
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Agreement made and entered into this _____ day of November, 2015, by and between RENE P. TURGEON, as the Successor Trustee of the RAPHAEL F. TURGEON AND PAULINE M. TURGEON REVOCABLE TRUST (the "Seller"), and ALLAN R. TURGEON and SUZANNE P. TURGEON, husband and wife, of 78 Briarcliff Knoll, Auburn Maine (the "Purchasers")

WITNESSETH:

WHEREAS, the Seller is the owner of the following described real property (hereinafter called the "Property"), being located in Cape Coral, Lee County, Florida:

Apartment Number 104 of the WATERGATE CONDOMINIUM, according to the Declaration of Condominium dated August 16, 1971, recorded in O.R. Book 725, pages 744-778, inclusive, Public Records of Lee County, Florida, as the same may have been amended from time to time.

Said property having a street address of 632 Victoria Drive, #104, Cape Coral, Florida 33904

and

WHEREAS, the Seller wishes to sell the Property, and the Purchasers wish to purchase the Property, upon the terms and conditions enumerated in this Agreement

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and also in consideration of the amount of Ten Dollars and other valuable consideration, the Seller and the Purchaser agree as follows:

1. Deposit. Upon the execution of this Agreement, Purchaser shall deposit the sum of One Hundred Dollars (\$100.00) as a good faith deposit subject to the terms and provisions of this Agreement. The deposit shall be held in escrow in the Trust Account of Gordon H. Coffman, Attorney at Law, 12651 McGregor Blvd., Fort Myers, Florida 33919. The total amount of the deposit shall be credited to the purchase price at closing or refunded to Purchaser in the event of a default by Seller, a defect in title, or subject to any conditions as provided under the terms and provisions of this Agreement, but shall otherwise be nonrefundable.

2. Purchase Price. The purchase price shall be One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500.00), payable as follows:

- (a) A deposit pursuant to paragraph 1, above (the "Deposit"),
in the amount of \$ 100.00
- (b) Balance to close
to be paid by wire transfer to the escrow account of the
closing agent on or before the Closing Date in the amount of \$ 117,400.00

3. Conditions. The obligation of Purchasers to close is subject to satisfaction in Purchaser's judgment, at or before the closing, of the following conditions in addition to such others as may be set forth in this Agreement:

- (a) The title to the Property is insurable and certified by Purchasers' attorney to be good, marketable and insurable, free and clear of all defects, liens or encumbrances, in accordance with standards adopted by The Florida Bar;
- (b) Seller shall possess full right, power and authority to sell and convey the Property to the Purchasers in accordance with the terms of this Agreement;
- (c) This sale is subject to appraisal of the property for a minimum of \$125,000, and to the Purchasers' securing satisfactory financing from a lending institution in order to finance the transaction;
- (d) Seller shall have complied with this agreement and shall have assisted and cooperated with the Purchasers as may be reasonably required by the Purchasers in the performance of this Agreement, in satisfaction of all the conditions precedent insofar as within Seller's control and ability to do so.
- (e) Time is of the essence with respect to this Agreement.

In the event that any of the foregoing conditions are not satisfied within any time frames set forth in this Agreement, Purchaser shall have the right (but not the obligation) to terminate this Agreement and be refunded its deposit.

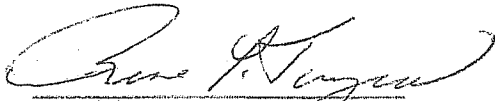
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4. Default Provision. In the event the Purchasers should, for any reason other than through the fault of Seller, a defect in title, or subject to any conditions set forth in this Agreement, fail to perform this Agreement on the Closing Date, as hereinafter defined, then this Agreement shall terminate as of the Closing Date, and all Deposits made hereunder shall be retained by the Seller as partial liquidated damages for the breach of this Agreement.

In the event that Seller should, for any reason other than through the fault of Purchasers, fail to perform this Agreement on the Closing Date, as hereinafter defined, the Purchasers shall have all of the remedies provided by law.

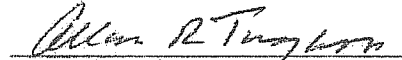
5. Deed. The deed to be delivered by the Seller to convey the Property shall be good and sufficient Trustee's Deed conveying a good, marketable and insurable title, thereby giving to the Purchaser clear title to the Property.
6. Closing Date. The Closing Date for transfer to the Purchasers of the Property shall take place on or before December 22, 2015 (the "Closing Date") at the time designated by the closing agent. The closing of this transaction by delivery of the deed upon receipt of the Balance on or before the Closing Date shall take place by mail, or at such place in Lee County, Florida as may be designated by the closing agent.
7. Possession. Full possession of the Property shall be delivered to the Purchasers at closing.
8. Expenses. The expenses of the closing of this transaction shall be paid as follows:
- (a) Seller shall be responsible for the cost of Florida Documentary Stamps to be placed on the deed of conveyance;
 - (b) Purchasers shall pay for recording of the deed of conveyance and searching the title to the Property and for the cost of title insurance (both Owner's and Lender's Policies);
 - (c) Purchasers shall be responsible for all costs and expenses associated with or incident to Purchasers' mortgage financing for the property;
 - (d) Each party shall be responsible for their own attorney fees;
 - (e) All taxes, utilities, Association or Condominium fees, and other fees and expenses susceptible to proration shall be prorated as of the date prior to closing.

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9. Marketable Title. If the Seller shall be unable to convey a good and marketable title and to make a conveyance of the property in accordance with this Agreement, then and in that event, the Seller shall have a reasonable time period, not to exceed 45 days, from the time the Seller is notified of the defect, unless otherwise agreed to by both parties, to remedy the defect in title. If such defect is not corrected within such time, to that there is a merchantable title, the Purchasers shall have the option to accept such title as the Seller can deliver to the property in its then condition, and to pay therefor the balance without deduction, and the Seller shall convey the Property to the Purchasers.
 10. Building Improvements. In the event that the Purchasers fail to close on the property for any reason, all alterations, additions, improvements and fixtures which may have been made or installed by the Purchasers in or upon the property and which are in any manner attached to the floors, walls or ceilings, shall be the property of the Seller, and shall remain upon and surrendered to Seller with the premises as part thereof.
 11. Execute all Documents. The parties mutually agree that they will execute any and all documents, instruments and writings necessary to give effect to the intent and purpose of this Agreement.
 12. Modifications. No modification or waiver of any of the terms and provisions of this Agreement shall be valid unless in writing and signed by all parties.
 13. Severability. If any of the provisions of this Agreement are held to be void or unenforceable, all the other provisions of this Agreement shall nevertheless continue in full force and effect.
 14. Binding Effect. This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.
 15. Survival of Terms. All representations and warranties of, and all terms, provisions, conditions and agreements to be performed herein shall survive the closing of this transaction, and the execution and delivery of the deed.
 16. Entire Agreement. This Agreement constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. There are no representations or covenants other than those expressly set forth in this Agreement.
 17. Florida Law to Govern. This Agreement shall be governed for all purposes by the laws of the State of Florida.

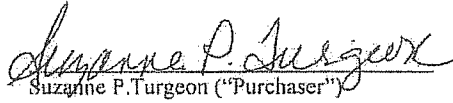
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates respectively indicated below.



Rene P. Turgeon, Trustee ("Seller")
Signed by Seller on November 30, 2015



Allan R. Turgeon ("Purchaser")



Suzanne P. Turgeon ("Purchaser")

Signed by Purchasers on November 18, 2015

4. Default Provision. In the event the Purchasers should, for any reason other than through the fault of Seller, a defect in title, or subject to any conditions set forth in this Agreement, fail to perform this Agreement on the Closing Date, as hereinafter defined, then this Agreement shall terminate as of the Closing Date, and all Deposits made hereunder shall be retained by the Seller as partial liquidated damages for the breach of this Agreement.

In the event that Seller should, for any reason other than through the fault of Purchasers, fail to perform this Agreement on the Closing Date, as hereinafter defined, the Purchasers shall have all of the remedies provided by law.

5. Deed. The deed to be delivered by the Seller to convey the Property shall be good and sufficient Trustee's Deed conveying a good, marketable and insurable title, thereby giving to the Purchaser clear title to the Property.

6. Closing Date. The Closing Date for transfer to the Purchasers of the Property shall take place on or before ~~December 02, 2015~~ ^{January 31, 2016} (the "Closing Date") at the time designated by the closing agent. The closing of this transaction by delivery of the deed upon receipt of the Balance on or before the Closing Date shall take place by mail, or at such place in Lee County, Florida as may be designated by the closing agent.

7. Possession. Full possession of the Property shall be delivered to the Purchasers at closing.

8. Expenses. The expenses of the closing of this transaction shall be paid as follows:

- (a) Seller shall be responsible for the cost of Florida Documentary Stamps to be placed on the deed of conveyance;
- (b) Purchasers shall pay for recording of the deed of conveyance and searching the title to the Property and for the cost of title insurance (both Owner's and Lender's Policies);
- (c) Purchasers shall be responsible for all costs and expenses associated with or incident to Purchasers' mortgage financing for the property;
- (d) Each party shall be responsible for their own attorney fees;
- (e) All taxes, utilities, Association or Condominium fees, and other fees and expenses susceptible to proration shall be prorated as of the date prior to closing.