

Broker's receipt.

Received of _____ and _____, husband and wife, the sum of \$_____ in the form of cash *[check or note]* as earnest money and part payment for the following described real property situated in the County of _____, State of _____, more particularly described as follows: _____, which we have this day sold to them, or their heirs and assigns, for the sum of \$_____. The balance of the purchase price is to be paid as follows: _____.

Seller agrees to furnish and deliver to purchaser as soon as reasonably procurable a purchaser's policy of title insurance, and seller authorizes agent to apply at once for such policy or report showing condition of title.

If title is not insurable and cannot be made insurable within _____ days from date of title report, earnest money shall be refunded and all rights of purchaser terminated, except that purchaser may waive defects and elect to purchase. But if the title is insurable and purchaser neglects or refuses to complete purchase, the earnest money may at seller's option be retained by seller *[forfeited]* as liquidated damages.

The property is to be conveyed by a _____ *[e.g., warranty, or contract for]* deed, free of incumbrances, except _____ . Incumbrances to be discharged by seller may be paid out of purchase money at date of closing.

Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of date of closing.

Possession to be given upon _____ *[e.g., closing]*.

Time is of the essence of this agreement.

By _____
_____, Agent

_____, Purchasers
We accept and approve this agreement of sale this _____ *[date]* and agree to pay a commission of _____% on the amount of this sale, to the above agent for services rendered. In the event the earnest money is forfeited, it shall be apportioned to seller and agent equally, provided that the amount to agent shall not exceed the agreed commission.

_____, Seller