

Purchase and Sales Agreement

AGREEMENT made this ____ day of January, 2019, by and between Michael Cummings having a mailing address of _____, hereinafter known as Seller, and _____, of _____, hereinafter known as Buyers.

WHEREAS, The Buyers are the successful bidders at a Foreclosure Sale conducted by the Seller of the property located at 32 Hale Street, Newport, New Hampshire

WHEREAS, the Seller acknowledges receipt of \$ _____, which was paid pursuant to the requirements of the Notice of Foreclosure for said property,

WHEREAS, the parties are desirous of setting forth their agreement relative to the terms of said purchase and sales.

NOW, THEREFOR, the parties agree as follows:

1. Premises: the premises to be sold are land and buildings known as 32 Hale Street, Newport, New Hampshire.
2. Selling Price: The sales price shall be _____, which was the successful bid.
3. Deed: Seller shall prepare at his own cost and expense a good and sufficient foreclosure deed.
4. Closing: The parties agree that the transfer of the title shall take place on or before 45th day following the date of this Agreement, at the Law Offices of Sweeney & Sweeney, at which time Buyers shall tender the remainder of the bid price to the Seller, failing which Buyers rights under this Agreement shall be assigned to the Seller.
5. The property shall be conveyed subject to real estate taxes and all liens having priority over the foreclosed mortgage, all utilities and all outstanding taxes.
6. Buyer shall be responsible for all of the New Hampshire transfer tax assessed on the transaction, including that portion usually paid by the Seller.
7. Buyer acknowledges that Seller makes no warranties whatsoever regarding title to, or condition or possession of the Premises. **THE BUYER ACCEPTS THE PREMISES IN AS-IS CONDITION WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.**

8. Seller shall have no responsibility to evict any parties from said property.
9. Seller makes no representations concerning mechanic's or materialmen's liens, and Buyer shall hold the Seller, or any party, harmless from any liens should they exist.
10. Buyer may not enter upon, trespass, make repairs to, or hire any contractors to work on the Premises prior to delivery of the Foreclosure Deed without the express written consent of the Seller.
11. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties. Any assignment of rights under this Agreement by Buyer must be consented to by Seller, which consent shall not be unreasonably withheld, and must be in writing in form and content satisfactory to Seller.
12. Prior Statements: The parties agree that the within instrument constitutes their agreement, that they have entered into this agreement free from any duress or undue influence, and that neither party is relying on oral statements or representations made by the other party and not included within this instrument .

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first mentioned.

Seller:

Witness

Michael Cummings

Buyers:

Witness

Witness

Notifications

Seller(s) hereby advise(s) Buyer(s) of the following:

Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

IN WITNESS WHEREOF, Seller(s) and Buyer(s) have caused this instrument to be duly executed this _____ day of _____, 2019.

Michael Cummings Date

Buyer Date

Buyer Date