



RESOLUTION# 2023- 19

**RESOLUTION FINDING RUBBISH, WRECKAGE OR DEBRIS UPON LOT
NUMBERED THREE-E-ONE (3-E-1) OF ECHO RIDGE SUBDIVISION BETTER
KNOWN AS 8 HARLOW LN TO BE A MENACE TO PUBLIC COMFORT,
HEALTH, PEACE OR SAFETY AND REQUIRING REMOVAL**

WHEREAS, LOT NUMBERED THREE-E-1 (3-E-1) BETTER KNOWN AS 8 HARLOW LN
BELONGING TO PHIL & COLLEN DUBOIS, JERRIT KELLER & JESSICA HANSON;
an

WHEREAS, the above described property constitutes a hazard; and

WHEREAS, the dilapidated mobile home has been abandoned, not been maintained,
windows and doors are missing or broken, metal roof is blowing off; and

WHEREAS, ruins, rubbish, wreckage, debris, and other types of solid waste (hereinafter
collectively referred to as "Debris") are strewn across the Property constituting the Site, as
shown by the photographs attached to this Resolution as (see exhibits P&Z 3, 4, &5); and

WHEREAS, the Debris threatens the public comfort, health, peace or safety in Torrance
County by creating a breeding ground for diseases, vectors and vermin, posing a fire danger,
posing a danger to human health, and depressing property values; and

WHEREAS, Torrance County has budgeted funds available in the form of clean up funds;
and

WHEREAS, Torrance County has the authority, pursuant to NMSA 1978, § 3-18-5, to require
the removal of such unhealthful Debris.

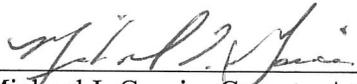
NOW, THEREFORE, BE IT RESOLVED, that the Torrance County Commission hereby:

1. FINDS LOT NUMBERED THREE-E-ONE (3-E-1) OF ECHO RIDGE SUBDIVISION BETTER KNOWN AS 8 HARLOW LN has upon it rubbish, wreckage or debris which is a menace to the public comfort, health, peace or safety; and
2. ORDERS, PHIL & COLLEN DUBOIS, JERRIT KELLER & JESSICA HANSON (see exhibit #1, 2 & 3) or other owner, occupant or agent in charge of, Lot Numbered THREE-E-ONE (3-E-1) OF ECHO RIDGE SUBDIVISION BETTER KNOWN AS 8 HARLOW LN (see exhibit #1) to remove Debris from said property; and
3. **AUTHORIZES** the Torrance County Manager to cause the removal of the Debris and to file a lien against each of the above described properties for the cost of removing the Debris, if the owner, occupant or agent in charge of a respective property fails to commence removal of the Debris on their property or fails to file a written objection to this Resolution within ten (10) days of the receipt or posting of this Resolution as specified in NMSA 1978, § 3-18-5.

DONE in Estancia, New Mexico, Torrance County this July 12th, 2023.

APPROVED AS TO FORM ONLY:

TORRANCE COUNTY COMMISSION:


 Michael I. Garcia, County Attorney


 Ryan Schwebach, Chair, District 2

ATTEST:


 Linda Jaramillo, County Clerk


 Kevin McCall, Vice Chair, District 1

DATE: 7/12/2023


 Samuel D. Schropp, Member, District 3



Property Profile Torrance County

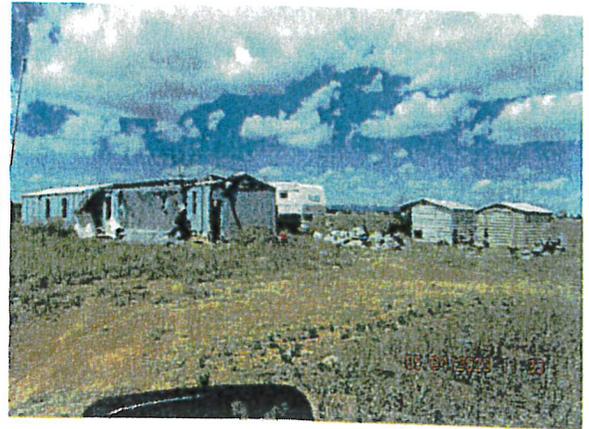
Account: R027971 Tax Year: 2024 Account Type: Residential
 Mill Levy: 23.930000 Version: 01/01/2024 Area ID: 8OUTEDGR
 Estimated Tax: \$182.78 Parcel: 1-049-050-023-373- Map Number:
 *This mill levy is from the most recent tax roll Status: Active

Name and Address Information

DUBOIS PHIL L & COLLEEN
 C/O KELLER JERRIT & HANSON JESSICA
 PO BOX 3767
 MORIARTY, NM 87035

Property Location

8 HARLOW LN



Legal Description

Subd: ECHO RIDGE Lot: 3-E-1 S: 30 T: 9N R: 9E M003369

XI

Assessment Information

2024	Actual	Assessed	Sq Ft	Acres	Taxable
Land	21,992	7,331	54450.000	1.250	
Improvements					
Exempt		0			
Total	21,992	7,331		1.250	7,331
2023	Actual	Assessed	Sq Ft	Acres	Taxable
Land	21,992	7,331	54450.000	1.250	
Improvements					
Exempt					
Total	21,992	7,331			7,331

User Remarks



X2



SPECIAL WARRANTY DEED (Joint Tenants)

Elwood L. Gwaltney and Felia Gwaltney, husband and wife, for consideration paid, grant to Phil L. Dubois and Colleen Dubois, husband and wife as joint tenants whose address is 6105 Casa Feliz NE, Albuquerque, New Mexico 87111, the following described real estate in Torrance County, New Mexico with special warranty covenants:

Lot designated "Three-E-One" (3-E-1), being a portion of Lot designated "Three-E" (3-E), of ECHO RIDGE SUBDIVISION, as the same is shown and designated on that certain Plat entitled "Land Division of Lands of Lot-3-E, Echo Ridge Subdivision", prepared by Timothy Ray Oden, N.M.P.S. #3667, dated May 31, 1995, filed for record on June 19, 1995 at 11:35 o'clock, A.M., as document number 10987, and filed in Cabinet C, Slide 171, Plat Records of Torrance County, New Mexico;

Together with a 1985 Fleetwood Mobile Home bearing Vehicle Identification Number _____ situated on said property.

Subject to reservations, restrictions, easements of record, taxes for the year 2006 and years thereafter, and all other matters of record;

Subject to: That certain Real Estate Contract by and between Elwood L. Gwaltney and Felia Gwaltney, husband and wife as Sellers and Jerrit Keller, an unmarried man and Jessica Hanson, a single woman, as Buyers, dated July 13, 2005 and filed for record July 25, 2005 in Book 306, Page 02597 as Document Number 2052895, Torrance County, New Mexico;

WITNESS our hands and seals this 28th day of November, 2005.

Elwood L. Gwaltney
Elwood L. Gwaltney

Felia Gwaltney
Felia Gwaltney

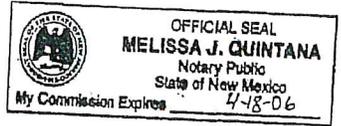
ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO } ss.
COUNTY OF Bernalillo

This instrument was acknowledged before me this 28th day of November, 2005 by Elwood L. Gwaltney and Felia Gwaltney.

My commission expires: (Seal)

Melissa J. Quintana
Notary Public



State of New Mexico County of Torrance
I, hereby certify that this instrument was filed for record on 11/29/2005 A.D. at 12:46 PM and duly recorded as instrument # 2054827 in book 307 at page 02955 in the records of Torrance County. 1+ pages. Witness my hand and Seal of Office, Linda Kayser, County Clerk, Torrance County, N.M.
Deputy Clerk [Signature]

"A Certified copy:
pg 1 of 1
by [Signature]
Torrance County, NM

ATTEST
CERTIFIED AS A TRUE
AND CORRECT COPY
ON FILE IN THIS OFFICE
Cindy Jaramillo
COUNTY CLERK
BY [Signature]
DEPUTY CLERK
MAY 8 2003
DATA

RELA

Seller [Signature] / Buyer [Signature]



State of New Mexico County of Torrance
I, hereby certify that this instrument was filed hereon on 07/25/2005 A.M. at
10:47 AM and duly recorded as instrument # 2052895 in book 306 at page
02597 in the records of Torrance County. It is 4 pages. Witness my hand and
Seal of Office: Linda Torres, County Clerk, Torrance County, N.M.
Deputy Clerk: [Signature]

Real Estate Contract

Property Address:

THIS CONTRACT is made on the 13th day of July, 2005 (the "Effective date"), by Elwood L. Gwaltney and Felia Gwaltney, husband and wife, whose address is PO Box 545, Moriarty, New Mexico 87035 (the "Seller"), and Jerrit Keller, an unmarried man and Jessica Hanson, a single woman, whose address is PO Box 3767, Moriarty, New Mexico 87035 (the "Buyer"), who are purchasing as JOINT TENANTS.

Seller and Buyer agree:

1. **SALE:** Seller sells to Buyer the following described real estate (the "Property"), in the County of Torrance and State of New Mexico:

Lot designated "Three-E-One" (3-E-1), being a portion of Lot designated "Three-E" (3-E), of ECHO RIDGE SUBDIVISION, as the same is shown and designated on that certain Plat entitled "Land Division of Lands of Lot-3-E, Echo Ridge Subdivision", prepared by Timothy Ray Oden, N.M.P.S. #8667, dated May 31, 1995, filed for record on June 19, 1995 at 11:35 o'clock, A.M., as document number 10987, and filed in Cabinet C, Slide 171, Plat Records of Torrance County, New Mexico;

Together with a 1985 Fleetwood Mobile Home bearing Vehicle Identification Number TXFL1AFZ7860450 situated on said property.

Subject to reservations, restrictions, easements of record, taxes for the year 2005 and years thereafter and all other matters of record.

2. **PRICE AND PAYMENT:**

A. **BUYER WILL PAY:**

CONTRACT SALES PRICE:

(Total of Down Payment, Assumed Prior Obligations and Balance Due Seller)

(FIFTY ONE THOUSAND AND NO/100 DOLLARS)	\$51,000.00
(1) DOWN PAYMENT	
(ONE THOUSAND AND NO/100 DOLLARS)	\$1,000.00
(2) BALANCE DUE SELLER (including wrapped Prior Obligations)	
(FIFTY THOUSAND AND NO/100 DOLLARS)	\$50,000.00

PAYABLE AS FOLLOWS:

In monthly installments of \$400.00 each, or more, at Buyer's option, including interest from date hereof on the unpaid principal balance at the rate of 8.00% per annum, commencing July 20, 2005 and on or before the 20th day of each successive month thereafter until paid in full.

This form does not contain disclosures required by Federal Reserve Regulation Z and Consumer Act "Truth in Lending." Use this form only in conjunction with another instrument incorporating the required disclosures or for transactions exempt from the ACT.

"A Certified copy:
pg 1 of 5
Torrance County, NM
by me"

ATTEST:
CERTIFIED AS A TRUE
AND CORRECT COPY
ON FILE IN THIS OFFICE
Linda Jaramillo
COUNTY CLERK
BY Jessica Hanson
DEPUTY CLERK
May 8 2005
DATE

Seller: [Signature] / Buyer: [Signature]

B. INTEREST ON BALANCE DUE SELLER. Except as specifically stated to the contrary in Paragraph 2A, the Balance Due Seller will bear interest at the rate of Eight percentum (8.00%) per year from the effective date, and the payments will be paid to Escrow Agent (named below) and continue until the entire Balance Due Seller plus any accrued interest due to Seller is fully paid.

C. LATE CHARGES AND COLLECTION COSTS. A late charge of \$10.00 will be due and payable by Buyer on any payment that is fifteen (15) days or more overdue. Any Late charge will be paid to Seller as additional interest. Unless otherwise instructed by Seller in writing, Escrow Agent may accept a regular payment without the late charge, which shall be due upon demand.

D. APPLICATION OF PAYMENTS ON BALANCE DUE SELLER.

(1) Initial only one of the following two paragraphs.

Initials

PERIODIC INTEREST. Payments received by Escrow Agent, excepting prepayments, will be applied to regularly scheduled installments in the order in which payments are due and will be credited as though the payments had been made on their respective due dates, first to interest and then to the Balance Due Seller.

Initials
[Handwritten initials]

DAILY INTEREST. Payments will be applied as of the date of receipt by Escrow Agent first to accrued interest then to the Balance Due Seller.

(2) All payments will be assumed to be regular payments, and not prepayments, unless otherwise specified by Buyer in writing at the time of delivering such payments to Escrow Agent. Buyer may prepay all or any part of the Balance Due Seller, without penalty. Any prepayment will be credited first to accrued interest, then to the Balance Due Seller, and then to Prior Obligations assumed by Buyer. Notwithstanding any prepayments, Buyer will make the next regularly scheduled payments.

3. PRIOR OBLIGATIONS.

A. Each of the following Prior Obligations is currently outstanding on the Property:

Lien or Obligation/Holder	Loan Number	Recording Data
None		

B. IF ANY PRIOR OBLIGATIONS ARE CURRENTLY OUTSTANDING ON THE PROPERTY, THE FOLLOWING PARAGRAPH WILL APPLY. Seller and Buyer appoint Escrow Agent as their Attorney-in-Fact for the limited purpose of obtaining account information as needed from the holders of the Prior Obligations.

This space is intentionally left blank.

4. BUYER TO MAINTAIN PROPERTY, PAY INSURANCE, TAXES AND PAVING LIENS; AND SELLER'S RIGHTS.

A. MAINTENANCE. Buyer will maintain the Property in as good condition as on the Effective Date, excepting normal wear and tear and casualty losses insured pursuant to this contract.

B. INSURANCE. Buyer will keep the insurable improvements upon the Property insured against the hazards covered by fire and extended and comprehensive public liability insurance, with an insurance company satisfactory to Seller. Buyer will furnish a copy of the insurance policy to Seller annually before expiration of existing insurance stating that coverage will not be cancelled or diminished without a minimum of 15 days prior written notice to Seller. Coverages shall be in the amounts of:

- (1) fire and extended coverage: not less than the greater of the replacement cost of the improvements or the Balance Due Seller, for the benefit of Buyer and Seller as their interests may appear; and
- (2) comprehensive liability: not less than \$ _____, with Seller as additional named insured.

"A Certified copy:
PG 2 of 5
Torrance County, NEB
by *[Signature]*"

Seller *[Signature]* Buyer *[Signature]*

C. TAXES. The property taxes for the current year have been divided and prorated between Seller and Buyer as of the effective date, and Buyer is responsible for and will pay the taxes and assessments of every kind against the Property. Buyer will have the property assessed for taxation in Buyer's name. Unless taxes are paid through an escrow account, Buyer will send copies of paid tax receipts to Seller within 30 days after taxes are due and payable.

D. PAVING, UTILITY AND OTHER IMPROVEMENT LIENS AND CHARGES. Subject to proration, Buyer assumes any paving utility or other improvement liens or charges now assessed against the Property and will pay all installments of principal and interest thereon that become due after the Effective Date.

E. SELLER'S RIGHTS. If Buyer fails to pay any amounts required to be paid by Paragraphs 4B, C and D before the amounts become delinquent, Seller may pay the amounts (but is not obligated to do so) for protection of the Property and Seller's interest in the Property. Payment of the amounts will not be deemed a waiver of the Buyer's default for failure to pay the amounts, and the amounts that have been paid will be immediately due and payable to Seller, and will bear interest until paid at the highest Interest Rate provided in Paragraph 2B.

5. BUYER'S RIGHT TO POSSESSION.

Buyer will be entitled to take and retain possession of the Property unless and until Buyer's rights in the Property are terminated by Seller as provided in Paragraph 8.

6. BUYER'S RIGHT TO SELL, ASSIGN, CONVEY, OR ENCUMBER.

A sale, assignment, conveyance or encumbrance of all or any portion of Buyer's interest in this Contract or the Property to any person or entity (an Assignee) constitutes a Transfer under this Contract.

A. SALE WITHOUT CONSENT OF SELLER. A Transfer to an Assignee will not require the consent of Seller. Buyer will not, however, be released from Buyer's obligations under this Contract by any Transfer under this Paragraph. Buyer will deliver a copy of the written evidence of the transfer (the "Transfer Document") to Escrow Agent.

B. NO SALE WITHOUT CONSENT OF SELLER.

CAUTION: THE FOLLOWING PARAGRAPH SEVERELY RESTRICTS THE RIGHT OF BUYER TO TRANSFER THIS CONTRACT AND THE PROPERTY.

To invoke this Paragraph, initial where indicated. If this Paragraph is Initialed, paragraph 6A does not apply.

Initials

A transfer without payment of the Balance Due Seller will require obtaining the prior written consent of Seller, which Seller will not unreasonably withhold. A Transfer without payment of the Balance Due Seller, and without the prior written consent of Seller, will be an event of default for which Seller will have the right to send a Default Notice pursuant to paragraph 8 and to demand payment of the Balance Due Seller.

Caution: If the Property is subject to any prior mortgages, deeds of trust or real estate contracts, their provisions should be examined carefully for any conflict with Paragraph 6.

7. TITLE INSURANCE OR ABSTRACT.

Seller is delivering a Contract Buyer's Title Insurance Policy to Buyer or Abstract of Title to Escrow Agent at the time this Contract is escrowed, showing insurable or marketable title to the Property as of the Effective Date, subject to the Permitted Exceptions, and Seller is not obligated to provide other evidence of title.

8. SELLER'S RIGHTS IF BUYER DEFAULTS.

A. DEFAULT NOTICE. Time is of the essence in this Contract. If Buyer fails to pay or perform any obligation of Buyer under this Contract, the failure will constitute a default and Seller may give notice of default to Buyer specifying the default and the curative action required (the "Default Notice"), at Buyers mailing address as follows: PO Box 3767, Moriarty, New Mexico 87035, or at such other address that Buyer may designate by a written signed statement delivered to Escrow Agent. If Escrow Agent or Seller's attorney sends a Default Notice, Buyer will pay within the time allowed the additional sum of \$100.00, plus gross receipts tax and postage, for the Demand Notice fees and costs in connection with sending of the Default Notice.

B. MANNER OF GIVING DEFAULT NOTICE. Default Notice will be given by certified mail, return receipt requested, addressed to Buyer at the address for Buyer provided in Paragraph 8A, with a copy to Escrow Agent. Default Notice given as provided in Paragraph 8A is sufficient for all purposes, whether or not the Default Notice is actually received.

C. BUYER'S FAILURE TO CURE DEFAULT RESULTS IN TERMINATION OF BUYER'S EQUITABLE RIGHTS IN THE PROPERTY OR ACCELERATION OF BALANCE DUE SELLER.

(1) If Buyer fails or neglects to cure any default within thirty (30) days after the date Seller's Default Notice is mailed, then Seller may, at Seller's option, either

(a) declare the Balance Due Seller to be then due and proceed to enforce payment of the Balance Due Seller, plus any accrued interest, reasonable attorney's fees, postage and costs; or

(b) terminate Buyer's rights in the Property and retain all sums paid as liquidated damages to that date for the use of the property, and all rights of Buyer in the Property will end. If the final day for curing the default falls on a non-business day of Escrow Agent, then the period for curing the default shall extend to the close of business on the next business day of the Escrow Agent. If the Contract is terminated by Seller, Buyer will forfeit all payments made pursuant to this Contract. Buyer waives any claim to the payments if a default occurs and Seller elects to terminate Buyer's rights in the Property. If Buyer's rights in the Property are terminated, Buyer waives any and all rights and claims for reimbursement for improvements Buyer may have made to the Property.

(2) Acceptance by Escrow Agent of any payment tendered shall not be deemed a waiver by Seller of Buyer's default or extension of the time for cure of any default under this Contract.

"A Certified copy:
PS 5 c. 5
Torrance County, NM
by *me*"

D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION. A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording data of this Contract, stating the date that Default Notice was given, stating that the specified default has not been cured within the time allowed and that the Seller has elected to terminate Buyer's rights in the Property, and delivered to Escrow Agent, will be conclusive proof of the uncured default and election of termination of Buyer's rights in the Property.

E. BUYER BECOMES TENANT. Upon termination of Buyer's rights in the Property, Buyer has no continuing right to possession. If Buyer remains in possession of the Property after Buyer's rights in the Property have been terminated, Buyer will then become a tenant at will, for a rental amount equivalent to the regularly scheduled installment payment due and payable under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon thirty (30) days separate prior written notice. Seller's acceptance of such rental payment will not be deemed a waiver of any of Seller's rights, nor will it constitute any manner of estoppel against Seller.

F. LEGAL RIGHT TO EVICT BUYER. A forcible entry and detainer action, in addition to any other appropriate legal remedies, may be used by the Seller if necessary to obtain possession of the Property following termination of Buyer's rights in the property and to terminate Buyer's continued possession.

G. NOTICE TO ASSIGNEES. In addition to sending a Default Notice to Buyer, Seller will send all Default Notices to all Assignees who have given written notice of their name, address, and interest in the Property and who have provided a copy of the Transfer Document to Escrow Agent.

H. RIGHTS AND OBLIGATIONS SURVIVING TERMINATION. Upon termination of Buyer's rights in the Property, Buyer will provided an accounting to Seller of any rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Buyer's rights to the Property, Buyer will be liable to Seller for any waste to the Property as well as for any unpaid taxes or utilities liens which survive the termination of Buyer's rights, prepaid rent, and rental deposits.

9. BINDING EFFECT.

This Contract will bind and benefit the heirs, devisees, personal representatives, successors and assigns of Seller and Buyer.

10. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT.

A. ESCROW AGENT. Seller and Buyer appoint as Escrow Agent:

**Security Escrow Corporation
1721 Girard NE
Albuquerque, NM 87106**

B. ESCROW DOCUMENTS. The following papers (the "Escrowed Documents") are placed in escrow:

- (1) Signed copy of this Contract.
- (2) Original Warranty Deed signed by Seller.
- (3) Original Special Warranty Deed signed by Buyer.
- (4) Original Bill of Sale signed by Seller.

C. PRIOR OBLIGATIONS. Add the following information, if applicable:

- (1) Name and address of mortgagees/escrow agents/servicing agents: *N/A*

Account or Loan No.

- (2) Name and address of mortgagees/escrow agents/servicing agents: *N/A*

Account or Loan No.

D. FEES.

(1) The Escrow Agent will be paid as follows: **The Buyers and Sellers agree to equally divide all fees charged by the Escrow Agent for the servicing of this Real Estate Contract.**

If all or any part of the fees are paid by Buyer, that amount will be in addition to the amounts due from Buyer as Provided in Paragraph 2.

(2) Escrow Agent will accept all amounts paid in accordance with this Contract and remit the amounts received (less applicable escrow fees) as follows: **To Sellers as they may direct.**

E. ACCEPTANCE OF PAYMENTS. All payments shall be deemed provisionally accepted when tendered, subject to determination by the Escrow Agent of the correct amount and its timeliness of payment. After each Default notice is mailed to Buyer and any Assignee, pursuant to Paragraph 8, and a copy is furnished to Escrow Agent, Escrow Agent will not accept less than the full amount of the sum stated as due in the Default Notice.

F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS. Upon full payment of the Balance Due Seller and full performance under this Contract by Buyer, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Buyer.

"A Certified copy:
PG 4 of 5
Torrance County, NM
by ME"

G. **DEFAULT BY BUYER.** If the Seller or Seller's agent delivers a Default Affidavit to Escrow Agent, then the Escrow Agent will release and deliver the Escrowed Documents to the Seller. The Escrow Agent shall be entitled to rely on such Default Affidavit as conclusive proof of termination.

H. **CHANGES IN ESCROW FEES.** Escrow Agent may charge its standard fees current as of the date the service is rendered, but all changes will become effective only after sixty (60) days written notice to the party or parties paying the fee of the Escrow Agent.

I. **INDEMNIFICATION.** Seller and Purchaser and any Assignee will each indemnify and save harmless the Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any interpleader or declaratory judgment action brought by Escrow Agent, but not for the failure of Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.

J. **RESIGNATION BY ESCROW AGENT.** The Escrow Agent shall have the right to resign as Escrow Agent under this Contract by giving the Parties sixty (60) days written notice of intent to resign. The Parties shall thereupon mutually select a successor Escrow Agent and give written notice to the Escrow Agent of such selection. If the Parties fail, for any reason, to mutually select a successor Escrow Agent and give Escrow Agent written notice of such selection within sixty (60) days after mailing by the Escrow Agent of notice of intent to resign as aforesaid, then the Escrow Agent may select the successor Escrow Agent. Delivery by the Escrow Agent to the successor Escrow Agent of all documents and funds, after deducting therefrom its charges and expenses, shall relieve the Escrow Agent of all liability and responsibility for acts occurring after the date of the assignment in connection with this Contract.

11. **SEVERABILITY CLAUSE.** The invalidity or unenforceability of any provision of this Contract will not affect the validity or enforceability of the remainder of this Contract.

12. **ATTORNEY FEES.** If either party uses the services of an attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

CAUTION: PLEASE READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT, YOU SHOULD CONSULT YOUR ATTORNEY.

SELLER

Elwood L. Gwaltney
Elwood L. Gwaltney

Felia Gwaltney
Felia Gwaltney

BUYER

Jerrit Keller
Jerrit Keller

Jessica Hanson
Jessica Hanson

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Torrance

} ss.

This instrument was acknowledged before me this 13th day of July, 2005, by Jerrit Keller and Jessica Hanson.

My commission expires: 03-08
(Seal)

[Signature]
Notary Public

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Torrance

} ss.

This instrument was acknowledged before me this 13th day of July, 2005, by Elwood L. Gwaltney and Felia Gwaltney.

My commission expires: 03-08
(Seal)

[Signature]
Notary Public

"A Certified copy:
PG 5 of 5
Torrance County, NM
by [Signature]"

ASSIGNMENT OF FRACTIONAL INTEREST AGREEMENT

Dated: November 23, 2005

PARTIES:

Seller: Elwood L. Gwaltney and Felia Gwaltney, husband and wife
Address: PO Box 545, Moriarty, New Mexico 87035

Buyer: Phil L. Dubois and Colleen Dubois, husband and wife
Address: 6105 Casa Feliz NE, Albuquerque, New Mexico 87111

1. DESCRIPTION:

Seller is the owner and holder of the secured obligation described as follows:

- a. Security: Real Estate Contract
- b. Dated: July 13, 2005 Lien Position: First
- c. Recording No. 2052895 Book: 306 Page: 02597

County: Torrance State: New Mexico

2. DEFINITIONS:

As used herein, these terms have the following meanings:

- (A) **ADDITIONAL EXPENSES:** Any and all of the expenses incurred by Buyer in connection with this Assignment, including without limitation, advances on superior liens and encumbrances, costs, disbursements, title and appraisal fees, attorney fees, taxes, insurance premiums, repairs, maintenance expenses, and real estate commissions together with interest thereon at the rate as specified in the Security Instrument from the date said expense was incurred.
- (B) **MAKER or PAYOR:** The person(s) originally obligated to pay the Note and Security Instrument or the buyer under a Real Estate Contract, together with any and all persons paying, assuming and/or guaranteeing that obligation with the exception of the Seller as named herein.
- (C) **PAYEE:** The person(s) originally entitled to receive payments under the Note and Security Instrument or the original Seller under a Real Estate Contract, together with any and all successors and assigns thereof.
- (D) **SECURITY INSTRUMENT:** The Promissory Note and Trust Deed, Promissory Note and Mortgage, Real Estate Contract or other evidence of indebtedness described above, together with all instruments, agreements and document which secure such indebtedness.
- (E) **DEFAULT:** Failure of the Maker/Payor to perform pursuant to the terms and conditions of the Security Instrument.
- (F) **AMOUNT PURCHASED:** The right to receive the net sum of \$19,727.00 together with interest thereon at the rate set forth in the Security Instrument described above.
- (G) **NET SUM (NET PROCEEDS):** The amount(s) received by Buyer and retained by Buyer.

3. ASSIGNMENTS:

In consideration of the amount of \$15,000.00 paid by Buyer, Seller does hereby assign, transfer, deliver and convey to the Buyer the following:

- (A) The net sum as specified in 2(F) plus any additional expenses as specified in paragraph 2(A) incurred by Buyer subsequent to the execution of this Agreement; and
- (B) All of Seller's right, title and interest in and to the above described Security Instrument together with all of Seller's rights, claims and causes of action which Seller has or may have against the Maker and/or Payor of the Security Instrument and all of Seller's right, title, and interest in and to the real property which is described in the Security Instrument to be reassigned as provided for herein.

Seller's shall deliver to Buyer any and all promissory notes which are subject to this agreement and endorse the same without recourse to the order of Buyer. Sellers shall execute any and all documents requested of Seller by Buyer to evidence this agreement including, but not limited to, a recordable short form of the assignment of the Security Instrument.

RELA

Seller [Signature] Buyer [Signature]



State of New Mexico County of Torrance
I, hereby certify that this instrument was filed for record on 11/29/2005 A.D. at
12: 43 PM and duly recorded as instrument # 2054826 in book 307 at page
02952 in the records of Torrance County. 1+ 2 pages. Witness my hand and
seal of office. Linda Kayser, County Clerk, Torrance County, NM.
Deputy Clerk [Signature]

ATTEST:
CERTIFIED AS A TRUE
AND CORRECT COPY
ON FILE IN THIS OFFICE
BY [Signature]
COUNTY CLERK
DEPUTY CLERK
DATE 6/22/2023

"A Certified copy:
pg 1 of 3
Torrance County, NM
by [Signature]"

4. DISBURSEMENT OF PROCEEDS:

Only after the Buyer has received the amount purchased and any other additional expenses which buyer is entitled to receive together with any additional funds to which Buyer may be entitled to receive pursuant to paragraph 8 shall Seller be entitle to receive the remaining proceeds, if any, due the Payee pursuant to the Security Instrument.

5. PREPAYMENT:

In the event of a total prepayment of the Security Instrument, Buyer shall be entitled to receive the amount purchased and any and all additional expenses to which Buyer is entitled to receive pursuant to this agreement. The remainder, if any shall be paid to the Seller. Payment amounts to be used for computation shall be the net sum received by Buyer.

6. PARTIAL PREPAYMENTS:

Escrow agent/Buyer shall accept any partial prepayments and shall deliver such partial prepayments to Buyer, who shall apply them to Buyer's right to payment as specified in paragraphs 2(A) and 2(F).

7. NO DEFAULT: SELLER'S OPTION TO REPURCHASE:

Should Maker/Payor not be in default the Seller may purchase Buyer's interest in the Security Instrument by paying the amount due Buyer pursuant to paragraph 2(F) together with all other additional expenses to which Buyer is entitled to receive pursuant to the terms of this agreement.

8. DEFAULT: SELLER'S OPTION TO REPURCHASE:

(A) In the event of a default by Maker/Payor under the terms of the Security Instrument continuing for a period of thirty (30) days after written notice as required by the Security Instrument, Seller, upon written notice of such default, shall have the opportunity to protect his residual interest in the Security Instrument by purchasing Buyer's interest in the Security Instrument within fifteen (15) days by paying Buyer the amount due Buyer pursuant to paragraph 2(F), together with any and all other additional expenses for which Buyer is entitled to be reimbursed. If the Seller fails to exercise his option to purchase Buyer's interest in the Security Instrument within said fifteen (15) day period, the Buyer may make and enforce his election of remedies as provided in the Security Instrument.

(B) **OPTION TO REPURCHASE AFTER TERMINATION:** If the Buyer elects to terminate the Security Instrument, or otherwise obtains title to the property described in the Security Instrument Buyer agrees to give Seller written notice by certified mail that the Security Instrument has been terminated. Seller shall have the option to purchase the property from Buyer within sixty (60) days after mailing of said notice by paying to Buyer the amount due Buyer pursuant to paragraphs 2(F) and 2(A) plus 10% of said amount.

WARNING: IF SELLER FAILS TO EXERCISE SELLER'S OPTION TO PURCHASE THE PROPERTY WITHIN SIXTY (60) DAYS AFTER MAILING OF THE NOTICE THAT THE SECURITY INSTRUMENT HAS BEEN TERMINATED SUCH FAILURE SHALL TERMINATE ANY AND ALL OF SELLER'S RIGHTS TO ANY MONEY AND/OR SETTLEMENT WHATSOEVER RELATING TO THE ORIGINAL SECURITY INSTRUMENT, THIS AGREEMENT, THE REPOSSESSION OF THE PROPERTY, A SUBSEQUENT RESALE OF THE PROPERTY BY BUYER AND ANY NEW SECURITY INSTRUMENT WHICH MIGHT SUBSEQUENTLY BE HELD BY BUYER IN CONJUNCTION WITH RESALE OF THE REAL PROPERTY.

(C) **EXCLUSIVE REMEDIES OF SELLER:** Seller acknowledges that the remedies provided for in paragraphs 8(A) and 8(B) are the exclusive remedies available to Seller in the event of a default by the Maker or Payor on the Security Instrument.

9. TERMINATION OF ASSIGNMENT:

This assignment shall terminate at such time as Buyer has received the amounts due Buyer pursuant to paragraph 2(F), together with all other additional expenses for which Buyer is entitled to receive pursuant to paragraph 2(A). Upon such termination, Buyer shall reassign to Seller all Buyer's then remaining right, title and interest in the Security Instrument and shall execute such documents and instruments as may be necessary to effect such reassignment and terminate Buyer's interest as a matter of record. Upon reassignment any and all liability of the Buyer in regard to the Security Instrument or in regard to obligations, if any, owed the Seller shall cease.

10. ASSIGNMENT OF INSURANCE:

(A) Seller assigns to Buyer all Seller's rights to proceeds of any casualty loss payment or settlement in regard to the Security Instrument.

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pg 2 of 3
Torrance County, NM
by [Signature]"

(B) Said proceeds shall be allocated first to repairs or replacement of the insured property; secondly to satisfy the balance due Buyer, and the remainder, if any to the Seller in accordance with the Security Instrument.

11. MERGER:

This Agreement between the parties hereto with relation to the transaction contemplated hereby embody the entire Agreement between the parties and there have been no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard to this transaction other than those set forth herein.

12. NOTICES:

All notices which may be required under this Agreement shall be delivered personally, or mailed by certified mail, return receipt requested, to the last address given, in writing, by one party to the other, and shall be deemed given when so deposited in the United States mail, postage paid.

13. MISCELLANEOUS:

(A) This Agreement shall inure to the benefit of and be binding upon the heirs, successors, representatives and assigns of the parties hereto.

(B) This Agreement shall not be modified except in writing signed by all of the parties hereto.

(C) In the event any term or provision of this Agreement is found to be unenforceable or unlawful for any reason, the remainder shall be carried into effect as though the unenforceable portion was stricken herefrom.

(D) This Agreement shall be deemed to be made and performed in the State of New Mexico and shall be governed by and construed in accordance with the laws of that State.

14. PAYOFF:

The undersigned Buyer understands that this is a partial purchase of the Security Instrument. The purchaser is buying the next **approximate 60** payments of this Security Instrument. Upon payment in full of the Security Instrument, the Escrow Agent will payoff the fractional assignment, then remit any remaining proceeds to Larry E. Prawitz.

IN WITNESS THEREOF, this agreement has been executed effective the day and year first above written.

SELLER

BUYER

Elwood L. Gwaltney
Elwood L. Gwaltney

Phil L. DuBois
Phil L. DuBois

Felia Gwaltney
Felia Gwaltney

Colleen M. DuBois
Colleen M. DuBois, by Phil L. Dubois, as her Attorney in Fact

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Bernalillo

} ss.

This instrument was acknowledged before me this 28th day of November, 2005 by Phil L. Dubois, individually and as Attorney in Fact for Colleen M. Dubois

My Commission Expires 4-18-06
OFFICIAL SEAL
MELISSA J. QUINTANA
Notary Public
State of New Mexico

Melissa J. Quintana
Notary Public

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Bernalillo

} ss.

This instrument was acknowledged before me this 28th day of November, 2005 by Elwood L. Gwaltney and Felia Gwaltney.

My Commission Expires 4-18-06
OFFICIAL SEAL
MELISSA J. QUINTANA
Notary Public
State of New Mexico

Melissa J. Quintana
Notary Public

RELA

Seller EGJH / Buyer PD

"A Certified copy:
pg 3 of 3
Torrance County, NM
by [Signature]"

ASSIGNMENT OF FRACTIONAL INTEREST AGREEMENT

Dated: November 23, 2005

PARTIES:

Seller: Elwood L. Gwaltney and Felia Gwaltney, husband and wife
Address: PO Box 545, Moriarty, New Mexico 87035

Buyer: Phil L. Dubois and Colleen Dubois, husband and wife
Address: 6105 Casa Feliz NE, Albuquerque, New Mexico 87111

1. DESCRIPTION:

Seller is the owner and holder of the secured obligation described as follows:

- a. Security: Real Estate Contract
b. Dated: July 13, 2005 Lien Position: First
c. Recording No. 2052895 Book: 306 Page: 02597

County: Torrance State: New Mexico



2. DEFINITIONS:

As used herein, these terms have the following meanings:

(A) ADDITIONAL EXPENSES: Any and all of the expenses incurred by Buyer in connection with this Assignment, including without limitation, advances on superior liens and encumbrances, costs, disbursements, title and appraisal fees, attorney fees, taxes, insurance premiums, repairs, maintenance expenses, and real estate commissions together with interest thereon at the rate as specified in the Security Instrument from the date said expense was incurred.

(B) MAKER or PAYOR: The person(s) originally obligated to pay the Note and Security Instrument or the buyer under a Real Estate Contract, together with any and all persons paying, assuming and/or guaranteeing that obligation with the exception of the Seller as named herein.

(C) PAYEE: The person(s) originally entitled to receive payments under the Note and Security Instrument or the original Seller under a Real Estate Contract, together with any and all successors and assigns thereof.

(D) SECURITY INSTRUMENT: The Promissory Note and Trust Deed, Promissory Note and Mortgage, Real Estate Contract or other evidence of indebtedness described above, together with all instruments, agreements and document which secure such indebtedness.

(E) DEFAULT: Failure of the Maker/Payor to perform pursuant to the terms and conditions of the Security Instrument.

(F) AMOUNT PURCHASED: The right to receive the net sum of \$19,727.00 together with interest thereon at the rate set forth in the Security Instrument described above.

(G) NET SUM (NET PROCEEDS): The amount(s) received by Buyer and retained by Buyer.

3. ASSIGNMENTS:

In consideration of the amount of \$15,000.00 paid by Buyer, Seller does hereby assign, transfer, deliver and convey to the Buyer the following:

(A) The net sum as specified in 2(F) plus any additional expenses as specified in paragraph 2(A) incurred by Buyer subsequent to the execution of this Agreement; and

(B) All of Seller's right, title and interest in and to the above described Security Instrument together with all of Seller's rights, claims and causes of action which Seller has or may have against the Maker and/or Payor of the Security Instrument and all of Seller's right, title, and interest in and to the real property which is described in the Security Instrument to be reassigned as provided for herein.

Seller's shall deliver to Buyer any and all promissory notes which are subject to this agreement and endorse the same without recourse to the order of Buyer. Sellers shall execute any and all documents requested of Seller by Buyer to evidence this agreement including, but not limited to, a recordable short form of the assignment of the Security Instrument.

RELA

Seller [Signature] Buyer [Signature]

"A Certified copy:
pg 1 of 3
Torrance County, NM
by [Signature]"

State of New Mexico County of Torrance
I, hereby certify that this instrument was filed for record on 11/29/2005 A.M. at
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02952 in the records of Torrance County. 1+ 2 pages. Witness my hand and
Seal of Office, Linda Kayser, County Clerk, Torrance County, NM,
Deputy Clerk [Signature]

ATTEST:
CERTIFIED AS A TRUE
AND CORRECT COPY
TO FILE IN THIS OFFICE
[Signature]
COUNTY CLERK
BY [Signature]
DEPUTY CLERK
DATE 6/13/2003

4. DISBURSEMENT OF PROCEEDS:

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(A) Seller assigns to Buyer all Seller's rights to proceeds of any casualty loss payment or settlement in regard to the Security Instrument.

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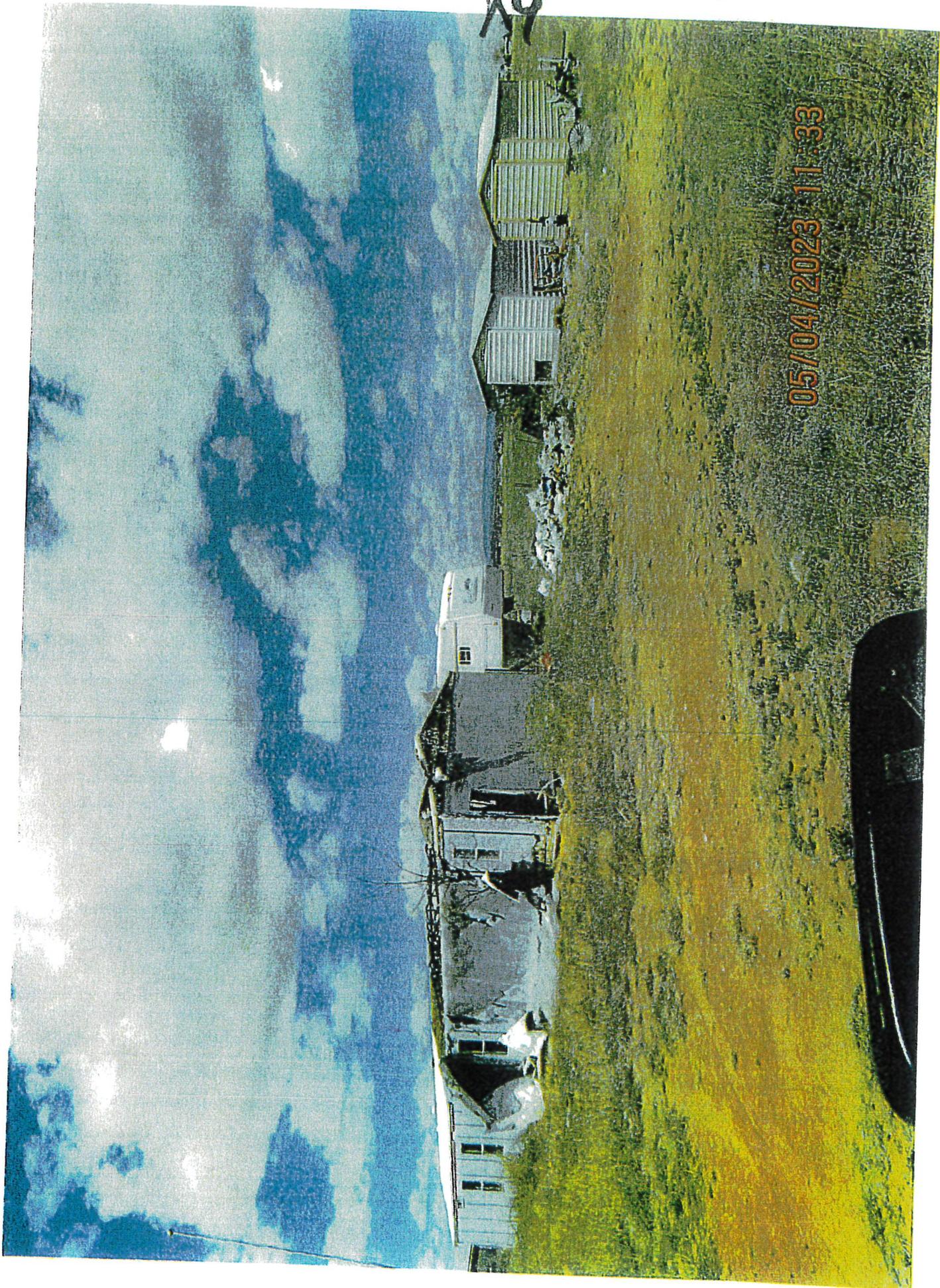
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