**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(s) 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 Deposit in cash in the amount of **$2,000.00** per lot upon execution hereof.

**PURCHASE PRICE:**

The purchase price is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,(For multiple Lot sales, see attached Lot “Take-Down” Schedule & Price) plus an amount equal to $ 20.00 per day beginning 60 days from the date of said Lot(s) being buildable/permittable by City of Wolfforth, to the date Buyer exercises the right to purchase by Closing the purchase of the Property. Deposit will be applied toward the Purchase Price at closing. The per diem charge shall begin to accrue 60 days after said Lot(s) is buildable/permittable. Per diem will be due at closing.

**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.

**DEFAULT:**

Should Seller breach this contract, he shall return the Down Payment and Buyer and Seller 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 Deposit, 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 of the date hereof, and the Buyer, upon delivery of the Seller of said receipts, shall reimburse Seller’s prorata 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 designated Buyer is active in the building of new homes for sale and/or have homes built for resale. Lots purchased in Frenship Mesa Estates, Wolfforth, Texas, are bought and contracted for in the Buyer’s regular course of business.

**NOTICE:**

Any notice or communication required or permitted in this Contract shall be given in writing, sent by (i) personal delivery, with proof of delivery; (ii) nationally recognized overnight courier service that regularly maintains records of items delivered; or (iii) United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as provided in this document.

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Buyer: (Print & Sign) Date

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Seller: Frenship Mesa Estates, LLC Date

Adress:\_\_\_PO Box 65162, Lubbock, Texas, 79464\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: 806-548-2828\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_Scott.tortoiseandhare@gmail.com\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Lot “Take-Down” Schedule**

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| --- | --- | --- | --- |
| **LOT #** | **LOT SALES PRICE** | **OPTION FEE** | **LOT CLOSING DATE** |
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Buyer: (Print & Sign) Date

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Seller: Frenship Mesa Estates, LLC Date

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Phone: 806-548-2828\_\_\_\_\_\_\_\_\_\_ Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_Scott.tortoiseandhare@gmail.com\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_