

**Agreement for sale of interest of purchaser.**

Agreement made \_\_\_\_\_ [date] between \_\_\_\_\_ of \_\_\_\_\_, seller, and \_\_\_\_\_ of \_\_\_\_\_, purchaser.

1. By a contract in writing, bearing date \_\_\_\_\_, seller purchased from \_\_\_\_\_, at the sum of \$ \_\_\_\_\_, of which he paid deposit of \$ \_\_\_\_\_, all that freehold estate situated at \_\_\_\_\_, and now in the occupation of \_\_\_\_\_; and seller has agreed to sell the same to purchaser, who by this agreement agrees to purchase at the sum of \$ \_\_\_\_\_ all his right, benefit, and interest whatever of and in the premises under or by virtue of the contract:

2. In consideration of \$ \_\_\_\_\_, now paid by purchaser to seller, by way of deposit, and in consideration of the agreements on the part of purchaser contained below, seller by this agreement further agrees with purchaser that, on payment of the residue of the purchase money as mentioned below, he will, at the request, costs, and charges of purchaser in all things, effectually release and cause to be conveyed as well all his right and interest of and in the premises, under or by virtue of the before recited contract, as also the fee-simple of the premises, free from all charges and incumbrances, unto purchaser, his heirs or assigns, or as he or they shall direct, the drafts of such conveyance being first approved by the attorney for seller.

3. Purchaser further agrees on taking such conveyance of the premises as provided above, to duly pay the residue of the \$ \_\_\_\_\_ to the original seller, according to the above recited contract; and will duly fulfil the same on the part of seller in all other respects, and pay all costs and expenses whatever of, attending, and incident to the purchase, and to such conveyances and assurances as provided above.

4. Purchaser also agrees to at his own expense effectually indemnify seller from and against all losses, damages, costs, and expenses whatever of and attending the conveyance of the estate and otherwise in respect of it, and also from and against all actions and other proceedings whatever on account or in respect of it under or by virtue of the recited contract.

5. It is further mutually agreed that if the recited contract shall not, from any cause whatever, be duly performed, this contract shall become void, and the excess of the deposit money paid by purchaser as provided shall be repaid to him by seller, together with all expenses incurred, and all losses and damages sustained by him under or by virtue of this agreement.

6. For the due performance of this contract each party binds himself to the other of them in the penal sum of \$ \_\_\_\_\_ which shall be recoverable as liquidated damages between them under or by virtue of this agreement.