## PURCHASE AND SALE AGREEMENT

Date: July 25, 2014

Received of CRANDALL TOOTHAKER, whose mailing address is P.O. Box 4271, Portland, Maine 04101, hereinafter called the "Purchaser", the sum of (\$3,000.00) Three Thousand and No/100 Dollars as earnest money and in part payment on account of the purchase price of the real estate at 74 Vesper Street in the City of Portland, County of Cumberland, State of Maine, currently owned by RONALD N. WARD, hereinafter called the "Seller", described as follows: a 2-unit residential building with garage, fixtures and appurtenant rights, more fully described at the Cumberland County Registry of Deeds in Book 16801, Page 66 ("Premises"), a copy of which is attached hereto. The transfer shall include all fixtures and equipment currently on-site at the Premises, all in as is, where is condition, with no warranties except as may remain in place by the manufacturer and transferable to the Purchaser.

The total purchase price being (\$400,000.00) Four Hundred Thousand and No/100 Dollars.

With the payment to be made as follows: \$3,000.00 paid as earnest money and the balance in cash or certified funds at transfer of title.

Said deposit is received, subject to the following conditions:

- 1. <u>EARNEST MONEY</u>: That Seller shall hold said earnest money or deposit and act as escrow agent until transfer of title. This offer shall be valid until Friday, July 25, 2014 at 12:00 PM and, in the event of the Seller's non-acceptance, this deposit shall be promptly returned to the Purchaser.
- 2. <u>TITLE</u>: That a good and sufficient deed conveying marketable title shall be delivered to the Purchaser, and that this transaction shall be closed and the Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of his purchase on or before July 31, 2014, or before if agreed to in writing by both parties. However, should the title prove defective, then the Seller shall have a reasonable time, not to exceed 30 days after due notice of such defect, unless otherwise agreed to by both parties, to remedy the title; after which time, if such defect is not corrected so that there is a marketable title, the Purchaser may, at Purchaser's option, withdraw said deposit and be relieved from all original obligations hereunder. The Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
- 3. <u>DEED</u>: That the property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except easements of record, restrictive covenants of record, and usual public utilities servicing the property.

Purchaser Initials	CV
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