TORRANCE COUNTY 1 **BOARD OF COUNTY COMMISSONERS** 2 RESOLUTION NO. R 2023- 34 3 4 RESOLUTION FINDING RUBBISH, WRECKAGE OR DEBRIS UPON LOT 5 NUMBERED EIGHT (8) OF THE TRANQUIL VALLEY SUBDIVISION BETTER 6 KNOWN AS 11 CALLE LINDA LOOP TO BE A MENACE TO PUBLIC COMFORT, 7 HEALTH, PEACE, OR SAFETY AND REQUIRING REMOVAL 8 9 WHEREAS, lot numbered eight (8) better known as 11 Calle Linda Loop belonging to Justin 10 and Wendy Tigpen; and 11 12 WHEREAS, the above described property constitutes a hazard; and 13 14 WHEREAS, the dilapidated mobile home has been abandoned, destroyed by fire, not been 15 maintained, windows and doors are missing or broken, roof is caved in; and 16 17 WHEREAS, ruins, rubbish, wreckage, debris, and other types of solid waste (hereinafter 18 19 collectively referred to as "Debris") are strewn across the property constituting the Site, as shown by the photographs attached to this Resolution as Exhibits P&Z 3 through 5; and 20 21 22 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, 23 posing a danger to human health, and depressing property values; and 24 25 WHEREAS, Torrance County has budgeted funds available in the form of clean up funds; and 26 27 WHEREAS, Torrance County has the authority, pursuant to NMSA 1978, § 3-18-5, to require 28 the removal of such unhealthful Debris; and 29 30 WHEREAS, the mentioned property is located in the unincorporated area of Torrance County. 31 32 NOW, THEREFORE BE IT RESOLVED, that the Torrance County Commission hereby: 33 34 1. FINDS LOT NUMBERED EIGHT (8) OF TRANQUIL VALLEY SUBDIVISION 35 BETTER KNOWN AS 11 CALLE LINDA LOOP has upon it rubbish, wreckage, or 36 debris which is a menace to the public comfort, health, peace, or safety; and 37 38 2. ORDERS JUSTIN & WENDY TIGPEN (see Exhibits 1, 2 and 3) or other owner, 39 occupant, or agent in charge of Lot numbered EIGHT (8) OF TRANQUIL VALLEY 40 SUBDIVISION BETTER KNOWN AS 11 CALLE LINDA LOOP (see Exhibit 3) to 41 42 remove Debris from said property; and 43 3. **AUTHORIZES** the Torrance County Manager to cause the removal of the Debris and to 44 file a lien against each of the above described properties for the cost of removing the 45 Debris, if the owner, occupant, or agent in charge of a respective property fails to

46

1 2 3		their property or fails to file a written objection to of the receipt or posting of this Resolution as
4 5	DONE THIS 11th DAY OF OCTOBER, 2	2023.
6		
7 8	APPROVED AS TO FORM ONLY:	BOARD OF COUNTY COMMISSIONERS
9 10	Miles I. Manie	Milan
11	Michael I. Garcia, County Attorney	Ryan Schwebach, Chair, District 2
12	Date: 1/ O. taber 23	Jan Will
13 14		Kevin McCall, Vice Chair, District 1
15		Samuel D. Schropp, Member, District 3
16		
17	ATTEST:	PANCE
18		A. C.
19 20	Linda Jaramillo, County Clerk	1:5
21	Date: 19/1/23	Z Z Z
22		OKERK
		WIND MEW MENT

Property Profile Torrance County

Account: Mill Levy: R005985 23.930000 Tax Year: 2024

Version: 01/01/2024

Account Type: Residential

8OUTEDGR

Estimated Tax: \$116.84

Parcel:1-039-053-230-504-

Area ID: Map Number:

Status:

*This mill levy is from the most recent tax roll

Active

Name and Address Information

MEYER KEVIN & ELIZABETH C'O THIGPEN JUSTIN & WENDY 3412 SEQUOIA CT NE ALBUQUERQUE, NM 87111-5239

Property Location

No Location Information Available



Legal Description

Subd: TRANQUIL VALLEY Lot: 8 Block: 2

Assessment	Information	<u>1</u>			
2024	Actual	Assessed	Sq Ft	Acres	Taxable
Land	14,060	4,687	72745.200	1.670	
Improvements					
Exempt		0			
Total	14,060	4,687		1.670	4,687
2023	Actual	Assessed	Sq Ft	Acres	Taxable
Land	14,060	4,687	72745.200	1.670	
Improvements					
Exempt					
Total	14,060	4,687			4,687



User Remarks



REAL ESTATE CONTRACT

2981

THIS CONTRACT IS MADE in triplicate this // day of April, 2002, by and between Kevin Meyer and Elizabeth Meyer, whose address is 2312 Wilma NW, Albuquerque, New Mexico 87104, hereinafter called Seller, and Justin Thigpen and Wendy Thigpen, husband and wife, as joint tenants (WROS), whose address is 11 N. Calle Linda Lane, Edgewood, New Mexico 87015, hereinafter called Purchaser. Whenever a masculine pronoun is used, it shall also be considered as referring to the female gender and plural pronouns, whichever is proper.

1. SALE: The Seller, in consideration of the premises and agreements herein made by the Purchaser, agrees to sell and convey to the Purchaser the following described real estate, hereinafter called the Property, in the County of **Torrance**, and State of New Mexico:

Lot numbered Eight (8) in Block numbered Two (2) of TRANQUIL VALLEY, a subdivision, as the same is shown and designated on the plat(s) of said subdivision filed in the office of the Clerk of Torrance County, New Mexico.

including that certain mobile home identified as a 2000 Doublewide CAVCO/LITCHFIELD; VIN # CAVAZLP00-10978XU.

Subject to reservations, restrictions and easements of record, and to property taxes for the current year and all subsequent years.

The Seller agrees, upon completion of all terms and conditions of this contract by the Purchaser, that the Purchaser shall then receive the Warranty Deed and related documents placed in escrow with this Contract.

2. PRICE AND PAYMENT: The Purchaser agrees to buy the above-described Property and to pay Seller therefor the total sum of ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED TEN and NO/100 Dollars (\$114,510.00), payable as follows: ZERO and NO/100 Dollars (\$0.00) cash down payment, the receipt of which is hereby acknowledged, and the balance of ONE HUNDRED FOURTEEN THOUSAND FIVE HUNDRED TEN and NO/100 Dollars (114,510.00), payable as follows:

\$114.510.00, the amount of this Real Estate Contact which Purchasers agree to pay in monthly installments of \$1,075.38 each or more, including interest from March 1, 2002 at the rate of 10.75% per annum. The first payment shall be due on April 1, 2002 with like installments due and payable on the 1st day of each succeeding month thereafter until April 1, 2004, at which time the entire remaining balance due, including any and all accrued interest, shall be due and payable in full.

In addition to the payments for principal and interest, Purchasers shall pay to the Escrow Agent, with each installment, a pro rata portion of the estimated annual taxes on said Property, which payments shall be separately accounted for by the Escrow Agent and utilized to make prompt payment of said taxes as they become due, the sum at the present time being \$59.03 per month, making the total payment due and payable on this Contract of \$1,134.41, or more. Purchasers agree to pay the adjusted payment in the event that trust funds increase/decrease. Purchasers shall be responsible for providing the Escrow Agent with billings for taxes. In the event there be any shortfall in the escrow account, Purchasers shall be responsible to pay Escrow Agent any additional funds necessary to pay taxes.

A late charge of \$25.00 will be due and payable on any installment that is made over five (5) calendar days past due. The time period before the late charge becomes due shall not be considered a grace period. Late charges will be paid to Seller as additional interest. Escrow agent is instructed to collect any late charges incurred on any late payment made by Purchasers. Purchasers shall be responsible for any late charges or other fees incurred on the underlying obligation due to any late payments made on this Contract.

Purchaser acknowledges that he agrees to buy the property in an "As Is" condition, and their decision to enter into this Contract is based solely on their own personal knowledge and inspections and any hidden or obvious defects that may exist within the property.

The above amount as above provided shall be paid to the escrow agent (exclusive of any prior lien or obligation being assumed) plus any accrued interest due to the seller until fully paid. Said unpaid balance shall bear interest at the rate of **Ten and 75/100's Percentum (10.75%)** per annum from the effective date March 1, 2002.

APPLICATION OF PAYMENTS:

Payments shall be applied as of the date of receipt by the Escrow Agent first to accrued interest then to principal balance of this Contract.

Seller's initials
Purchaser's initials





"A Certified copy:
pg of Corrance County, NM
by



All payments shall be assumed to be regular payments, and not prepayments, unless otherwise specified by Purchaser in writing at the time of delivering such payments to Escrow Agent. Unless otherwise provided, Purchaser may prepay the unpaid balance in whole or in part at any time. Any prepayments shall be credited first to accrued interest, then to the principal balance of this Contract exclusive of assumed liens or obligations, then to assumed liens or obligations as described in this paragraph. Notwithstanding any prepayments, Purchaser shall make the next regularly scheduled payments.

Should Purchaser fail to make any of the payments or perform any other obligations required hereunder, including the payment of any assumed obligation, and if Seller's attorney makes written demand therefor pursuant to Paragraph 5 below, the Purchaser shall pay within the time allowed the additional sum of \$125.00, unless otherwise stated, for Seller's attorney's

The following lien(s) or obligation(s) is currently outstanding on the property:

TYPE OF LIEN OR OBLIGATION HOLDER

that certain mortgage to Altegra Credit Company.

Purchaser does not assume or agree to pay the above described lien(s) or obligation(s). All payments due on such lien(s) or obligation(s) shall be remitted by the Escrow Agent to the person or company to whom they are payable out of payments made by Purchaser. If the payments due from Purchaser are insufficient to satisfy the amounts due to be made on the above-described lien(s) or obligation(s), Seller shall pay Escrow Agent such additional funds as are necessary to keep such lien(s) or obligation(s) current. Upon payment in full of this Contract, Seller shall obtain a release of the property from the lien(s) or obligation(s) described above.

Should Purchaser fail to pay any such installment payments prior to the same becoming delinquent, Seller may pay the same for the protection of the Property and his interest therein. Payment by Seller shall not be deemed a waiver of Purchaser's default, and the amount so paid by Seller shall be immediately due and payable to Seller and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

3. PURCHASER TO PAY INSURANCE, TAXES AND PAVING LIENS, AND SELLER'S RIGHTS:

(a) Insurance. The Purchaser agrees to keep the insurable improvements upon the Property insured against the hazards covered by fire and extended coverage insurance, with an insurance company satisfactory to Seller in the sum of not less than \$109,000.00 for the benefit of Purchaser and Seller as their interests may appear, and furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually prior to expiration of existing insurance.

(b) Taxes. Unless otherwise stated herein, the property taxes for the current year have been divided and prorated between Seller and Purchaser as of the date of this Contract, and the Purchaser is responsible for and will pay the taxes and assessments of every kind hereafter billed. Purchaser will have the Property assessed for taxation in Purchaser's name. Upon request by Seller, Purchaser will send copies of the paid tax receipts each year to Seller.

(c) Paving and Other Improvement Liens and Standby Charges. Unless otherwise stated herein, the Purchaser assumes any paying and/or standby charges now assessed against the Property and agrees to pay all installments of principal and interest thereon that hereafter become due.

(d) Seller's Rights. Should the Purchaser fail to pay insurance premiums, taxes and assessments, paving liens, improvement liens or standby charges, or other such matters prior to the same becoming delinquent, Seller may pay the same (but is not obligated to do so) for protection of the Property and his interest therein. Payment of such charges shall not be deemed a waiver of any default of Purchaser for failure to pay such charges, and such amounts as have been so paid shall be immediately due and payable to Seller, and shall bear interest until paid at the saine rate as provided in Paragraph 2 above.

4. PURCHASER'S RIGHT, SELLER'S RETENTION OF INTEREST:

Purchaser shall be entitled to take possession of the Property and retain possession unless and until Purchaser's interests under this Contract shall be terminated by Seller as provided in Paragraph 5 below. Legal title to the Property shall remain in Seller's name until this contract has been fully performed upon the part of Purchaser and the Warranty Deed delivered as specified.

5. SELLER'S RIGHTS IF PURCHASER DEFAULTS:

(a) Default Notice. Time is of the essence in this contract, meaning that the parties shall perform their respective obligations within the times stated. If Purchaser fails to make any of the payments required in Paragraph 2, herein, at the times specified, or fails or refuses to maintain insurance or to pay taxes, assessments or other charges against the Property, or fails or refuses to repay any sums advanced by the Seller under the provisions of Paragraph 3 above, the Seller may make written demand upon the Purchaser, with such notice to specify the default and the curative action required, at his address as follows: 11 N. Calle Linda Lane, Edgewood, New Mexico 87015, or at such other address that Purchaser may designate by a notarized statement delivered to the Escrow Agent, which change of address will be effective on the seventh (7th) calendar day after receipt by the Escrow Agent.

(b) Manner of Giving Default Notice. Notice in writing shall be given by certified mail, return receipt requested, addressed to the Purchaser at the effective address for Purchaser provided in Paragraph 5(a), with a copy to escrow agent. Purchaser expressly acknowledges that notice to him by mail, in the manner above specified, is sufficient for all purposes, regardless of whether he actually receives such notice.

(c) Purchaser's Failure to Cure Default Results in Termination of Contract or Acceleration of Entire Unpaid Balance. If the Purchaser fails or neglects to cure any default within thirty (30) days after the date Seller's default notice is mailed, then the Seller may, at his option cither declare the whole amount remaining unpaid to be then due and proceed to enforce payment of the entire remaining unpaid balance, plus any accrued interest, together with reasonable attorney's fees, or he may terminate Purchaser's rights to the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Purchaser in the Property shall thereupon end. If the final day for curing the default shall fall on a Saturday, Sunday, or non-business day of the Escrow Agent, then the period for curing the default shall extend to the close of business on the next regular business day of the Escrow Agent.



Acceptance by Escrow Agent of any payment tendered shall not be deemed a waiver by Seller, or extension of the time for cure, of any other default under this Contract. In the event of termination, Purchaser hereby waives any and all rights and claims for reimbursement for improvements he may have made upon the Property.

(d) Affidavit of Uncured Default and Election of Termination.

A recordable affidavit made by Seller, his agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording date of this Contract and stating the date that notice was duly given as provided above, that the specified default has not been cured within the time allowed and that the Seller has elected to terminate, and delivered to the Escrow Agent shall be conclusive proof for the Escrow Agent and any subsequent Purchaser or encumbrancer for value of such uncured default and election of termination.

(e) Purchaser Becomes Tenant. Upon termination, Purchaser has no continuing right to possession. If Purchaser remains in possession of the Property after this Contract has been terminated as above provided, Purchaser shall then become a tenant at will, for a rental amount equivalent to the installment payment theretofore required as monthly payments 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(s) shall not be deemed as any waiver of his rights, nor shall it constitute any manner of estoppel.

(f) Legal Right to Evict Purchaser. Forcible entry and detainer proceedings, in addition to any other appropriate legal remedies, may be utilized by the Seller if necessary to obtain possession of the Property following termination of this Contract and termination of Purchaser's continued tenancy thereafter. If such proceedings are filed, Purchaser shall be liable for Seller's reasonable attorney's fees plus the legal costs of such action.

6. TITLE INSURANCE OR ABSTRACT:

Unless otherwise provided herein, Seller is delivering a Contract Purchaser's Title Insurance Policy to Purchaser or Abstract of Title to Escrow agent at the time this Contract is made, showing merchantable title to the Property as of the date of this Contract, subject to the matter referred to in this Contract, and Seller is not obligated to provided any other or further evidence of title.

7. PURCHASER'S RIGHT TO SELL:

(A) First Provision:

Purchaser shall be entitled to sell, assign, convey or encumber his entire interest in this Contract (but not a portion thereof) and the Property to any person or entity, hereinafter called Assignee, and may retain a security interest therein, without obtaining the consent or approval of the Seller. The Purchaser shall not, however, be released from his obligations hereunder by any such sale, assignment, conveyance or encumbrance. In the event Purchaser does sell, assign, convey or encumber said interest, then Purchaser, his Assignee, or any subsequent Assignee shall deliver a copy of such written sale, assignment, conveyance or encumbrance document to Escrow Agent.

Such sale, assignment, conveyance or encumbrance document shall specify the address of the Assignee and upon receipt of such document by the Escrow Agent, Seller shall only be required to send notice of default to the most recent Assignee who had given notice of such sale or assignment and his address to the Escrow Agent as provided herein. If such document is not received by the Escrow Agent, any notice of default need be sent only to the last person or entity and address for which written notice has been provided to the Escrow Agent as provided herein.

(B) Special Alternative Provision:

CAUTION: THE FOLLOWING PROVISION SEVERELY RESTRICTS THE RIGHT OF PURCHASER TO SELL, ASSIGN, CONVEY OR ENCUMBER THIS CONTRACT AND THE PROPERTY. If the parties wish to invoke this provision, they should check the box as indicated and each initial as provided. If the Special Alternative Provision is elected, the First Provision does not apply.

(check here) THE PARTIES ELECT TO INVOKE THE PROVISIONS OF THIS PARAGRAPH.

Initials

(AL)

(AL)

(AL)

(AL)

(AL)

(AL)

(AL)

(AL)

Purchaser shall not be entitled, directly or indirectly, to sell, assign, convey or encumber all or any portion of the Purchaser's interest in this Contract or in the Property without first obtaining the written consent of Seller, and Seller shall not be under any obligation to give such consent. In the event that Purchaser shall, directly or indirectly, sell, assign, convey or encumber or contract to assign, convey or encumber or contract to sell, assign, convey or encumber, directly or indirectly, all or any portion of the Purchaser's interest in this Contract or in the Property without the consent of Seller, it shall be an event of default subject to the rights of Seller in Paragraph 5, herein.

CAUTION: if the Property is subject to any prior mortgage(s), Deed(s) of Trust or Real Estate Contract(s), then the provisions thereof should be examined carefully for any conflict with the above clause.

8. BINDING EFFECT: This Contract shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties to this Contract.

9. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT:

The parties hereby appoint as Escrow Agent: SUNWEST ESCROW, LC., 3240-D, JUAN TABO, N.E., Albuquerque, New Mexico 87111 OR P.O. Box 36371, Albuquerque, New Mexico 87176-6371.

The following papers are herewith placed in escrow:

1. Signed copy of Contract 3. Original 3.

3. Original Special Warranty Deed

Original Warranty Deed signed by Seller.

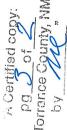
signed by Purchaser.

(a) the fee(s) of the Escrow Agent shall be paid as follows: Escrow disbursement and close-out fees of the escrow agent shall paid by Purchasers.

If such fee(s) is/are paid wholly or in part by Purchaser, such amount shall be in addition to the amounts due from the Purchaser as provided in Paragraph 2, herein. The Escrow Agent is instructed to accept all monies paid in accordance with this Contract and remit the money received (less applicable escrow fees) as follows: The escrow agent is instructed to remit \$1,075.38 to Altegra Credit Company, P.O. Box 856156, Louisville, KY 40285-6156 to credit account #1004038790.

Seller's initials
Purchaser's initials





- (b) All payments shall be deemed provisionally accepted when tendered, subject to determination by the Escrow Agent of the correct amount and its timeliness.
- (c) Upon full payment of all amounts due and owing to the Seller under this Contract by the Purchaser, the Escrow Agent is directed to release and deliver the escrow documents to the Purchaser.
- (d) If the Seller or his agent delivers an Affidavit of Uncured Default and Election of Termination (as described in Paragraph 5 above) to the Escrow Agent, then the Escrow Agent shall release and deliver the escrow documents to the Seller. The Escrow Agent shall be entitled to rely on such Affidavit as conclusive proof of termination.
- (e) The Escrow Agent is instructed that after each and every written demand is mailed to the Purchaser, pursuant to Paragraph 5 above, and a copy thereof is furnished to the Escrow Agent, not to accept less than the full amount of the sum state as due in the written demand, plus the additional \$125.00, unless otherwise stated, for Seller's attorney's fees.
- (f) The Escrow Agent is entitled to charge its standard fees current as of the date the service is rendered, but all changes shall become effective only after thirty (30) days written notice to the party or parties paying the fee of the Escrow Agent.
- (g) Seller and Purchaser will each indemnify and save harmless the Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with this Contract, including any interpleader or declaratory judgement action brought by Escrow Agent, but excepting failure of the Escrow Agent to comply with this Paragraph 9.
- (h) The Escrow Agent shall have the right to resign as Escrow Agent under this Contract by giving the parties thirty (30) 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 thirty (30) 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.

 10. SEVERABILITY CLAUSE: The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remainder of this Contract.

This Contract constitutes the entire agreement and understanding of the parties concerning the subject matter contained herein and supersedes all prior negotiations, proposed agreements, whether oral or written, pertaining to the subject matter of this Contract. Each party hereto acknowledges that no other party has made any promise, representation, or warranty, express or implied, not expressly contained herein concerning the subject matter hereof.

This Contract can be modified only in writing signed by the parties hereto.

The parties have signed and acknowledged this Contract effective as of the date stated at the beginning of this Contract. CAUTION: YOU SHOULD READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT YOU SHOULD CONSULT YOUR ATTORNEY.

SELLER: Kevin Meyer	Elizabeth Meyer					
PURCHASER: Justin Thigpen	Wendy Thigper					
ACKNOWLEDGMENTS						
STATE OF NEW MEXICO) ss. COUNTY OF BERNALILLO)	is // f day of April, 2002, by Kevin Meyer and Elizabeth Meyer. Notary Public is O day of April, 2002 by Justin Thigpen and Wendy Thigpen,					
hisband and wife, as joint fenants (WROS). MY COMMISSION EXPIRES:	Notary Bublic					
RECEIPT AND ACCEPTANCE BY ESCROW AGENT						
The Escrow Agent hereby acknowledges receipt of the follow(a) Escrow Set-up fee in the amount of \$(c) Warranty Deed	wing documents in regard to the above-captioned Escrow Contract(b) Signed copy of this Contract(d) Special Warranty Deed					
Escrow Agent By:	Date:, 2002.					



EXHIBIT "A" TO REAL ESTATE CONTRACT DATED APRIL 11, 2002 BETWEEN KEVIN MEYER AND ELIZABETH MEYER, SELLER, AND JUSTIN THIGPEN AND WENDY THIGPEN, PURCHASER

THIS EXHIBIT IS BEING ADDED FOR THE PURPOSE OF ADDING SPACE . FOR RECORDING AT THE BERNALILLO COUNTY CLERK'S OFFICE

(THIS SPACE IS LEFT INTENTIONALLY BLANK)

County of Torrance

hereby certify that this instrument we filed for record on the 13 do of 10.0 to 2 at 2.45 of clock 1 M and duly recorded in book 294 at page 2981-2985

Witness matter and the of officer



