

**Residential Real Estate
Purchase And Sale Agreement**

This Purchase and Sale Agreement is entered by and between **Hemker Land Management LLC** (now known as "Seller") and HomeMAXX LLC (now known as "Buyer"). Buyer and Seller shall jointly be referred to as the "Parties."

DESCRIPTION OF THE PROPERTY. Seller shall sell Buyer the residential real property (hereinafter "Property") identified as:

a. **Street Address:** 1114 Avenue L

b. **City, State, Zip:** Anson, 79501

APN # 18611

The Property is sold in **AS-IS Condition**

The property includes all fixtures, window and floor coverings, built-in appliances, including hardware, shades, blinds, window and door screens, awnings, outdoor plants, trees, and other items now on-premises. Any personal property remaining in or on the property after the sale of the Property shall be the Buyer's Property

PURCHASE PRICE. The Seller shall convey the Property to Buyer for the net sum below. Seller acknowledges that the price may not represent fair market value for the Property. The purchased price of the property is **100,000 \$**

(One Hundred Thousand Dollars. Dollars.)

The Seller does in fact acknowledge that the price may not represent a fair market value for the property. The seller will provide and disclose the condition of property in the Sellers Real Property Disclosure. The seller is to disclose any conditions that adversely affect the property value

CLOSING COSTS AND TAXES

1. All closing costs and title fees are to be paid by the Buyer.
2. Property sewer, taxes, trash, HOA fees, or other assessments will be prorated at the close of escrow. Seller shall pay all liens recorded against the Property at the close of escrow.

DUE DILIGENCE. Buyer shall have a period of **14** business days from the date that this Agreement is fully signed to complete its due diligence. Seller shall ensure that Buyer's representatives have reasonable access to the Property during this period.

Any time before the due diligence period expires, Buyer may terminate this Agreement by written Notice of Cancellation to the Seller and Escrow Company. Escrow Company shall refund Earnest Money Deposit to the Buyer without the Seller's consent if within the Due Diligence period.

Buyer Initials:  Seller Initials: 

ESCROW. Title and Escrow Company shall be the Buyer’s Choice.

Close of escrow shall be on or before the date of **Friday, July 25, 2025**

EARNEST MONEY DEPOSIT. Within 48 hours after this Agreement has been signed by Buyer and Seller, Buyer shall partially perform by delivering an Earnest Money Deposit of **\$5,000** to escrow for the benefit of Seller contingent on the results of the due diligence listed above. The Earnest Money Deposit shall be non-refundable to Buyer unless (A) Buyer is unable to insure title to the Property, (B) Seller is unable to deliver clear title to the Buyer, (C) Seller fails to execute all documents necessary to timely close escrow on the sale of the property, or (D) Buyer issues timely Notice of Cancellation under Section IV above. (E) the results of the due diligence are not satisfactory to the Buyer.

This provision shall be construed as consent by the Seller and instruction to escrow to return the Earnest Money Deposit to the Buyer in the event of the conditions listed in the preceding paragraph.

TENANTS. If one or more tenants occupy the Property, then:

- 1. Any rental income will be prorated at the close of escrow.
- 2. Seller shall provide all leases to Buyer before the close of escrow.
- 3. Seller shall provide all security deposits, cleaning deposits, keys, or other tenant deposits to Buyer before the close of escrow.
- 4 Seller to provide and disclose any issues with tenants that are current, pending or began processing

ADDITIONAL TERMS:

N/A

- 1.Seller must be able to transfer and obtain a free and clear title as well as a marketable to include any insurance provisions that may be required
- 2. Seller acknowledged that Buyer is purchasing the property to make a profit, and buyer may or may not market the property for sale, or for lease (including on the MLS and other Market place platforms) and has authorization to do so per this agreement.
- 3. In the event of a dispute concerning the interpretation or enforcement of this Agreement, the prevailing party shall recover their reasonable attorneys’ fees and costs.
- 4. Buyer may assign its rights and interest under this Agreement.
- 6. Neither Buyer nor Seller is represented by a licensed real estate agent; and decline to have any representation,
- 7. Seller and buyer agree to release each other from any claims, damages, or liabilities arising from this Agreement, except for those resulting from fraud.
- 8. Seller agrees to indemnify HomeMAXX LLC and hold harmless and related third parties (collectively, Indemnification Parties) from any claims, losses, damages, costs, or expenses (including reasonable attorneys’ fees)

Buyer Initials: RR Seller Initials: MR

MISCELLANEOUS

- Mh 1. I AM OF SOUND MIND: I confirm I am not under the influence of any type of illegal substance nor am I under the influence of alcohol and am fully aware and understand the purchase agreement in its entirety.
- Mh 2. AGENCY RELATIONSHIP: Neither Buyer nor Seller are represented by a licensed real estate agent; no commissions are due or payable in connection with this transaction.
- Mh 3. DISPUTE OF CONTRACT: In the event of a dispute concerning this agreement, jurisdiction and venue shall be in the **State of TEXAS.**
- Mh 4. LEGAL FEES: In the event of a dispute concerning the interpretation or enforcement of this agreement, the prevailing party shall recover their reasonable attorney's fees and costs.
- Mh 5. EXIT STRATEGY: Buyer is an investor and intends to utilize any and all the investment opportunities for the subject property at their sole discretion in order to maximize their return on investment and, in doing so, may resell or novate the property at any time, at any price, at no expense or delay to the seller.
- Mh 6. MLS: Buyer is given the ability and the right to list the property on the multiple listing service at no expense or delay to the seller as stated in "Section VIII" on page 3 (Disregard if not applicable, or not authorized).
- Mh 7. EARNEST MONEY: In the event the seller can not provide clear title, or the seller defaults, the buyer's earnest money is to be refunded back to the buyer immediately and this agreement authorized the release of funds.
- Mh 8. THIRD PARTY INTERFERENCE: Seller acknowledges that this is a legally binding contract and once executed seller CANNOT continue to seek other offers or sign another agreement with another investor or real estate agent as this contract would supersede any other agreement, if seller signs a contract with another investor or listing agreement with a Real Estate agent the seller will be responsible for any damages they have caused
- Mh 9. CONDITION & KNOWN ISSUES: Seller agrees to disclose all known material defects and major issues concerning the properties structure, roof, heating and cooling system, foundation, plumbing and electrical system.

This legal document ensures that both parties understand and agree to the process of assigning the contract to another party and outlines the responsibilities of all parties involved. Be sure to have it reviewed by legal counsel to ensure all parties understand the terms and conditions. This will be an exclusive offer to the seller and if needed an addendum will be provided and stated if any changes in this offer if all parties agree. **Seller acknowledges and agrees that Seller has read and fully understands the terms and conditions of this Contract and is entering into this Contract voluntarily. This Agreement shall go into effect upon the signatures from Buyer and Seller. Signatures below indicate acceptance of all terms contained in this Agreement.**

Seller Information:

Name & Signature: Hemker Land Management LLC Marcus Hemker

Address: 1114 Avenue L Anson TX, 79501

Contact Number: 9186 Country Rd #432 Merkel TX 79536

Email Address: marcushemker@gmail.com

Name: HomeMAXX LLC 6628 Sky Pointe Dr Ste 129-1378
Las Vegas, NV 89131 Contact Number: 725 772 9847

Authorized Signer Joseph Ruiz

Buyer Initials: R Seller Initials: Mh

AUTHORIZATION TO SIGN

I/we be that the Seller **Hemker Land Management LLC** grants HomeMAXX LLC the full authority as the Attorney-in-Fact to act, perform and execute documents necessary to sell, list or market the property online throughout the various marketplaces platforms. Seller authorizes HomeMAXX LLC and gives written consent to act as the authorized assignee to include the executing of listing services and other agreements pertaining to the property to include marketing, listing, disclosures, sales-contracts, online-marketplaces and addendums for the seller and on the behalf of the seller but specific and limited for the property

(address)

1114 Avenue L Anson TX, 79501

The authority herein shall include such incidental acts as reasonably required to carry authorities granted herein. This authorization form

shall automatically be revoked upon my death or incapacitation, provided any person relying on this power of attorney shall be given full

rights to accept and reply upon the authority of the Attorney-in-Fact until the receipt of actual notice of revocation.

ADDITIONAL TERMS

Seller: _____ Date: 05/13/2025

Street Address 1114 Avenue L

City : Anson

State Texas

Zip 79501

Signatures : *Marcus Hemker*

Authorized Signer and Representative

Joseph Ruiz

: HomeMAXX LLC 6628 Sky Pointe Dr Ste 129-1378

Las Vegas, NV 89131 Contact Number: 725 772 9847

Authorized Signer, *Joseph Ruiz*

Buyer Initials: *BR* Seller Initials: *MH*

SELLER DEFAULT

Street Address 1114 Avenue L

City Anson

State : TX

Zip 79501

APN: 18611

If Seller defaults in performance under this agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default. Seller default includes, but is not limited to: not reasonably communicating with the Buyer or third party companies, not providing reasonable access to the property or not cooperating with the closing agents.

Seller: Hemkar Land Management LLC, Authorized Signer : Marcus Hemker

Date 05/13/2025

Buyer: Joseph Ruiz

Date: 05/12/2025

: HomeMAXX LLC 6628 Sky Pointe Dr Ste 129-1378

Las Vegas, NV 89131 Contact Number: 725 772 9847

Authorized Signer, Joseph Ruiz

Buyer Initials: JR Seller Initials: MH