SOLID GROUND SALES, LLC



1767 LAKEWOOD RANCH BLVD # 242, BRADENTON, FL, 34211 PH: (888) 413-6734 EMAIL: <u>SOLIDGROUNDSALES@GMAIL.COM</u> WEB: WWW.SOLIDGROUNDSALES.COM

May 10, 2024

Dear: Stoy Barry Cleve / Stoy Marian Margie,

We have taken the time to evaluate several key attributes of your property – including the size, dimensions, location, surrounding properties, utilities, local amenities and more. Based on these factors, our offer is summarized below:

Total Purchase Price: \$95,000.00

Please disregard this offer if you have no interest in selling; however please realize that **we are offering to pay you CASH and pay all the closing costs.** Unlike most buyers in this market, we are able to make the sale process very easy for the sellers we choose to work with. You will not come out of pocket at all for this transaction and the amount of our offer is the amount you will actually get.

Disclosure: In the event back taxes are owed, delinquent HOA fees, or there are liens or judgments against the property, the money owed will come out of your proceeds at closing (you still do not have to come out of pocket up front).

If you would like to accept this offer, please complete the enclosed <u>Purchase and Sale</u> <u>Agreement</u> (page 2) and return it to our office via mail or email (all contact information is listed above). Once we receive it, we will sign the contract, provide you with a completed copy, and forward it to the title company.

Please note that this offer must be accepted in writing by 11:59 PM on May 10, 2024. This is a one-time offer which will *permanently expire* if not accepted within this timeframe.

PURCHASE AND SALE AGREEMENT

DATE: May 10, 2024

Solid Ground Sales, LLC, 1767 Lakewood Ranch Blvd # 242

Buyer

Bradenton FL 34211, Ph: (888) 413-6734

Stoy Barry Cleve / Stoy Marian Margie

31 Mimbres Ct, Placitas, NM 87043-9397

Seller

This is a contract for the purchase and sale of real estate (Property) located in <u>Sandoval County, NM.</u>

- The Buyer and Seller agree to the following terms: **1. Reference:** 5060823
 - Parcel: R182756

Legal description: Legal: S: 28 T: 13N R: 4E Subd: Petroglyph Trails Subdvision Phases 3 And 5 Lot: 18A-P3

- 2. **PRICE AND CONSIDERATION:** Buyer will pay **\$95,000.00** and will place a \$1500.00 deposit to the title company within thirty (30) days of the effective date.
- **3. PAYMENT:** Buyer will pay the purchase price in cash.
- 4. **TITLE POLICY:** Seller will transfer marketable title (or good and indefeasible title when applicable) to the Buyer by warranty deed. Seller and Buyer shall execute and deliver all documents required for closing to the title company of buyer's choice. All liens and encumbrances will be satisfied at closing by title company. In the event there are title defects, Seller agrees to work with buyer as necessary to clear title.
- **5. CLOSING:** Buyer to pay all closing costs (property taxes, liens, delinquent homeowner association payments, fines, and judgements are excluded).Closing to take place on or before sixty (60) days from the effective date. Closing may take place sooner at Buyer's discretion.
- 6. **DUE DILIGENCE PERIOD:** Buyer may cancel this transaction for any reason within sixty (60) days.
- 7. **DISCLOSURE:** Buyer is a for profit company and Seller agrees to grant Buyer permission to market this property as necessary, including but not limited to local and national advertisements, builders, real estate agents, multiple listing services (MLS), and any other venues the buyer may choose. This contract is assignable.
- 8. BINDING AGREEMENT: This agreement is binding on the heirs, administrators, executors, successors, and assigns of Buyer and Seller and supersedes all other agreements, written or oral, regarding the subject matter hereof. Buyer and Seller consent to the personal and exclusive jurisdiction of Texas state courts and agree that this agreement shall be interpreted under the laws of the state of Texas only. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted only in a state court of competent jurisdiction located in Kaufman County, Texas. If a clause in this agreement is declared unenforceable, the remainder of this agreement shall not be affected.
- 9. DEADLINE FOR ACCEPTANCE: This agreement is submitted to the Seller as an offer to purchase the Property under the terms listed above. This agreement will only be valid if Seller signs this agreement and returns to Buyer via mail, fax or email by 5/10/2024 at 11:59 PM EST. If Buyer does not receive the executed agreement by that date and time, this offer will automatically expire. The effective date shall be the date of the final

Mike Tiffin 5/10/2024 Barry Cleve Stoy 5/10/2024 Buyer: Solid Ground Sales, LLC Seller: Barry Cleve Stoy Date Date Name: Mike Tiffin Title: Managing Member