

FOR SALE BY OWNER – CONTRACT FOR RE-SALE

1. PARTIES: The parties to this contract are KELLEY GOLDSMITH (BUSBICE) (Seller) and SHURALE HARRISON (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

1805 MID PINES CT, ARLINGTON, TX 76012

LEGAL DESCRIPTION: LOT 18, BLOCK 4, PRESTONWOOD ESTATES WEST, A SUBDIVISION IN TARRANT COUNTY, TX ACCORDING THE MAP OR PLAT THEREOF RECORDED IN VOLUME 388-107, PAGE 6, PLAT RECORDS OF TARRANT COUNTY, TX

2. IMPROVEMENTS: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above described real property.

3. ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

4. EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: OUTSIDE REFRIDGERATOR (BY POOL)

5. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing: \$150,000.00

The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Assignment Fee Payable to: KAYLA LOWMAN \$10,000.00

C. Seller Financing \$599,000.00

EARNEST MONEY AND TERMINATION OPTION:

6. DELIVERY OF EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver to KELLEY BUSBICE at 1805 MID PINES CT, ARLINGTON, TX 76012.

FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies as applicable by law.

Buyers Initials SH Sellers Initials KB

7. ACCEPTANCE OF PROPERTY CONDITION: Property is "As Is" meaning the present condition of the Property with any and all defects and without warranty.

EXCEPTIONS TO "AS IS": Seller will provide Yard Service, Living Room Painted, AC Maintenance not to exceed \$500

8. CLOSING: The closing of the sale will be on or before SEPT 10, 2024, (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies according to the law.

9. BUYER'S POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted upon closing and funding.

10. SPECIAL PROVISIONS: Buyer is solely responsible for all utilities and maintenance including yard and pool

11. NOTARY/RECORDING FEES to be split 50/50 between buyer and seller.

12. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

13. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are: SELLER FINANCING ADDENDUM AND HOLD HARMLESS LIABILITY STATEMENT.

This is a legal and binding real estate contract.

EXECUTED the 29th day of August, 2024 (Effective Date).



Buyer

Seller

Buyers Initials  Sellers Initials 