



**REAL ESTATE AUCTION PURCHASE & SALE AGREEMENT**

PAUL LOPEZ & JENNIFER WAHBA, RECEIVERS for ROYAL BENGAL LOGISTICS INC, ET AL, herein after called "SELLER", and \_\_\_\_\_, herein after called "BUYER", hereby agree that the Seller shall sell, and the Buyer shall buy, the following described property upon the Terms and Conditions hereinafter set forth.

1. Legal description of real estate located in LUBBOCK County, Texas:

Address: \_\_\_\_\_  
Folio No.: \_\_\_\_\_

2. Purchase Price and Payment:

- A. Bid Price \$ \_\_\_\_\_
- B. 10% Buyer's Premium \$ \_\_\_\_\_
- C. Total Contract Price \$ \_\_\_\_\_
- D. Down Payment \$ \_\_\_\_\_

paid prior to registration, receipt of which is hereby acknowledged.

- E. Additional Deposit \$ \_\_\_\_\_
- F. Balance Due \$ \_\_\_\_\_

Deposit due by the next business day

to be paid by wire or cashier's check at closing (plus closing costs).

G. This Contract is not contingent upon Buyer obtaining conventional or third-party financing.

3. Closing Conditions:

- A. This sale shall be closed and the deed and possession shall be delivered on or before the 8<sup>th</sup> day of February, 2024. Time is of the essence.
- B. Closing shall be by closing agent of Seller's choice.
- C. Property is being sold in "AS-IS", "WHERE-IS" condition, and with all faults.

4. Title:

- A. Seller will provide evidence that title on the Real Property is free and clear of all liens. An Owner's Title Insurance Policy would be at the Buyer's expense.
- B. Seller shall convey title by \_\_\_\_\_ Deed.
- C. In the event the title shall be proven to be uninsurable, the Seller shall have a period of 30 days after notification thereof within which to cure defects in title, and this sale shall be closed within 15 days after notice of such curing to the Closing Agent. Upon Seller's failure to correct uninsurability, the earnest money deposit shall be returned to the Buyer upon demand, and all rights and liabilities arising hereunder shall terminate.

\_\_\_\_\_

**Stampler Auctions**

**P.O. Box 2975 | Ocala FL 34478**

[www.stamplerauctions.com](http://www.stamplerauctions.com) | [info@stamplerauctions.com](mailto:info@stamplerauctions.com)

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	<b>342.2080 FAX</b>
<b>800.330.BIDS</b>	

**REAL ESTATE AUCTION PURCHASE & SALE AGREEMENT (CONTINUED)**

5. Expenses:
  - A. Buyer shall pay for the required documentary stamps on the deed.
  - B. Buyer shall pay for the required stamps on any notes and mortgages, recordation costs.
  - C. All adjustments of taxes, insurance premiums, interest, assessments, rents or other items on the said property are to be made on a pro-rata basis as of closing date.
  - D. Compensation for STAMPLER AUCTIONS as commission shall be the 10% Buyer's Premium of the Bid Price and shall be paid at the time of closing this contract.
6. Special Clauses:
  - A. When executed by Seller and Buyer, this Contract shall be binding on both parties, their heirs, personal representatives and assigns.
  - B. STAMPLER AUCTIONS shall transfer all deposits to closing agents escrow account.
  - C. If Buyer fails to perform this Contract, his deposit shall be forfeited, amount of said deposit to be divided equally between Seller and STAMPLER AUCTIONS provided, however, that the amount received by STAMPLER shall not exceed the full amount of said commission agreed to elsewhere in this agreement.
  - D. The Auction Procedures, Terms and Conditions are a part of this Contract.



**REAL ESTATE AUCTION PURCHASE & SALE AGREEMENT (CONTINUED)**

IN ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS, SELLER AND BUYER HERETO AFFIX THEIR SIGNATURES.

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE(S) EMAIL

\_\_\_\_\_  
WITNESS DATE

\_\_\_\_\_  
ADDRESS PHONE

\_\_\_\_\_  
SELLER – Royal Bengal Logistics Inc DATE  
By PAUL LOPEZ, RECEIVER

\_\_\_\_\_  
SELLER – Royal Bengal Logistics Inc DATE  
By JENNIFER WAHBA, RECEIVER

110 S.E. 6 STREET #1500 | FORT LAUDERDALE FL 33301  
954.525.7500 O | 954.760.4921 D | [pol@trippscott.com](mailto:pol@trippscott.com)

\_\_\_\_\_  
WITNESS DATE

\_\_\_\_\_  
ADDRESS CITY STATE ZIP PHONE

Deposit(s) under Paragraph 2.B. received: if other than cash, then subject to clearance by Escrow Agent.



**EXHIBIT "A"**  
**AS-IS RIDER**

Buyer represents and warrants to Seller that Buyer has examined and investigated to Buyer's full satisfaction the Property, and that except as otherwise expressly set forth in this Contract, Seller has not made any warranties or representations (expressed or implied) concerning the Property or any portion thereof. Buyer acknowledges and agrees that except as otherwise expressly set forth in this Contract the Property is being transferred in it "AS IS" "WHERE IS" with all faults and defects condition and Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present, or future, of, as to, concerning, or with respect to (a) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body, including, but not limited to, compliance with any special use permits or developments of regional impact, (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (f) the manner or quality of the construction or materials incorporated into the Property, (g) the manner, quality, state of repair, or lack of repair of the Property, (h) the existence of hazardous materials, mold, mildew, other biological toxins or governmental requirements at the Property, (i) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property, (j) the development potential of all or any part of the Property, (k) any leases or occupancy agreements affecting the Property or (l) any other matter with respect to the Property, and specifically, that, except as otherwise expressly set forth in this Contract, Seller has not made, does not make and specifically disclaims any representations regarding concurrency, or compliance with any special use permits, developments of regional impact, environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Property of hazardous material.

Any special assessments, municipal assessments or liens that are due or incurred after Closing will be the responsibility of the Buyer. Seller shall not be required to comply with or bring the Property into compliance with any regulations of any governmental authority, close out any open permits or cure any code enforcement violations and Buyer expressly assumes all responsibility for same.

Except as otherwise expressly set forth in this Contract, Buyer further acknowledges and agrees that having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and not on any information provided or to be provide by Seller and, by Closing and taking title to the Property, the Buyer shall be deemed to have accepted the Property "As Is" "Where Is" with all faults and defects and waived all objections or claims against Seller or Seller's members, officers, directors, shareholders, employees, managers, partners, attorneys, and agents (including, but not limited to, any right or claim of contribution) arising from or related to the Property or to any hazardous materials or biological toxins in, on or under the Property and any claim it has, might have had, or may have against Seller with respect to the condition of the Property, with patent or latent. Buyer further acknowledges and agrees that any information provided or to be provided or verification of such information and, except as otherwise expressly set forth in this Contract, makes no representations as to the accuracy or completeness of such information. Except as otherwise expressly set forth in this Contract, Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other personal. Buyer further acknowledges and agrees that, except as otherwise expressly set forth in this Contract, to the maximum extent permitted by law, the sale of the Property as provided for herein is made on an "AS IS" "WHERE IS" condition and basis with all faults and defects.

