

AGREEMENT TO PURCHASE REAL ESTATE AT SALE BY AUCTION

Agreement made this _____ day of _____, 2020 McMahon & Vigeant, PC Certified Public Accountants 399 Main St.; Dalton, MA 01226, Person Representing Legal Power Of Attorney for Ivan Garshelis Magnova Realty Company Inc. Pittsfield, MA (Seller) agrees to sell and _____ (Buyer) agrees to buy Real Estate known as Downing III Unit - #2C (Master Deed Recorded Book 1179 PG 1120) Pittsfield, MA 01201 (the premises).

Lujohns Auction Group, LLC, an auction company, is acting as a sales agent in the facilitation of this process.

1. Purchase price will be:

High Bid _____ + Buyers Premium _____ = Total Purchase Price _____ dollars

(\$ _____) to be paid in cash or by certified, cashier's, treasurer's, bank check or bank wire at the time of closing.

2. As earnest money the Buyer deposits \$ _____ with the Auctioneer which shall be applied to the purchase price at the time of closing. Said earnest money deposit shall be held by the Auctioneer as escrow agent for both Buyer and Seller until the date of closing in a non interest bearing account

3. Said premises are to be conveyed by a good and sufficient Quitclaim deed subject to Covenants, By Laws, Easements and Restrictions of record running to Buyer, or to the nominee designated by the Buyer by written notice to Seller at least seven (7) days before the deed is to be delivered as herein provided.

Such deed is to be delivered on or before December 14th, 2020, at the office of the Seller's attorney. It is agreed that time is of the essence of this agreement.

4. Interest, rents, fuel, taxes and insurance to be adjusted as of the date of closing.

5. Buyer acknowledges that lot size, square footage of premises and plan set forth in the advertising may not be accurate and in signing this agreement Buyer accepts the description or plan set forth or referred to in this agreement.

6. It is understood and agreed that Auctioneer is acting as agent only and shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this agreement or for damages for non-performance thereof.

7. It is understood that Buyer has entered into this agreement as a result of an inspection of said premises satisfactory to Buyer and that said premises is being purchased as the result of that inspection.

8. This agreement shall extend and be binding upon the heirs, administrators, successors and assigns of the parties hereto.

9. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as sealed instrument, is executed as part of a number of documents which consist of the Terms & Conditions of Auction Sale, Auction Sale Memorandum and any other documents executed by the parties hereto, is binding upon and endures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and severed.

10. Buyer understands there is a current Maintenance Fee of \$700.00 / Month and is required to abide by the "Trustees of the 17 Downing Three Condominium Trust" By Laws, Covenants, Master Deed and all other Restrictions of Record pertaining to " the premises" including permitted usage of property Industrial Manufacturing, Warehousing, Research, General Office and purpose related thereto.

IN WITNESS WHEREOF: the parties have hereunto set their hand and seals, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

By: _____

Lujohns Auction Group, LLC

Print Name

Date

Buyer

Print Name

DOB / SS # / Date

Buyer

Print Name

DOB / SS # / Date

Approved: _____

Seller

Print Name

Date