Reviewed for Code Compliance
Inspections Division
Approved with Conditions

Date: 06/12/13

PURCHASE AND SALE AGREEMENT

April 15, 2013
Offer Date

Effective Date is defined in Paragraph 24 of this Agre

1. PARTIES: This Agreement is made between Sallie J. Rich ("Buyer") and Estate of Edward Bojarczuk ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of ; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 39 Hall Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 02476, Page(s) 165.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: _____

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A

4. PERSONAL PROPERTY: The following items of personal property as viewed on 4/14/13 are included with the sale at no additional cost, in "as is" condition with no warranties: washer/dryer, stove, refrigerator, lawn equipment, furniture, TV

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of $ 145,000. Buyer ☐ has delivered; or ☑ will deliver to the ~~Agency~~ Seller within 7 days of the Offer Date, a deposit of earnest money in the amount $ 500.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of $ 0 will be delivered N/A. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: Estate of Edward Bojarczuk ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 4/22/13 (date) 12:00 ☐ AM ☑ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 28, 2013 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a P/R Deed of Sale deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. ~~Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.~~