

Ray Gonzales, Jr., CRS
Century 21 Williams & Associates
1447 East Pass Road • Gulfport, MS 39507-3522 • U.S.A.
(228) 896-4445 • Toll Free: (800) 773-2116 • Fax: (228) 897-2119
e-mail: speedyrayg@aol.com

**Century 21 Williams
& Associates**

Fax

To: Michelle Gilliam/Avery Gilliam Real Estate **From:** Ray Gonzales, Jr.

Fax: (800) 934-9652 **Pages:** 3 (including cover page)

Phone: (228) 469-0999/(228) 216-6999 **Date:** 2/2/2006

Re: Release/cancellation of sale-Vogelmeier **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Attached please find the Mutual Release and Cancellation of Sale between Buyers: John F. Vogelmeier and Mary Vogelmeier and Sellers: Roy A. Bohlman and Julia G. Bohlman for the purchase of 11488 Pine Drive in Gulfport, MS 39503. Incorporated into this agreement is also the cancellation and refund of money for the Vogelmeier's purchase of furniture from the Bohlman's.

Please have the Vogelmeier's date and sign, along with your signature, the Mutual Release and fax the completed document back to me as soon as possible. My fax number is (228) 897-2119.

Thanks-Ray Gonzales, Jr.

Mutual Release and Cancellation of Sale Between Buyer(s), Seller(s), Listing Broker and Selling Broker

This agreement is entered into this 2nd day of February, 2006 between the undersigned Buyers, John F. Vogelmeier and Mary Vogelmeier and Sellers, Roy A. Bohlman and Julia G. Bohlman who are parties to a certain contract of sale dated December 3, 2005 covering the property described as:

11488 Pine Drive, Gulfport, MS 39503

The Buyer(s) and Seller(s) mutually agree to cancel the purchase agreement as of February 2, 2006 and in keeping with the terms of the contract, due t the Small Business Administration's denial of the requested \$210,000.00 loan to the Buyers to purchase the subject property.

Now this agreement ;witnesseth, that all parties hereto, in consideration of each releasing the others from the above described contract from any and all claims, actions or demands whatsoever, which each of the parties hereto may have up to the date of this agreement against any of the other parties by reason of the said contract, do hereby forever release the others, their heirs, executors or administrators, for all claims of every kind, nature and character whatsoever from the beginning of the world to this day.

In addition the Sellers agree to cancel the purchase of furniture to the Buyers and return the Buyers' previously agreed purchase price of \$950.00 within 3 calendar days upon receipt of this agreement signed by Purchasers.

The earnest money deposit being held by Avery Gilliam Real Estate, under the terms of the said contract are hereby directed to be disbursed forthwith as follows:

Payment in full and without penalty to the Buyers:
John F. Vogelmeier and Mary Vogelmeier

In Witness whereof we have set our hands the day and year as stated below:

Date: _____

Date: 02/02/2006

Buyer: _____
John F. Vogelmeier

Seller: Roy A. Bohlman
Roy A. Bohlman

Buyer: _____
Mary Vogelmeier

Seller: Julia G. Bohlman
Julia G. Bohlman

Buyer Broker: _____


Listing Broker: Rafael Gonzalez

ROY A. BOHLMAN OR
JULIA J. BOHLMAN 12/70
11488 PINE DR 228-832-2745
GULFPORT, MS 39503-3974

9666
85-75/655

FEB. 2, 2006
Date

014614ND 8808

Pay to the Order of JOHN F. & MARY VOGELMEIER \$ 950.00
NINE HUNDRED - FIFTY and 00/100 Dollars 



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