

Agreement To Purchase Real Estate At Auction

Agreement made this 23rd day of September , 2015 between 19 Jackson Street Realty Trust, Dorothy E. Brigham Trustee hereinafter referred to as "Seller" and

Hereinafter referred to as "Buyer". The Seller and Buyer are collectively referred to as the "Parties" to the agreement hereinafter. Seller agrees to sell and buyer agrees to buy the Real Property known as 19 Jackson Street located in the town of Middleboro, MA in the County of Plymouth Commonwealth of Massachusetts , as described in the Plymouth County Registry of Deeds in Book 37704, Page 22 hereinafter referred to as "The Property".

Weitbrecht Auctioneers, Inc. DBA Strategic Auction Alliance, with offices located at 22 River Street, Suite #13 Braintree, MA 02184, a Massachusetts Corporation, a licensed real estate brokerage firm and a licensed auction firm in the Commonwealth of Massachusetts hereinafter referred to as "Auctioneer", represents the seller in this transaction. Buyer agrees to pay the following for The Property:

1. Buyer high bid is _____ (\$ _____) dollars

Plus a 10% buyers premium in the amount of _____ (\$ _____) dollars

Totaling the agreed contract sale price of _____ (\$ _____) dollars

An Earnest deposit in the amount of _____ (\$ _____) dollars

Has been paid by the Buyer to Auctioneer. An additional deposit advancing the Buyers' total earnest deposit to 10% of the contract sale price must be paid to Auctioneer in the amount of

_____ (\$ _____) dollars

no later than the close of business, 5:00 PM Eastern Time on September 30, 2015 by cash, certified funds, cashier's check, treasurer's check, bank check or wire transfer. All earnest monies paid are to be held by Auctioneer in a non-interest bearing real estate escrow account.

The remaining balance in the amount of _____ (\$ _____) dollars

must be paid in cash or by certified funds, cashier's check, treasurer's check, bank check or wire transfer at the time of closing which must occur no later than the close of business of the Plymouth County Registry of Deeds on October 30, 2015. Closing is to occur within 30 calendar days as specified in paragraph 2 herein below. Time is of the essence in this agreement. Buyer warrants that buyer will abide by the schedule and amounts for earnest deposits and closing as defined in this agreement and will abide by the complete terms of this agreement herein, herein above and herein below. In the event of non-compliance by buyer of the terms in any section of this agreement, including non-performance of additional earnest deposit as specified, or buyer default, the buyer agrees and shall forfeit any and all earnest deposits made as liquidated damages.

2. The Property is to be conveyed by a good and sufficient Quitclaim deed 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, and said deed shall convey a good clear record and marketable and insurable title thereto, subject to easements and restrictions of record and subject to the provisions of this agreement. Such deed is to be delivered no more than Thirty (30) calendar days from the date of the subject auction, at the Plymouth County Registry of Deeds or any other location as mutually agreed by the parties. Time is of the essence in this agreement. In the event the title cannot be conveyed by Seller, all earnest monies paid by buyer shall be returned to Buyer. Return of earnest monies paid shall be the sole remedy of the Buyer.

3. Taxes to be adjusted as of the date of closing.

4. Buyer acknowledges that lot size of The Property, square footage of floor space and any related information set forth in any of the advertising may not be accurate and in signing this agreement Buyer accepts the description, registry book and page reference and/or plan references set forth or referred to in the first paragraph of this agreement herein above.

Buyer Initials _____

