

## PURCHASE AND SALE AGREEMENT

From the office of:  
DiBlasi Law  
348 Park Street, Suite 201  
North Reading, MA 01864

This \_\_\_\_\_ day of October 2015

### 1. PARTIES

**Thomas Goddard, Trustee of Goddard Family Trust**, of 435 Park Street, North Reading, MA 01864 hereinafter called the SELLER, agrees to SELL and **Ebrahim Masalehdan** of 31 Progress Avenue, Tyngsboro, MA 01879 hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

### 2. DESCRIPTION

Two parcels of land and buildings (including greenhouses), thereon, the first parcel located at 68 Boston Road, Westford, Massachusetts 01886, containing 2.00 acres of "land classified as STORE with a(n) STORE building built about 1972", more particularly described in a deed recorded with the Middlesex North District Registry of Deeds in Book 11422, Page 170, and shown on the Town of Westford's Assessor's Map 022 as parcel 0116, lot 0000 and the second parcel located at, 68 Boston Road, Massachusetts 01886 containing 6.97 acres of land and buildings thereon, more particularly described in a deed recorded with the Middlesex North District Registry of Deeds in Book 11422, Page 170, and shown on the Town of Westford's Assessor's Map 022 as parcel 0115, lot 0000. (the "Premises").

### 3. TITLE DEED

Said Premises are to be conveyed by a good and sufficient QUITCLAIM deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable or insurable title thereto, free from encumbrances, except

- (a) Provisions of existing building, zoning, environmental and other applicable laws, if any;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed and any liens for municipal betterments assessed after the date of the Agreement; and
- (c) Any easements, restrictions or agreements of record presently in force and applicable which do not interfere with the reasonable use

of the Premises for as currently used

4. PLANS  
If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
5. REGISTERED TITLE  
In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
6. PURCHASE PRICE  
The agreed purchase price for said premises is **Six Hundred Fifty Thousand (\$650,000.00) DOLLARS**, of which  
\$ 10,000.00 have been paid as a deposit this day; and  
\$ 640,000.00 are to be paid at the time of delivery of the deed in cash, bank check, wire transfer or Attorney MA IOLTA check.  
**\$650,000.00 TOTAL**
7. TIME FOR PERFORMANCE: DELIVERY OF THE DEED  
Such deed is to be delivered at 12:00 noon at the Middlesex North Registry of Deeds on the later of the following to occur: 1) January 10, 2016, or 2) upon the declination of the Town of Westford to exercise its right of first refusal, whether that declination is by a) expiration of the time allowed by the applicable Agricultural Preservation Restriction, or b) by written notice of the Town of Westford's refusal to so exercise its rights.
8. POSSESSION and CONDITION of PREMISES  
Full possession of said Premises free of all tenants and occupants, except as provided herein, is to be delivered at the time of the delivery of the deed, said Premises to be then in compliance with provision of any instrument referred to in clause 3 hereof.
9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM  
If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of not more than thirty (30) days. SELLER may accelerate the time for performance during the extended period by written notice given at least five (5) business days

prior to the accelerated date. SELLER's use of reasonable efforts to remove title defects in title under this paragraph shall not require SELLER to expend more than Three Thousand and 00/100 (\$3,000.00) Dollars (excluding municipal liens and known, voluntary encumbrances but including reasonable attorney's fees) to cure such title defects or to otherwise make the Premises conform.

For the purposes of this section, at Buyer's sole election, any title defect may be deemed cured if the BUYER is able to obtain an owner's title insurance policy for the Premises at normal rates which takes no exception for such defect or which provides affirmative coverage against loss resulting from such defect.

10. FAILURE TO  
PERFECT TITLE  
OR MAKE PREMISES  
CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this agreement shall be void without recourse to the parties hereto

11. BUYER'S  
ELECTION  
TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. ACCEPTANCE OF DEED      The acceptance of a deed by the BUYER or his nominee as the case may shall be a full performance and discharge and release of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
13. USE OF PURCHASE MONEY TO CLEAR TITLE      To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of deed, or within a reasonable time thereafter.
14. INSURANCE      Until the delivery of the deed, the SELLER shall maintain hazard insurance on the Premises, as currently insured. The risk of loss remains with the Seller until the deed to the Buyer is recorded.
15. ADJUSTMENTS      Taxes for the then current fiscal year, shall be apportioned and fuel value be adjusted as of the date of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
16. ADJUSTMENT OF UNASSESSED AND ABATED TAXES      If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
17. BROKER      The BUYER and SELLER each warrant and represent to the other that neither has engaged the services of a real estate broker for any purpose relating to either the purchase or the sale of the premises.
18. DEPOSIT      All Buyer's deposits herein shall be held in escrow by the Seller's attorney, Joseph P. DiBlasi (without interest). The deposit shall be duly accounted for at the closing but if the Buyer shall default under this Agreement, said deposit shall be the property of the Seller as liquidated damages, which shall be the Seller's sole remedy at law or in equity. The parties stipulate that the retention of the deposit is not a penalty, but rather the parties best estimation of the Seller's expected reasonable damages upon a default by the Buyer.

19. BUYER'S  
DEFAULT;  
DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreements herein, all deposits made hereunder shall be retained by the Seller as liquidated damages, without further remedy at law or in equity.

20. LIABILITY OF  
TRUSTEES,  
SHAREHOLDER,  
BENEFICIARY, etc

If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, expressly implied, hereunder.

21. WARRANTIES  
AND  
REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing.

22.  
BUYER'S DUE  
DILIGENCE

Buyer's obligation to complete the proposed transaction is conditioned upon the following:

- a) Buyer's Inspection of the Premises and all related matters, by the Buyer, including without limitation the physical and environmental condition of the Premises on or before November 24, 2015. On or before said date, Buyer at his sole expense, may conduct such surveys, tests, and inspections of the Premises as Buyer deems appropriate, including without limitation obtaining a written report from a recognized environmental engineering firm (the "Engineer") regarding the presence of hazardous waste, if any, on the Premises (the "Report"). In the event that the results of any such inspections or studies or Buyer's analysis of the Premises are unacceptable to Buyer for any reason, or no reason, in the sole discretion of the Buyer, Buyer shall have the right to terminate this agreement and all deposit monies will be returned promptly to Buyer without offset, provided Buyer gives notice of same to Seller on or before November 24, 2015 and provided, if the reason for Buyer's dissatisfaction is the presence of hazardous waste, the Buyer gives a copy of said Report to Seller on or before November 24, 2015. Buyer shall promptly remedy any damage to the Premises as a result of Buyer's testing, inspection and/or entry onto the Premises to conduct said testing and inspecting.

Notwithstanding anything to the contrary above, as a condition to Buyer's receiving the refund of the said deposit monies upon any termination of this agreement pursuant to this section, Buyer shall be required to first tender a complete copy of any and all reports, plans, studies, etc. in Buyer's possession undertaken by Buyer and at no cost to Seller and at no additional cost to Buyer.

23. TITLE 5

Buyer shall be responsible for complying with Title 5 compliance, at Buyer's cost.

24. REBA STANDARDS

Any matter of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association at the time for delivery of the deed shall be governed by said title standard or practice standard to the extent applicable.

25. CONSTRUCTION  
OF AGREEMENT

This instrument, executed in multiple counterparts is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it. This is a legally binding contract. If not understood, seek competent advice.

26. ESCROW AGENT

Insofar as Joseph P. DiBlasi, Esquire ("JPD") is acting as escrow agent pursuant to this agreement, JPD shall be subject to the following terms and conditions and no others:

1. The duties and obligations of JPD shall be determined solely by the express provisions of this agreement and no implied duties or

obligations shall be implied against JPD. Further, JPD shall be under no obligation to refer to any other document between or among the Buyer and the Seller related any way to this agreement, unless JPD is provided with a copy of such document and consents thereto in writing.

2. JPD shall not be liable to anyone by reason of any error of judgment, or for any act done or step taken or omitted by JPD in good faith, or for any mistake of fact or law, or for anything which JPD may do or refrain from doing in connection herewith, unless caused by or arising out of the JPD's actual and intentional misconduct.
3. JPD shall be entitled to rely, and shall be protected in acting in reliance, upon any writing furnished to JPD by either Buyer or the Seller and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to JPD in connection with its role as escrow agent. JPD may rely on any affidavit of either the Buyer or the Seller or any other person as to the existence of any facts stated therein to be known by the affiant.
4. In the event of any disagreement between the Buyer and the Seller resulting in adverse claims and demands being made in connection with or against the funds held in escrow, JPD shall be entitled, at JPD's option, to refuse to comply with claims or demands of either party until such disagreement is finally resolved (i) by a court of competent jurisdiction (in proceedings which JPD or any other party may initiate, it being understood and agreed by the Buyer and the Seller that JPD has authority (but no obligation) to initiate such proceedings), or (ii) by an arbitrator in the event that the Buyer and the Seller determine to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association and in so doing JPD shall not be or become liable to any party, or (iii) by written agreement between the Buyer and the Seller.

## 27. NOTICES

Any notice to be made pursuant to this Agreement shall be effective if made in writing and sent via certified mail, return receipt requested, or, if available and if transmission is electronically confirmed, then via facsimile or e-mail

(a) If to the BUYER,:

c/o Kempton P. Giggey, Esq.  
Law Office of Kempton P. Giggey  
5 Pondview Place  
Tyngsboro, MA 01870  
Tel: 978/649-2030  
Fax: 978/649-7545  
Email: kgiggey@attorney-giggey.com

(b) If to the SELLER,:

c/o Joseph P. DiBlasi, Esq.  
DiBlasi Law  
348 Park Street, Suite 201  
North Reading, MA 01864  
Tel: (978) 664-6500  
Fax: (978) 664-8118  
Email: jdiblasid@dblasilaw.com

28. NON-ASSIGNABLE

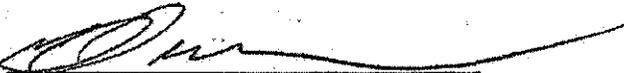
Except to an entity of which Ebrahim Masalehdan has controlling interest, this Agreement may not be assigned by the BUYER without the prior written consent of the SELLER and any purported assignment in violation of this Agreement shall be null and void. This Agreement shall not be recorded in any Registry of Deeds and if recorded shall be null and void. If the BUYER records or purports to assign this Agreement, then at SELLER's option, this Agreement shall be terminated and all deposits hereunder shall be retained by the SELLER as liquidated damages and shall be the SELLER's sole remedy at law or in equity.

29. AS IS

The Buyer acknowledges and represents that, except as explicitly contained herein in this Agreement, no warranties or representations of any kind, type or manner concerning the premises have been made by the Seller or anyone on Seller's behalf, and that Buyer is purchasing the premises "As is" and "Where is".

30. RIGHT OF FIRST REFUSAL

The Property is subject to three (3) Agricultural Preservation Restrictions, each of which require that the Town of Westford have right of first refusal to purchase the Premises. Accordingly, Seller's obligations herein are subject to the Town of Westford waiving its first right of refusal options.

  
BUYER, Ebrahim Masalehdan

Date:

10/30/2015

  
Seller, Goddard Family Trust  
By: Thomas Goddard

Date:

10/30/2015

**Rider A - Purchase and Sale Agreement**

**Seller: Thomas Goddard, Trustee of the Goddard Family Trust**

**Buyer: Ebrahim Masalehdan**

**Premises: 66-68 Boston Road, Westford, MA 01886**

1. **SELLER AUTHORIZATION TO SIGN:** Seller represents that they are the record owners of the property.

2. **SELLER'S REPRESENTATIONS:** Seller represents to the Buyer that to the best of Seller's knowledge:

- (a) the Premises does not lie within a federal flood plain zone that requires flood insurance;
- (b) the Premises has not contained any underground fuel tanks;
- (c) there are no articles or substances on or near the premises that are toxic or hazardous, other than normal and customary household products;
- (d) Other than the currently pending lawsuit (Town of Westford v. Thomas Goddard, Trustee, Goddard Family Trust – Middlesex Superior Court – Complaint dated September 12, 2014) there is no pending or threatened litigation with respect to the Premises. Seller shall produce satisfactory evidence that said lawsuit has been satisfactorily resolved or dismissed prior to conveyance;
- (e) Other than the aforementioned pending lawsuit (referenced in sub-section (d) above), no notice or communication has been received by Seller from any public authority as to any violation on the Premises, including but without limitation to the health department or building department;
- (f) Other than the aforementioned pending lawsuit (referenced in sub-section (d) above), there does not presently exist any condition within the premises which violates any municipal, state or federal rule, law or regulation which has not been corrected;
- (g) Other than the aforementioned pending lawsuit (referenced in sub-section (d) above), Seller has obtained all necessary municipal, state and federal permits for work performed at the premises;
- (h) Other than the aforementioned pending lawsuit (referenced in sub-section (d) above), Seller has complied with all terms and conditions of all existing restrictions, permits, variances and easements applicable to the Premises;
- (i) all orders of conditions have a recorded Certificate of Compliance evidencing full compliance;
- (j) the premises shall be delivered free of all tenants, if any;
- (k) Seller shall pay and discharge the outstanding balance of any municipal betterment through the date of closing;
- (l) Seller hereby represents that there are no contracts, oral or written, involving the premises which Seller has negotiated or contracted or which will be binding upon or affect the premises in any manner after the closing, and no contracts or agreements to which Seller is a party, including any tenancy or occupancy agreements, which affect the Premises which will survive the closing.
- (m) Seller owns outright without lien and does not lease any of the fixtures or personal property included in the sale.
- (n) There are no underground storage tanks, ~~septic tanks or cesspools~~ anywhere at the premises presently in use. The parties acknowledge that there is currently septic tank in operation on the property. ~~If the Buyer is unable to obtain the necessary permits from the Town of Westford allowing the operation of a restaurant, function hall and greenhouse on the property, then the seller shall provide a passing Title V Certification as to said septic system prior to closing;~~

These representations shall survive the delivery of the deed.

3. **CONFORMITY WITH TITLE**: It is understood and agreed by the Seller that the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) All buildings, structures and improvements including but not limited to, any driveways, garages, and cesspools, and all means of access to the premises, shall be located completely within the boundary lines of the premises and shall not encroach upon, over or under the property of any other person or entity, except pursuant to a validly recorded, indefeasible easement;
- (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the premises;
- (c) The premises shall abut a public way, duly laid, put or accepted as such by the city or town in which the premises is located, or have indefeasible legal access to same; and
- (d) Title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form or policy. In the event of a title matter for which a title insurance company is willing to issue a so-called "clean" policy or provide "affirmative coverage" over a known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of their counsel, to deem title to the Premises unacceptable or unmarketable and to terminate this Agreement.

4. **DESTRUCTION OR LOSS OF PROPERTY**: In the event of a taking or other loss, damage or destruction of any substantial part or all of the Premises or Complex by eminent domain, fire, vandalism, or other casualty, Buyer shall have the right to terminate this Agreement in which event all of Buyer's deposits shall be refunded to the Buyer and this Agreement shall be null and void without recourse to the Parties.

~~5. **APPLIANCES**: All appliances being transferred and all of the systems of the Premises, including but not limited to heating, air conditioning, plumbing, electricity, heating and hot water systems located in and servicing the Premises shall be in the same operating condition as of the date of the Buyer's home inspection, reasonable wear and tear excepted. Seller shall provide Buyer at closing with copies of all manufacturers' warranties (if any) for all appliances and systems serving the premises,~~

6. **FLOOD INSURANCE**: In the event that it is determined that the premises lies in a flood zone in which flood insurance is required, Buyer, at Buyer's option, may deem this agreement null and void and all deposits shall be returned forthwith-, provided Buyer gives Seller notice of same on or before November 30, 2015.

7. **SELLER'S COOPERATION**: Seller agrees to cooperate with the Buyer and Buyer's Lenders Counsel in executing any and all necessary, reasonable and customary documents as may be required by Buyer's Lender, including but not limited to an Affidavit indicating that to the best of his/her knowledge the premises do not contain UFFI, an Affidavit that there are no parties in possession at the premises, that no work has been done on the premises which would entitle anyone to claim a mechanics' lien or file a notice of contract relating to the premises, and a Certification of non-foreign status under IRC 1445. It is further agreed that the deed shall be signed by Seller and said deed shall not be executed under a power of attorney.

8. **PROCEED FUNDS TO BE HELD IN ESCROW**: Seller agrees that the purchase funds (in the form of an attorney IOLTA check, conveyancing account check or client fund account check) will be held in escrow by Seller's attorney, closing attorney or real estate broker for a reasonable period of time after closing until the deed can be recorded.

9. **ACCEPTANCE OF DEED**: The term "acceptance of deed" shall mean its recording in the Registry of Deeds.

10. **TITLE DEFECTS:** Despite any language in paragraph 9 of this agreement it is agreed that the Seller shall use reasonable efforts to remove any title defect herein.

11. **REASONABLE ACCESS:** Buyer shall have reasonable access to the Premises for the purpose of showing said Premises to prospective Mortgage lenders, for the purpose of inspecting the condition of said Premises (including a final walk through 24 hours prior to closing), for the purpose of obtaining bids from workmen, and for the purpose of taking measurements of said Premises. Said access shall be exercised only in the presence of the Sellers or their agents and only after reasonable notice to the Sellers.

12. **NOTICES:** Notices pursuant to this agreement shall be deemed delivered upon mailing and/or facsimile transmission (with fax confirmation) and/or electronic mail to either party or their agents or attorneys and for the purposes of this agreement, faxed signatures shall be considered legally binding. It is agreed between the Buyers and Sellers that their attorney(s) shall have the authority to enter into extensions and/or amendments of any of the provisions set forth in this Agreement, including, but not limited to, any extensions and/or amendments sought under the Mortgage Contingency Clause, without any additional written confirmation from the parties.

Contact information for Buyer's & Seller's respective counsel is as follows:

In the case of the Buyer:  
Kempton P. Giggey, Esquire  
Law Office of Kempton P. Giggey  
5 Pondview Place, Tyngsboro, MA 01879  
Phone: 978-649-2030  
Fax: 978-649-7545  
[kgiggey@attorney-giggey.com](mailto:kgiggey@attorney-giggey.com)

In the case of the Seller:  
Joseph P. DiBlasi, Esquire  
DiBlasi Law  
348 Park Street, Suite 201  
North Reading, MA 01864  
Phone: 978-664-6500  
Fax: 978-664-8118  
[jdiblasidiblasilaw.com](mailto:jdiblasidiblasilaw.com)

13. **RISK OF INSURANCE:** All risk of insurance shall remain with Seller until recording of the deed.

14. **CLOSING LOCATION:** Upon request of Buyer or Buyer's lender, the place for closing may be changed to the office of the lender's attorney.

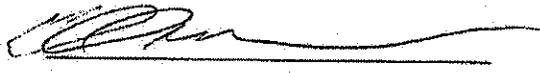
15. **LAW OFFICE OF KEMPTON P. GIGGEY.** The Buyer and Seller acknowledge that the Law Offices of Kempton P. Giggey, may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing in addition to the representation of the Buyer in this transaction and that both Buyer and Seller have no objection to and consent to this dual representation of Buyer and Lender by Buyer's attorney.

16. **ERRORS OR OMISSIONS**: If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission), then such party agrees to make a payment to correct the error or omission. The provisions of this clause shall survive delivery of the deed.

17. **BUYER'S DEFAULT**: Despite any language as stated the Purchase & Sale Agreement, in the event of default by the Buyer under the terms or provisions of this agreement, retention of the deposit by Seller shall be Seller's sole and exclusive remedy at law and in equity.

18. **CONFLICT WITH OTHER AGREEMENTS**: The above provisions supplement and amend the Purchase and Sale Agreement attached hereto and incorporated by reference herein, and is included within said Agreement for all purposes. In the event that any of the terms or conditions of this Rider conflict with the Purchase and Sale Agreement or any Riders or Addendums thereto, this Rider shall supersede and control.

10. **OUTSTANDING MORTGAGES**: Any releases and/or discharges obtained from non-institutional lien and/or mortgage holders shall be recorded simultaneously with the Deed to Buyer. The **SELLER** agrees to provide buyer/lender's attorney with any requested information/ authorizations necessary to obtain payoff information for such mortgage(s) or liens.



Buyer

10/30/2015



Buyer