreign person" within the meaning of that

section, FHLMC/FNMA Affidavit, Mechanics Lien Affidavit and Parties in Possession Affidavit, Deficit Reduction Act Notice, Smoke Detector Notice, HUD Settlement Statement, and UFFI Affidavit.

16. Buyer and Seller hereby agree that the premises is being conveyed subject to the following tenancies currently in place:

UNIT	TENANT	RENT	LEASE DATE
1	Tenants' names omitted in online version for Newton Community Preservation Program, to protect privacy.	\$1150/month	8/1/10-7/31/11
2		\$1200/month	1/1/10-12/31/10
3		\$1400/month	8/22/10-8/29/11
4		\$1200/month	Tenant at Will

Seller will credit Buyer \$4950.00, on the date of closing for last months rent provided by each Tenant to the Seller. A true and correct copy of each lease is attached hereto as Exhibit "A.". During the period between the execution of this Agreement and the Closing, SELLER shall not enter into any new leases, or amend, modify, extend, renew, or terminate any leases without the prior written consent of BUYER, which consent shall not be unreasonably withheld, conditioned or delayed. SELLER represents that it has no security deposits for any of such tenancies and SELLER will provide BUYER, on or before the closing with evidence that the tenant for Unit 3 did not post a security deposit or is entitled to interest on the last month rent such tenant paid. SELLER further warrants that no interest is due on the last month's rent received from the above tenants. SELLER shall assign the Leases to BUYER pursuant to such assignment document as is reasonably acceptable to the Parties hereto. The provisions of this paragraph shall survive the closing.

17. It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this Agreement unless:
- (a) all buildings, structures and improvements, including but not limited to any driveways, garages and sanitary systems, and all means of access to said premises, shall be located completely within the boundary lines of said premises or shall have easements for the same and shall not encroach upon or under the property of any other person or entity;
 - (b) no building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
 - (c) the premises shall abut a public way or have the benefit of a right of way over private ways leading to a public way, duly laid out or accepted as such by the city or town in which said premises are located; and
 - (d) the premises are equipped with all necessary utilities, including without implied limitation electricity, wiring for telephone service, municipal water and sewer, and the boiler, burner and hot water tanks are owned by SELLER and are not rented.
 - (e) All buildings, structures and improvements are located on the premises in compliance with all applicable zoning laws and regulations.
 - (f) The Premises complies with all applicable zoning laws and regulations for lots with multi family residences located thereon, either as a pre-existing nonconforming use, pursuant to a variance, or as a matter of right.

18. The SELLER makes the following representations as of the date hereof and as of the Closing Date which representations shall survive the Closing:
- (a) To the best of SELLER's knowledge, the premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest therein, and that there are no contracts or agreements to which SELLER is a party, excluding the leases set forth on Exhibit A, which adversely affect the Premises and which will survive the closing.
 - (b) SELLER has not received any notice claiming or asserting that the Premises are in violation of any law, ordinance, rule, regulation or requirement including without limitation those pertaining to zoning, building, health, safety or environment matters, of the municipal, county, state or federal government having jurisdiction over the premises and SELLER is not aware of any such violations.
 - (c) SELLER is not aware of any threatened or pending litigation or claim involving the Premises. SELLER is not aware of any pending litigation involving any abutting property. SELLER is not knowingly aware of any facts or circumstances which could give rise to a claim or litigation involving the premises.
 - (d) SELLER has received no notice of eminent domain taking, condemnation, betterment or assessment, actual or proposed, with respect to the Premises, and SELLER has no reason to believe that any such eminent domain taking, condemnation, betterment or assessment has been proposed or is under consideration.
 - (e) SELLER is not aware of any underground storage tanks or hazardous substances located on the premises, including but not limited to asbestos and chlordanes.
 - (f) SELLER is not aware that the premises are within a "special hazard area" requiring the BUYER's purchase of flood insurance.
 - (g) To the best of SELLER's knowledge, any improvements, installations and additions to the premises during SELLER's ownership have been performed in compliance with all applicable laws, ordinances and regulations and SELLER has no knowledge of any "open" building permits.
 - (h) SELLER has no knowledge of any pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement.
19. BUYER'S obligations hereunder are subject to and are expressly conditioned upon a title insurance company reasonably acceptable to BUYER'S mortgage lender issuing to the BUYER and to the BUYER'S mortgage lender, upon delivery from SELLER to BUYER of the deed contemplated by this Agreement and upon recordation of such deed, at normal title insurance premium rates, an owner's and lender's title insurance policy (on the current ALTA form) insuring fee title in the BUYER free from all exceptions other than those set forth in Paragraph 4 of this Agreement. In connection with the issuance of the aforementioned title insurance policies, SELLER agrees to cooperate fully with BUYER, BUYER'S mortgage lender and said title insurance company, including but not limited to, affidavits with respect to mechanic's liens.

21. By the time of Closing, SELLER shall have cleaned out the chimney, installed a liner and chimney cap and shall provide BUYER with a standard contractor warranty for said repairs as provided to Seller at the time of Closing.

Margaret Murray
SELLER:

CAN-DO.

BY Josephine McNeil
BUYER Executive Director