

void and the lien created relating to monies paid on account of this contract shall also be null and void and Purchasers will then no longer have any lien whatsoever on the property which is the subject of this Contract.

40. The acceptance of the deed by the Purchasers shall be deemed full compliance by the Sellers with all of the provisions of this Contract on the part of the Sellers to be performed, excepting only any matters specifically provided herein to survive the closing.

41. No representation or warranties shall survive the delivery of the deed, except as expressly provided herein.

42. Purchaser is represented by an attorney, and confirms that before Purchaser signed this Contract, Purchaser discussed the terms and conditions with Purchaser's attorney, and Purchaser is fully familiar with the terms and conditions that are set forth herein.

43. If payment of the downpayment check given by the Purchaser to the Sellers on signing of this contract is not honored upon presentment, then, at Sellers' option, this Contract shall become null and void, and without any further force and effect.

44. The Parties agree that the Property Condition Disclosure Act (PCDA) does not apply to this transfer because Seller is an administrator of an estate. If however it was ever determined that the PCDA would apply, and to avoid any doubt as to the parties' intentions, Purchaser specifically waives Seller's presentment to him of a Property Condition Disclosure Statement, and waives any penalties that may be due from Seller due to non-compliance with the Property Condition Disclosure Act. Seller shall give Purchaser a \$500.00 credit at closing pursuant to the Property Condition Disclosure Act so that if it would apply it is hereby waived.

45. Seller represents that the underground oil tank formerly on the premises has been properly abandoned in accordance with the law governing same promulgated by State and local laws, rules and regulations and will provide Purchaser with evidence that the underground oil tank was properly abandoned.

46. Seller represents that the oil burner will be serviced prior to closing.

**CLAUDE SIMON AS ADMINISTRATOR
OF THE ESTATE OF VICKI
CLAIREAUX SIMON, Seller**

ANDRES RIOS, Purchaser

MELISSA LOPEZ