

## PURCHASE AGREEMENT

1. **PARTIES.** The undersigned SELLER agrees to sell and convey to The Regents of the University of New Mexico (the "PURCHASER"), PURCHASER agrees to buy from SELLER the real property described in Paragraph 2.

2. **PROPERTY.** Lot and improvements located at 1800 Sigma Chi N.E. in the City of Albuquerque, New Mexico and legally described as Lot 6, Block 1 of the Sigma Chi Addition to the City of Albuquerque, New Mexico filed in the office of the County Clerk of Bernalillo County on March 29, 1937 in Plat Book D, page 12. The property shall include any and all fixtures of a permanent nature, including kitchen dishwasher, but not including refrigerator and range, and all floor coverings owned by SELLER. SELLER further agrees that at the time of closing, the aforementioned items will be in the same condition, reasonable wear and tear excepted, as of the date of this Agreement. SELLER agrees to make any repairs necessary to maintain the current condition of the property through the date of closing.

3. **CONTRACT SALES PRICE.** To be paid in cash or check at closing: One Hundred Sixty Three Thousand and No/100 Dollars (\$163,000.00).

4. **COSTS TO BE PAID AT CLOSING.** Any existing assessments and liens, except as noted herein, will be paid by SELLER at or prior to closing. PURCHASER and SELLER shall pay the following marked items:

PURCHASER	SELLER	ITEM
<u>  x  </u>	<u>      </u>	PURCHASER'S Recording Fees
<u>      </u>	<u>  x  </u>	Title Commitment (Binder)
<u>  each  </u>	<u>  each  </u>	Legal Document Preparation
<u>      </u>	<u>  x  </u>	Tax Search Fee
<u>      </u>	<u>  x  </u>	Survey
<u>      </u>	<u>  x  </u>	SELLER's Recording Fees
<u>      </u>	<u>  x  </u>	Owner's Title Insurance Policy
<u>  each  </u>	<u>  each  </u>	Title Company Closing Fees
<u>      </u>	<u>  x  </u>	Special Assessment Search Fee
<u>  None  </u>	<u>  None  </u>	Real Estate Broker Commission

5. **PRORATIONS.** Taxes, interest, water, sewer and garbage charges, if any, are to be prorated to Closing Date.

6. **TITLE EVIDENCE.** General warranty deed conveying merchantable fee simple title from SELLER to PURCHASER free and clear of all liens and encumbrances, except lien of conservancy districts and current year's real property taxes, shall be delivered at closing. A Plat of Survey, including Surveyor's Inspection Report (collectively the "survey"), and a Title Insurance Commitment (the "title binder") which excludes the general exceptions numbered 1, 2, 3, 4 and 5 on Schedule B of the title binder, and in all other respects acceptable to PURCHASER showing merchantable title in the name of SELLER, shall be provided to PURCHASER as soon as practicable after the execution of this Agreement. PURCHASER shall have a reasonable period of time for examination of title binder and survey, and shall notify SELLER in writing of any items(s) set forth in title binder and survey to which PURCHASER objects. SELLER shall notify PURCHASER in writing of SELLER'S intention either to remove such item(s) prior to closing or such other date agreed to in writing by PURCHASER, or to decline to remove same, in which case PURCHASER shall have the option to terminate this Agreement with no further obligations

whatsoever. Owners title insurance policy in PURCHASER'S name insuring title as set out above shall be delivered as soon as practicable after closing.

7. **POSSESSION.** SELLER agrees to give possession of the property to PURCHASER at closing. SELLER warrants that SELLER has not and will not enter into any leases of said property while this Agreement is in effect, without prior written approval of PURCHASER.

8. **CASUALTY PROVISIONS.** Prior to closing, risk of fire or other casualty shall be on SELLER, and in the event of loss, PURCHASER shall have the option (to be exercised within thirty (30) days after receipt of notice of loss) of canceling this Agreement or closing the sale according to this Agreement. PURCHASER shall receive SELLER's portion of the insurance proceeds, in any, in the event PURCHASER elects to close this sale.

9. **CLOSING DATE.** Closing date shall be April 11, 1997, or as soon as practicable thereafter following the approvals as required in Paragraph 12 of this Agreement. SELLER and PURCHASER agree to use their good faith best efforts to obtain all required approvals by the scheduled closing date.

10. **DEFAULT.** Time is of the essence. If any payment or any other condition hereof is not made, tendered or performed by either SELLER or PURCHASER as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party. In the event, however, the non-defaulting party elects to treat this Agreement as being in full force and effect, the non-defaulting party shall have the right to an action for specific performance and damages.

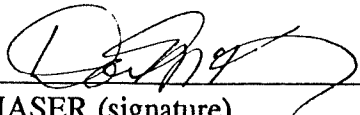
11. **EXPIRATION.** SELLER has until December 13, 1996 at 12:00 noon, MDT to accept this offer. If acceptance of SELLER has not been obtained by such date and time, this offer shall expire.

12. **APPROVALS.** This Agreement is subject to approval by the University of New Mexico Board of Regents, the New Mexico Commission on Higher Education, and the New Mexico State Board of Finance prior to closing. If any of the said boards fail to approve the purchase of the subject property, this Agreement shall be null and void, and neither party shall incur any liability with respect thereto, except that PURCHASER agrees to reimburse SELLER for SELLER's actual out-of-pocket costs for survey and title commitment expenses.

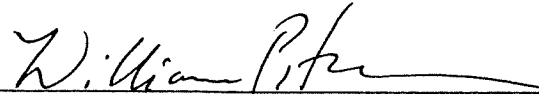
13. **SELLER'S AUTHORITY.** SELLER represents and warrants that SELLER is duly authorized to enter into this agreement and to sell the property pursuant to the terms and conditions hereof.

14. **ENTIRE AGREEMENT.** This instrument, comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns.

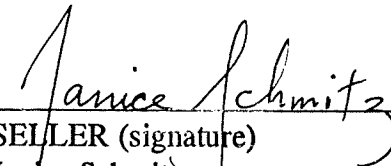
REGENTS OF THE UNIVERSITY OF NEW MEXICO

  
\_\_\_\_\_  
PURCHASER (signature)  
David L. Mc Kinney, Vice President for Business & Finance

Date: 12/2/96

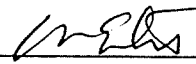
  
\_\_\_\_\_  
SELLER (signature)  
William Peterson  
11748 Mayfield Avenue #4  
Los Angeles, CA 90049

Date/Time: 11/25/96 / 2:35 pm

  
\_\_\_\_\_  
SELLER (signature)  
Janice Schmitz  
11748 Mayfield Avenue #4  
Los Angeles, CA 90049

Date/Time: 11-25-96 / 2:35 pm

Approved as to form:

By:   
\_\_\_\_\_  
Charles N. Estes,  
University Counsel

Documents concerning this transaction should be sent to:  
University of New Mexico  
c/o Director of Real Estate  
Scholes Hall, Room 233  
Albuquerque, NM 87131  
Ph: (505) 277-4620