

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT OF SALE made this 09-05-2024 by and between:
offrPlus LLC (Buyer), and MW & W HOUSING LLC (Seller)

WITNESS that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former, the following described property known as:

ADDRESS: 3012 Avenue X, Birmingham, AL 35208 **Purchase Price \$** 320,000

Earnest Money Deposit (to be held by closing attorney) : \$1,000

Closing Attorney: Law Offices of Jeff W. Parmer, LLC

Closing Date: 11-28-2024

Buyer may extend closing date if and only if the title company is waiting on any encumbrances or liens to be cleared and title work is complete.

The property is **sold in its "as is, where is" condition** with no warranties made by the seller. The property is subject to a due diligence period of 28 business days. During the due diligence period, access to property shall be given to the buyer for viewing and/or inspection, during all reasonable hours of the day. Earnest Money Deposit shall be turned in by the buyer after the due diligence period has expired. Buyer may contact Seller for access to the property by 2 days notice via call/text. Closing is contingent upon funding partners approval. Buyer will turn Earnest Money Deposit in after the due diligence period is completed. If access is not granted to the buyer pursuant to the above-process during the due diligence period, the seller agrees to extend the due diligence period for an additional 3 business days or until access is given to the buyer.

TITLE. Title to the property shall be good and merchantable, free of liens and encumbrances except as specified herein, and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or subdivision in which the property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the property.

ADJUSTMENTS. Ground rent and water shall be adjusted and apportioned as of the date of closing, and all taxes, general and special, and all other public or governmental charges or assessments against the premises which are or may be payable on an annual bases (including Metropolitan District, Sanitary Commission or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto), are to be adjusted, and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer whether assessments have been levied or not as of the date of closing.

POSSESSION. Possession of the premises shall be given to the buyer at closing.

DEFAULT. If Seller defaults under the terms of this Contract, Seller will be liable for the amount owed to the title company for the title work and return earnest money to buyer and buyer has the right to extend

the contract 1 day for every day of default until the property closes. If the buyer defaults under the terms of this contract, Buyer will be liable for the amount owed to the title company for the title work. If the seller defaults, the seller agrees to allow the buyer to file a memorandum on the property if the seller violates the contract terms to protect the buyers interest in the property. Then the seller shall have the right to market the property. The parties hereto bind themselves, their heirs, personal representatives, successors and assigns for the faithful performance of this contract.

WITNESS. The hands and seals of the parties hereto the day and year first above written.

CHOICE OF LAW. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

ENTIRE AGREEMENT. This agreement contains the entire understanding between the parties and supersedes any prior understandings or agreements between them respecting the property. Closing is contingent upon funding partners approval. There are no representations, warranties, agreements, arrangements, or understanding, oral or written, between or among the parties relating to the subject matter of this agreement which are not fully expressed herein.

AMENDMENTS. This Agreement may only be amended by written agreement of buyer and seller.

FEES AND EXPENSES. Each party will pay their own expenses, which shall include accountants, attorneys, brokers, and others engaged on the party's behalf in connection with the transaction contemplated hereby this agreement to be entered into between the parties.

ADDITIONAL PROVISIONS. Buyer will pay ALL Closing costs and Title fees.

SIGNATURES.

Seller(s)

Name: MW & W HOUSING LLC Signature: Signed by:
MW & W HOUSING LLC
C2E55C7B9242485... Date: 9/6/2024

Name: _____ Signature: _____ Date: _____

Buyer(s):

Name: Marquis Robinson Signature: DocuSigned by:
Marquis Robinson
2A6B281FA1BC4CB... Date: 9/5/2024

AUTHORIZATION TO SIGN LISTING DOCS AND OFFERS

BE IT ACKNOWLEDGED that I/we, MW & W HOUSING LLC , the "Seller", do hereby grant a limited and specific authorization to sign to "**COMPANY NAME HERE**" as my "Attorney-in-Fact".

Said Attorney-in-Fact shall have full power and authority to undertake and perform the following acts on my behalf, related to 3012 Avenue X, Birmingham, AL 35208 (the "Property"):

1. Seller specifically authorizes and gives permission to the Attorney-in-Fact to list the property on all multiple listing service(s) (MLS) for the purpose of marketing & selling the Property. This includes executing listing agreement(s), listing agreement addendum(s), disclosures, sales contracts & addendums.

The authority herein shall include such incidental acts as are reasonably required to carry authorities granted herein.

This authorization is effective upon execution. This authorization may be revoked when the above stated one (1) time power or responsibility has been completed.

This authorization form shall automatically be revoked upon my death or incapacitation, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of the Attorney-in-Fact until in receipt of actual notice of revocation.

Seller: MW & W HOUSING LLC Signature: Signed by:
MW & W HOUSING LLC Date: 9/6/2024
C2E55C7B9242485...

Seller: _____ Signature: _____ Date: _____