

PURCHASE AND SALE AGREEMENT

Parties: Solsken Enterprises ("Seller") and _____
("Buyer") hereby agree that Seller shall sell and Buyer shall buy under the terms and conditions herein the property described as:
3 2 1 7 C O V E R D , T E Q U E S T A , F L 3 3 4 6 9 Parcel ID: 00-43-40-30-05-000-0850
Legal Description: WATERWAY VILLAGE UNREC LOT 85 & TH PT OF CNL R/W AS IN OR 1740P476 (the "Property")

Purchase Price:	\$
Bidder Registration Deposit: PAYABLE TO DEFALCO REAL ESTATE GROUP 3217 ESCROW	\$ 100,000
Deposit: DUE 2/29/2018 BY 3:30 PM EST by WIRE TO DEFALCO REAL ESTATE GROUP 3217 ESCROW	\$
Balance due at closing:	\$

- A.** This is a cash transaction with no contingencies for financing. All deposits referenced herein shall be released to the Seller if Buyer does not close by the Closing Date, except under the provisions of Paragraph B.
- B.** The Property is sold subject to clear title. It is the Buyer's responsibility to choose a Title Company and notify Seller and Broker of same within 5 days from execution of this agreement. Marketable title shall be determined according to applicable Title Standards adopted by authority of the Florida Bar and in accordance with law. If the title is found to be defective, Buyer shall notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which Buyer shall, within 5 days after expiration of the 30 days period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent efforts to correct defect(s) within the time period provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby releasing Buyer and Seller from all obligations under this Agreement.
- C.** Buyer shall pay and be responsible for all title and closing costs. This is including, but not limited to, title insurance, attorney's fees and expenses, all costs associated with Buyer's mortgage, endorsements, recording charges and taxes. Buyer will pay any and all documentary and tax stamps, notwithstanding the customary practice wherein the Property is located.
- D.** The Parties acknowledge and agree that Buyer is taking the Property in AS-IS CONDITION. It is the Buyer's responsibility to satisfy themselves with inspections and the condition of the Property prior to bidding on the property and prior to signing this Purchase and Sale Agreement. Buyer hereby waives any and all claims against the Property. Seller and/or Broker extend and intend no warranty and make no representations of any type, either express or implied, as to the physical condition or history of the Property.
- E.** Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee, auctioneer, or agent involved in the Property or this Agreement, for any defects or other damage that may exist at Closing of the Agreement and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Seller.
- F.** Buyer must rely on their examination and evaluation of the Property. All information contained in any marketing materials is believed to be correct but is not guaranteed. Buyer hereby releases, remises, acquits, satisfies and forever discharges Broker or any of its agents from any and all claims, actions, suits, and demands whatsoever, in law or in equity, related to the Property or this Agreement.
- G.** Closing shall be held on or before **30 calendar days from effective date**, or on such other date agreed to by Buyer and Seller in writing, in the county wherein the Property is located at the office of the attorney or other closing agent designated by the Buyer. The effective date is the date that the last party has signed this Agreement.
- H. Time is of the essence in the performance of this Agreement and all terms and conditions herein.**
- I.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Florida and the Parties agree that venue shall lie in Palm Beach County, Florida. In any legal action to enforce, interpret or challenge the enforceability of this Agreement, the parties agree that the prevailing party shall be entitled to its reasonable attorney's fees, court costs, and all other costs of litigation through appeal.

SPECIAL TERMS: The required HOA disclosure is attached as an addendum to this agreement. The terms and conditions of the auction sale are attached as an addendum to this sales agreement.

IN WITNESS WHEREOF, the Parties acknowledge and agree to the terms of this Purchase and Sale Agreement and have hereunto set their hands and seals as of the date herein.

SELLER(S): Solsken Enterprises; by Barbara Goransson Trustee

DATE

BUYER:

DATE