



REAL ESTATE AUCTION

OF THE PROPERTY LOCATED AT

262 HOMESTEAD AVE, REHOBOTH, MA 02769

TUESDAY DECEMBER 17TH @ 11:00 AM

This colonial home features 4 beds and 2.5 baths spread throughout 3,460 sf. This custom home features updates throughout and a stunning kitchen that opens to a living room, tv room and large dining room allowing for entertainment throughout. This home features a beautiful fireplace in the living room, 1st floor office and second floor laundry room. This home has so much space with the opportunity to finish even more above the 4-car garage. If you are seeking privacy this 3.1-acre lot with a pool will be sure not to disappoint.

OFFERS CAN BE SUBMITTED BEFORE AUCTION DATE

SPELLMAN AND MALLOCH REAL ESTATE AUCTIONS LLC

1892 COUNTY ST. DIGHTON, MA 02715

Tel: CJ 508-813-6278

Email: cj@spellmanandmalloch.com

AUCTIONEER: LAWRENCE SPELLMAN LIC NO. AUC

#AU5173

BIDDER PROPERTY INFORMATION PACKET

Dear Prospective Bidder:

We are happy to provide you with this detailed Bidder's packet for the Real Estate Auction at 262 Homestead Ave, Rehoboth, MA 02769

This auction will be held on December 17th at 11:00 AM at the property site located at 262 Homestead Ave, Rehoboth, MA 02769. Parties interested in bidding may register any time prior to the sale or on the day of the auction starting at 10:00 AM

The required non-refundable deposit money for this auction on the real estate property will be \$50,000 U.S. funds in the form of cash, bank wire (must be received prior to auction) or certified bank check made payable to "Spellman - Malloch Real Estate Auctions LLC" or to yourself to be endorsed to Spellman - Malloch Real Estate Auctions LLC and deposited with the Auctioneer as a qualification to bid. Checks will be returned to unsuccessful bidders. **The deposit of the successful bidder will be accelerated to equal (10%) of the final high bid price within three (3) business days of the auction**, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to "Spellman - Malloch Real Estate Auctions LLC." The successful bidder(s) must sign a purchase and sale contract, calling for a closing within thirty (30) days of the public sale, but no later than January 17th, 2025, at which time the balance will be due in U.S. funds. All property will be sold "as-is, where-is", "with all defects" and no warranty or representation. The information we supply is for informational purposes only.

Please contact our team with any questions regarding this property or the auction process. We are here to make the auction process as easy as possible. We look forward to working with you.

For further information please visit www.spellmanandmalloch.com or contact CJ at 508-813-6278.

Sincerely,

Spellman & Malloch Real Estate Auctions

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DISCLAIMER:

All material and information contained and provided within this packet is made available for informational purposes only and was derived from sources believed to be reliable and true. Information contained on the website, this information packet, or auction flyers/signage does not constitute a representation, warranty or guarantee of any kind by the Auctioneer and/or Seller and/or their Attorneys, Agents or Employees of the exactness, accuracy or completeness of any information herein, nor do they have any obligation to update this information. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees expressly disclaim any responsibility or accountability thereof. The Auctioneer and/or Seller and/or their Attorneys, Agents or Employees shall have no liability whatsoever for any loss, cost or damage arising there from.

Any terms relating to the sale are subject to changes prior to, or on the day of the auction. Announcements made on the auction block shall take precedence and supersede any previously printed material or any other oral statements made by any of the previously mentioned parties herein. Prior to the auction, prospective bidders should make such investigation as they deem appropriate and shall rely entirely on their own information, judgement and inspection of the property. Prospective bidders are encouraged to evaluate and perform their own due diligence. Potential purchasers are encouraged to seek information from professionals regarding any specific issue or concern.

No representations or warranties of any kind are made with respect to the property to be sold. All property will be sold on an “as-is, where is” and “with all defects.”

The Auctioneer is acting solely as an agent for the seller in marketing and negotiating the sale of the property, and as such has a fiduciary duty to disclose information to the seller, which is material to the sale, which is acquired from the buyer or any other source. The purchaser(s) agrees that the seller and auctioneer have made no warranties of any kind regarding the value, condition, habitability, merchantability or fitness of the property for any purpose.

The Seller and Auctioneer have the right to postpone or cancel in whole or in part, in their sole discretion, and to modify and/or add any terms and conditions of the sale, or announce such modifications or additional terms and conditions either prior to or at the auction. The Seller and the Auctioneer reserve the right to refuse admittance to, or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or for any other reason.

PROPERTY INFORMATION

262 Homestead Ave, Rehoboth, MA 02769

Description: Don't miss out on the opportunity to own this beautiful custom home in sought after Rehoboth! This colonial home features 4 beds and 2.5 baths spread throughout 3,460 sf. This custom home features updates throughout and a stunning kitchen that opens to a living room, tv room and large dining room allowing for entertainment throughout. This home features a beautiful fireplace in the living room, 1st floor office and second floor laundry room. This home has so much space with the opportunity to finish even more above the 4-car garage. If you are seeking privacy this 3.1-acre lot with a pool will be sure not to disappoint.

Rehoboth is truly an idyllic paradise with farms, small town character and close to everything. This home is just 20 minutes from Providence and 45 minutes to Boston with all the benefits Rehoboth has to provide!

- Terms - \$50,000 Deposit by bank check or cash required to bid**
- **10% Buyer's Premium.**
 - **Escalation Clause to require 10% of Final High Bid due 3 business days after sale**
 - **Balance due in 30 days; other terms announced at auction**
 - **RE taxes prorated to date of closing**

Property Preview: Tuesday – December 10th, 2024 from 11:00 AM – 12:00 PM

Buyer's Broker Terms: 2% Buyer's Broker Commission Offered. Mandatory 24-hour broker pre-registration.

262 HOMESTEAD AVE, REHBOTH, MA 02769

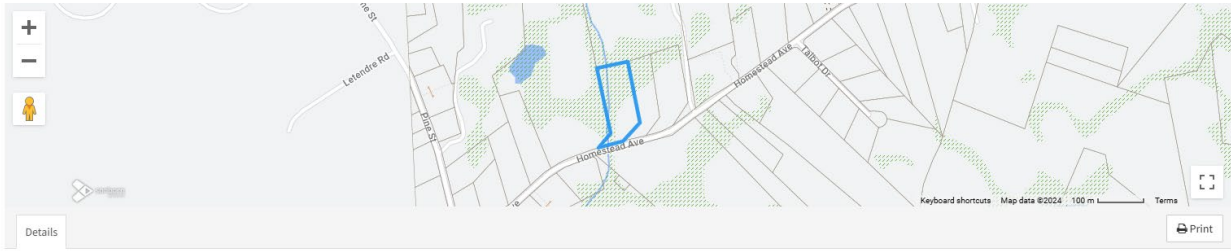












Property		Ownership		Valuation	
Address	262 HOMESTEAD AVE	Name	ESCOBAR, JAMES S DIANA ESCOBAR	Total	\$800,900
ID	55-16B	Address	262 HOMESTEAD AVE REHOBOTH, MA 02769	Buildings	\$597,700
				Land	\$198,900
				Last Sale	\$290,000 on 19990701
				Book/Page	8356/0252

Land	
Area	3.08 Acres
Land Use Code	1010

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT									
ESCOBAR, JAMES S DIANA ESCOBAR 262 HOMESTEAD AVE REHOBOTH MA 02769		1 Level	4 Gas	1 Paved	2 Suburban	Description	Code	Assessed	Assessed	715 REHOBOTH, MA VISION					
		4 Rolling	5 Well			RESIDNTL	1010	601,100	601,100						
		SUPPLEMENTAL DATA				RES LAND	1010	198,900	198,900						
Alt Prcl ID		Subdivisio		Photo		Ward		Precinct		Total					
F_712429_2779292		101		N		N		900							
GIS ID		F_712429_2779292		Assoc Pid#		Total		800,900		800,900					
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)							
ESCOBAR, JAMES S		8356 0252	07-01-1999	Q	I	290,000	00	Year	Code	Assessed	Year	Code	Assessed		
CLOUD, JOHN J		4309 0231	12-05-1989	U	V	0	1A	2024	1010	601,100	2023	1010	525,900		
CLOUD, JOHN J		3275 0324	01-02-1987	U	I	0	1A		1010	198,900		1010	194,900		
BERNAT, FREDERICK T		3129 0124	09-02-1986	U	I	0	1A		1010	900		1010	900		
ROBINSON, DONALD R		1519 0455	05-01-1968	U	I	0	1A	Total		800,900	Total		721,700		
								Total		800,900	Total		628,700		
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor							
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int							
Total			0.00							APPRAISED VALUE SUMMARY					
Nbhd		Nbhd Name		B	Tracing		Batch		Appraised Bldg. Value (Card)			597,700			
0060									Appraised XI (B) Value (Bldg)			3,400			
										Appraised Ob (B) Value (Bldg)			900		
										Appraised Land Value (Bldg)			198,900		
										Special Land Value			0		
										Total Appraised Parcel Value			800,900		
										Valuation Method			C		
										Total Appraised Parcel Value			800,900		
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY							
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result	
115/08	05-05-2008	RS	Residential	6,000		100		VINYL SIDE RESIDENTIAL D	02-14-2024	ST			50	Field Reviewed	
433/06	10-11-2006	RF	Roofing	5,000		100		STRIP/REPLACE ROOF	06-20-2019	DM			50	Field Reviewed	
175/99	06-26-1999	HA	HVAC	2,500		0		3 FLUE CHIMNEY	06-17-2015	DM			50	Field Reviewed	
174/95	06-20-1995	NC	New Construct	1,200		0		5 X 36 FARMERS PORCH	09-15-2009	AL			50	Field Reviewed	
256/88	11-14-1988	NC	New Construct	25,000		0		22 X24 2-CAR GARAGE	03-10-2009	PJ			00	Measur+Listed	
314/86	11-20-1986	NC	New Construct	150,000		0		28 X 36 4BED DWELLING / 2							
LAND LINE VALUATION SECTION															
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Special Pricing	Adj Unit Pri	Land Value
1	1010	Single Family	R		60,000	SF 2.88	1.00000	5	1.00	0060	1.100		Spec.Use		190,100
1	1010	Single Family	R		1.700	AC 6,500.00	1.00000	0	0.80		1.000	TOPO	Spec.Calc		8,800
				Total Card Land Units	3.08	AC	Parcel Total Land Area				3.08			Total Land Value	198,900

Property Location 262 HOMESTEAD AVE
 Vision ID 3271 Account #

Map ID 55/16B/ // Bldg # 1

Bldg Name Sec # 1 of 1 Card # 1 of 1 State Use 1010 Print Date

CONSTRUCTION DETAIL CONSTRUCTION DETAIL (CONTINUED)

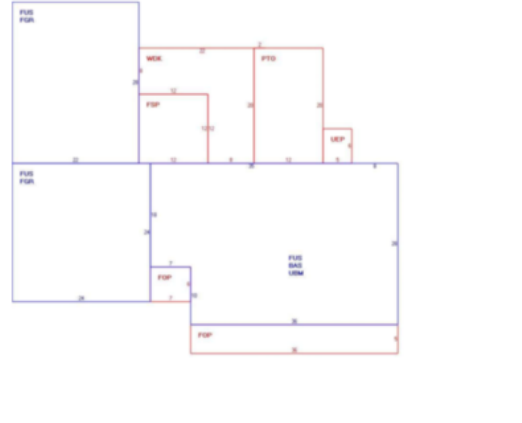
Element	Cd	Description	Element	Cd	Description
Style:	03	Colonial			
Model:	01	Residential			
Grade:	06	Good			
Stories:	2	2 Stories			
Occupancy:	1				
Exterior Wall 1:	25	Vinyl Siding			
Exterior Wall 2:					
Roof Structure:	07	Gambrel			
Roof Cover:	03	Asphalt			
Interior Wall 1:	05	Drywall			
Interior Wall 2:					
Interior Flr 1:	14	Carpet			
Interior Flr 2:	12	Hardwood			
Heat Fuel:	02	Oil			
Heat Type:	05	Hot Water			
AC Type:	03	Central			
Total Bedrooms:	04	4 Bedrooms			
Total Bthrms:	2				
Total Half Baths:	1				
Total Xtra Fixtrs:	8				
Total Rooms:	8	8 Rooms			
Bath Style:	02	Average			
Kitchen Style:	02	Average			

CONDO DATA

Parcel Id	C	Owne	0.0
		B	S
Adjust Type		Description	Factor%
Condo Flr			
Condo Unit			

COST / MARKET VALUATION

Building Value New	694,981
Adj Base Rate	113.17
Year Built	1987
Effective Year Built	2009
Depreciation Code	G
Remodel Rating	
Year Remodeled	
Depreciation %	14
Functional Obsol	0
Economic Obsol	0
Trend Factor	1
Condition	
Condition %	
Percent Good	86
RCNLD	597,700
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	



OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	LB	Units	Unit Price	Yr Blt	Cond. Cd	% Cd	Grade	Grade Adj.	Appr. Value
FPL3	2 STORY CHI	B	1	4000.00	2004		86		0.00	3,400
SHD1	SHED FRAME	L	80	16.00	2003		70		0.00	900

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprac. Value
BAS	First Floor	1,134	1,134	1,134	162.53	184,310
FGR	Garage	0	1,192	477	65.04	77,527
FOP	Open Porch	0	222	33	24.16	5,364
FSP	Screen Porch	0	144	29	32.73	4,713
FUS	Finished Upper Story	2,326	2,326	2,326	162.53	378,046
PTO	Patio	0	240	12	8.13	1,950
UBM	Unfinished Basement	0	1,134	227	32.53	36,894
UEP	Unfin Enclosed Porch	0	30	12	65.01	1,950
WDK	Wood Deck	0	256	26	16.51	4,226
Ttl Gross Liv / Lease Area		3,460	6,678	4,276	162.53	694,980



INFORMATION & TERMS OF SALE

PROPERTY LOCATION: 262 Homestead Ave, Rehoboth, MA 02769

PREVIEW DATE: Tuesday – December 10th, 2024, from 11:00 AM – 12:00 PM

AUCTION DATE: Tuesday – December 17th, 2024, at 11:00 AM

AUCTION LOCATION: On-site – 262 Homestead Ave, Rehoboth, MA 02769

TYPE OF SALE: Public Real Estate Auction

SELLER: James and Diana Escobar

FINAL BID CONFIRMATION: Seller reserves the right to accept or reject any and all bids. This is not a foreclosure, mortgagee sale, or distressed property. Property is privately owned. Bidding increments shall be at discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Final bid is subject to confirmation by the seller.

SALE BEFORE THE AUCTION: Seller is able to accept any offer prior to the sale at Public Auction. All offers must be submitted in writing by December 13th, 2024.

DEPOSIT: In order to qualify as a bidder and bid at the auction one must register on-site the day of the auction or before the auction. Bidder must be present on auction day with a \$50,000 deposit. The deposit must be in the form of cash, bank wire (received before the auction) or certified bank check made payable to “Spellman-Malloch Real Estate Auctions LLC” or buyer and then endorse to “Spellman-Malloch Real Estate Auctions LLC”. **NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.** The deposit must be accelerated to equal ten percent (10%) of the Final High Bid Price, within three (3) days of auction in the form of cash, bank wire, or certified Bank check made payable to Spellman and Malloch Real Estate Auctions LLC.

Bidder’s Signature: _____

REGISTERING TO BID:

Registration will take place any time prior to sale or on the day of the sale starting at 10:00 AM on Tuesday, December 17th, 2024. In order to register to bid at the auction, bidders must have positive identification, and the required deposit amount indicated in the advertised Terms of the Sale. **NO PERSONAL OR BUSINESS CHECKS WILL BE EXCEPTED.** Once registered you will have your bidder card to raise when you would like to make a bid.

WINNING BIDDER:

The winning bidder will be required to sign in duplicate a Purchase & Sale Agreement at the auction. According to the Purchase & Sale Agreement, winning bidders will be required to close on the subject property within 30 days, but no later than January 17th, 2025. Property will be sold “as-is.” We make no representations, warranties, or guarantees as to the accuracy of the information provided and urge all bidders to rely entirely on their own inspection and investigation of the premises. Other terms to be announced at the sale.

AUCTIONEER’S NOTE:

Announcements made on the auction block will take precedence over any previously written or published content. Auctioneer reserves the right to accept or reject any and all bids. Bidding increments shall be at the discretion of the Auctioneer. Any and all decisions of the Auctioneer regarding the order and conduct of the auction shall be final and absolute without liability to any party. Seller reserves the right to cancel or withdraw the property at any time. Announcements made on the auction block take precedence over any previously printed or any oral statements made.

BUYER’S PREMIUM:

There will be a Buyer’s Premium (BP) of 10% added to the winning high bid. The high bid amount plus the Buyer’s Premium shall constitute the Total Sale Price. The Total Sale Price is the total due from the buyer and is the amount that will be represented on the Purchase & Sale Agreement.

PROCESSING AND RECORDING FEES:

At closing, buyer and seller will be responsible for their legal processing fees to be determined. The Balance Due from the buyer is the Total Amount of Sale less the deposit paid at the auction (including the accelerated deposit). The Balance Due must be paid within 30 days of the auction, but no later than January 17th, 2025. Time is of the essence.

PURCHASE & SALE AGREEMENT:

A copy of the Purchase and Sale Agreement is available for your review prior to the auction. At the auction, the final copy will be provided to all the qualified bidders. This will be signed by the successful high bidder upon confirmation of sale.

Bidder’s Signature: _____

AUCTION TERMS AND CONDITION:

1. Any person or entity intending to bid on the subject premises, must deposit prior to sale, \$50,000 U.S. funds in the form of cash, bank wire (received prior to the auction) or certified bank check made payable to “Spellman - Malloch Real Estate Auctions LLC” or to bidder to be endorsed to “Spellman - Malloch Real Estate Auctions LLC” and deposited with the Auctioneer as a qualification to bid. The deposit must be accelerated to equal ten percent (10%) of the Final High Bid Price within Three (3) days of auction, and such amount must be in U.S. funds in the form of cash, bank wire, or certified bank check made payable to “Spellman - Malloch Real Estate Auctions LLC.” Deposits of unsuccessful bidders will be returned upon conclusion of the sale. Deposits tendered by successful bidders shall be non-refundable and shall become the property of the Seller upon the Seller’s acceptance of the successful bidder’s highest bid.
2. The successful bidder(s) must sign a Purchase & Sale Agreement, calling for a closing within thirty (30) days of public sale but no later than January 17th, 2025, at which time the balance will be due in certified U.S. funds. Failure to pay remainder of the purchase price will result in the forfeiture of the deposit and the sale may be made to the second highest bidder. All buyers(s) will be required to pay a buyer’s premium of ten percent (10%) on top of the winning high bid. The High Bid amount plus the Buyer’s Premium shall constitute the Total Sale Price which will be reflected on the Purchase and Sale Agreement.
3. The sale will be on an “As-is, Where-is” basis without any warranty whatsoever as to the condition of the premises or fitness for a particular purpose and will be made subject to any conditions a title search would reveal (including recorded leases), any unpaid real estate taxes or sewer assessments, and any facts which an inspection or survey of the premises might show.
4. Registered buyer’s realtors will receive 2% commission on the highest bid price.
5. The above terms are subject to change. Final additional terms will be announced at the sale.

Bidders Name: _____

Bidders Phone Number: _____

Bidders Email Address: _____

Realtors Name: _____

Realtors Phone Number: _____

Sign & Date: _____

PURCHASE & SALE AGREEMENT

This Purchase and Sale is made this 17th day of December 2024, by and between **JAMES ESCOBAR & DIANA ESCOBAR** (“Seller”), **Spellman - Malloch Real Estate Auctions LLC** (the “Auctioneer”) and _____, the high bidder (the “Buyer”) at the public auction described below.

1. SALE AT PUBLIC AUCTION

Pursuant to a public auction conducted December 17th, 2024, by the Auctioneer, the Buyer, as the highest bidder, agrees to purchase the property described below (the “Property”) in accordance with the terms hereof.

2. DESCRIPTION OF THE PROPERTY

The Property shall mean the following, namely:

The "real property in Sarasota County, Florida" at 262 Homestead Ave, Rehoboth, MA 02769, also known and which can be identified by Town of Rehboth Assessor's **Parcel ID 55/16B**. Including a 4-bedroom, 2.5 bath home, in Rehoboth MA. Approximately 3,460 SF

Property Address: 262 Homestead Ave, Rehoboth MA 02769

3. TRANSFER OF THE PROPERTY

The property shall be conveyed by the usual State of Massachusetts Quitclaim Deed. The property shall be conveyed and transferred free of any outstanding tenancies and/or leases, the rights of parties in possession, and to tax title, municipal taxes and assessments, any outstanding water or sewer bills or liens, the provisions of applicable state and local law, including building codes and zoning ordinances.

The total bid price will be set forth as the consideration in the deed to the property.

PRICE AND DEPOSIT

The agreed purchase price for said premises is _____ and NO/100 (\$ _____ .00) dollars (highest bid plus applicable 10% buyer's premium), of which

\$50,000.00 has been paid as a non-refundable deposit this day and \$ _____ accelerated deposit will be paid within 3 days of this day (10% of the Final High Bid Price) in the form of cash, bank wire, or certified bank check \$ _____ are to be paid at the time of delivery of the Deed in cash, or by certified cashier's,

treasurers, or bank check(s)
\$ _____ **TOTAL**

4. CLOSING

The deed and associated papers shall be delivered and the balance of the consideration paid at the office of _____, on or before eleven o'clock (11:00AM) on the seventeenth day (January 17th, 2025) following the date hereof, or such other time and place as may be mutually agreed upon by the seller and the buyer (the "Closing") and such papers shall be held in escrow by Spellman-Malloch Realty LLC, until the Closing contemplated by this Agreement.

5. TITLE

In the event the Seller cannot convey title to the property as stipulated, the deposit, and if applicable, the balance of the purchase price, shall be refunded and all rights hereunder shall cease, and the Buyer shall have no recourse against the Seller, or its employees, agents and representatives, whether at law or in equity; provided, however, that Buyer shall have the election to accept such title as the Seller can deliver to the Property in its then condition and to pay therefor the purchase price without deduction, in which event the Seller shall convey such title.

6. RISK OF LOSS

Seller shall maintain casualty insurance covering the Property in a reasonable amount as determined in the sole discretion of the Seller. If the Property is damaged by the fire or other casualty prior to the closing, Buyer shall accept a deed to the Property and an assignment of so much of the insurance proceeds as has not been used in the restoration of the Property prior to the Closing, paying there for the full balance of the bid price.

7. ACCEPTANCE OF DEED

The acceptance of a deed to the Property by the Buyer or Buyer's 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 or arising out of said public auction on the part of the Seller to be performed or observed.

8. CONDITION OF THE PREMISES

The Property shall be conveyed in "as-is" condition, subject to the present matter of use and occupancy of the Property. The Buyer acknowledges that Buyer has not been influenced to enter this transaction by, nor has it relied upon, any warranties or representations of the Seller, its agents, employees or representatives nor the Auctioneer not set forth or incorporated in this Purchase and Sale.

9. BUYERS 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 and the Buyer shall reimburse the Seller for all costs and expenses incurred by the Seller, in excess of the amount of the deposit, due to the Buyer's default, including costs and expenses of subsequent sales of the Property or any portion thereof and the attorneys' and auctioneers' fees in connection therewith. The Seller shall also be free to sell the Property to the second highest bidder at the public auction in accordance with the terms announced at the public auction.

10. DEED STAMPS AND RECORDING FEES

The Buyer and Seller shall pay their own recording fees in connection with the transfer of the property.

11. ADJUSTMENTS

Water, gas, oil and real estate taxes for the then current fiscal year, shall be apportioned and 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 Buyers at the time of delivery of the deed.

12. CONSTRUCTION OF AGREEMENT

This instrument, executed in duplicate, is to be constructed 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 Purchase and Sale or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have executed this Purchase of Sale Agreement as a sealed instrument as of the date first written above.

BUYER

by: _____

BUYER

by: _____

SELLER

by: _____
DIANA ESCOBAR

SELLER

by: _____
JAMES ESCOBAR

AUCTIONEER

by: _____
SPELLMAN-MALLOCH
REAL ESTATE AUCTIONS