**Frenship Mesa Estates: Lot Sales Contract**

WITNESSETH:

**PARTIES:**

Frenship Mesa Estates, LLC of Lubbock, Texas, hereinafter called “Seller; and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, other party or parties signing below are hereinafter called “Buyer”.

**DESCRIPTION:**

Seller hereby sells to the Buyer, and Buyer hereby buys the following real property in Wolfforth, Texas to-wit:

Lot number \_\_\_\_\_\_\_\_\_ Frenship Mesa Estates, and addition to the City of Wolfforth, Lubbock County, Texas.

**CONSIDERATION:**

As consideration for this contract, Buyer agrees to pay a non-refundable Option Fee in cash in the amount of $2000 upon execution hereof.

**PURCHASE PRICE:**

The purchase price is $\_\_\_\_\_\_\_\_\_\_\_\_\_, plus an amount equal to $\_\_\_\_\_\_ per day beginning 60 days from the date of this contract to the date Buyer exercises the right to purchase by Closing the purchase of the Property. Option Fee will be applied toward the Purchase Price at closing. The per diem charge shall begin to accrue 60 days after execution of contract. Per diem will be due at closing. Lot must be closed on or before \_\_\_\_\_\_\_\_\_\_\_\_.

**TITLE AND DEED:**

Upon the payment of the Purchase Price and any cost owing, Seller will convey to Buyer free and clear title by special warranty deed, subject only to plat covenants and restrictions, mineral reservations, and easements of record. This contract will not be recorded, and prior to receiving a conveyance, the Buyer will do nothing to disturb or cloud title.

**BREACH:**

Should Seller breach this contract, he shall return the Down Payment together with Buyer’s note and Buyer shall have no further Liability. Should Buyer breach this contract or fail to make payments when due, then seller may, at the Seller’s Option, immediately cancel this Contract and take possession of the Lot and retain the Option fee and the per diem must be brought current as rent and liquidated damages for such breach or Seller may enforce specific performance by appropriate Legal remedies.

**TAXES:**

Buyer shall pay all the taxes that fall due on said Lot after the date of this contract. Current taxes shall be prorated as the date hereof, and the Buyer, upon delivery of the Seller of said receipts, shall reimburse Seller’s prorate part.

**WEEDS AND TRASH:**

Mowing of weeds and keeping lots free of trash and debris will be the responsibility of Buyer. If weeds are mowed or trash removed by Seller, Buyer will, upon receipt of statement, reimburse such cost.

**STATEMENT:**

The designed Buyer is active in the building of new homes for sale and/or have homes built for resale for Buyer’s real estate office. Lots as purchase in Frenship Mesa Estates, Wolfforth, Texas, are bought and contracted for in the course of Buyer’s regular course of business.

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Buyer Date

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Frenship Mesa Estates, LLC Date