

# PURCHASE & SALE AGREEMENT FOR REAL ESTATE

AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ hereinafter "Seller" whose address is \_\_\_\_\_ and hereinafter "Buyer" (and/or assigns or nominees) whose address is \_\_\_\_\_.

1. THE PROPERTY. The parties hereby agree that Seller will sell and Buyer will buy the following property, located in and situate in the County of \_\_\_\_\_, State of \_\_\_\_\_, known by street and address as \_\_\_\_\_, more particularly described as follows (enter legal description below):

## EXACT LEGAL DISCRIPTION TO FOLLOW

The sale shall also include all personal property and fixtures, except \_\_\_\_\_.

Unless specifically excluded, all other items will be included, whether or not affixed to the property or structures. Seller warrants that property, improvements, building or structures, the appliances, roof, plumbing, heating and/or ventilation systems are in good and working order. **This clause shall survive closing of title.**

2. PURCHASE PRICE. The total purchase price to be paid by Buyer will be \$ \_\_\_\_\_ payable as follows:

|   |          |
|---|----------|
| Earnest money deposit (see below)       | \$ _____ |
| Owner financing from seller (see below) | \$ _____ |
| New loan (see below)                    | \$ _____ |
| Subject to existing loans               | \$ _____ |
| Cash balance due at closing             | \$ _____ |

Said price is subject to appraisal by buyer and/or agent of buyer's choice.

3. EARNEST MONEY. The buyer's earnest money shall be held in escrow by agent of buyer's choice. Upon default of this agreement, seller shall retain earnest money as his sole remedy without further recourse between the parties.

4. NEW LOAN. This agreement is contingent upon buyer's ability to obtain a new loan in the amount of \$ \_\_\_\_\_. Buyer is not required to accept any loan with interest rate exceeding \_\_\_\_\_% amortized over \_\_\_\_\_ years or pay any closing costs or points exceeding \$ \_\_\_\_\_. Buyer shall provide seller with written proof of a loan commitment on or before \_\_\_\_\_, 20\_\_\_\_\_.

5. SELLER FINANCING. Buyer shall deliver a promissory note in the amount of \$ \_\_\_\_\_. In case of default, recourse shall be against the property and there shall be no personal recourse against the borrower. As security for performance of the promissory note, buyer shall provide the seller a security deed which shall be subordinate to a new first mortgage not to exceed \$ \_\_\_\_\_.

6. EXISTING LOAN. In the event part of the purchase price is to be satisfied by buyer taking subject to existing financing, buyer shall not be required to pay fees exceeding \$ \_\_\_\_\_ nor be required to show income or creditworthiness to the holder of said mortgage or deed of trust. Seller expressly agrees and understands that buyer is taking the property "subject to" such mortgages or deeds of trust, and is not expressly assuming responsibility for the underlying loans. If the actual loan balance of said loan is less than as stated herein, the purchase price shall be reduced to reflect the difference; if the actual loan balance is more than as stated herein, then buyer's required cash payment shall be reduced accordingly. Seller agrees to forfeit tax and insurance escrows held by said lender or its assigns.

7. SETTLEMENT, INSURABLE TITLE & CLOSING: Seller warrants that he/she is vested with full powers and authority to enter into this Agreement. If Seller has marketable & insurable title, no encroachments and property is not in a flood plain/zone, then this Agreement will be closed and the deed and other closing papers delivered within [ ] \_\_\_\_\_ days after the acceptance of this agreement, & key copy given to Buyer, & all stipulations and conditions of this Agreement have been met, OR [ ] \_\_\_\_\_ days after the tenant/owner vacates the house and removes all property/debris & key copy given to Buyer & all stipulations and conditions of this Agreement have been met. In the event that this Agreement is unable to close on or before the above stated date, then Buyer or Seller may, by notice to the other party (notice must be received on or before the closing date) extend this Agreement's closing date up to seven (7) days from the above stated closing date.

If title is not marketable and insurable, title defects or encroachments will be cured at Seller's expense, and Buyer will close within 10 days of cure. If Seller cannot provide marketable/insurable title to Buyer by closing, then the Buyer can, at his sole discretion, either: (1) extend this Agreement or, (2) have Seller return to Buyer all earnest monies paid and fees incurred for curing title and preparing for closing including, but not limited to, surveys, attorneys fees and appraisal. Once these monies are returned to Buyer this Agreement will be null & void. Tenant and/or Seller must: (1) vacate and leases must be legally terminated prior to closing, (2) give 3 weeks advance notice to Buyer, when they're vacating/moving.

Buyer shall pay the following costs in transferring title: [ ] title insurance policy [ ] loan assumption [ ] transfer fee [ ] transfer taxes [ ] recording fees [ ] attorney closing charges [ ] hazard insurance premium [ ] mortgage insurance premium [ ] survey

The following items will be prorated at closing: [ ] Mortgage insurance [ ] Property taxes [ ] PMI Insurance [ ] Hazard insurance [ ] Homeowner's association dues [ ] Rents [ ] Other \_\_\_\_\_

The buyer may extend the closing date an additional THIRTY (30) days by paying the seller \$ \_\_\_\_\_ in cash. Buyer reserves the right to do a final inspection the day of closing.

8. POSSESSION. Seller shall surrender possession to the property in clean, debris free condition, and free of all personal items on or before \_\_\_\_\_, 20\_\_\_\_ ("possession date". In the event possession is not delivered at closing, buyer shall withhold proceeds from the sale in the amount of \$\_\_\_\_\_ as security. Seller shall be liable for damages in the amount of \$\_\_\_\_\_ per day for each day the property is occupied beyond the possession date. This paragraph shall survive the closing of title.

9. INSPECTION. This agreement is subject to the final inspection and approval of the property by the buyer in writing on or before \_\_\_\_\_, 20\_\_\_\_ and is subject to a termite report from the buyer's pest control company that is acceptable to the buyer.

10. ACCESS. Buyer shall be entitled a key and be entitled to immediate access to show partners, lenders, inspectors and/or contractors prior to closing. Buyer may place a sign on the property prior to closing for prospective tenants, contractors and/or assigns.

11. This agreement is subject to the final inspection and approval of the condition of the property by the buyer and/or associates, assigns and/or nominees in w riting before closing. This agreement is also contingent upon buyer's inspections, approval and acceptance of all paperw ork, leases, appraisals, tenant histories and completed title work.

SPECIAL STIPULATIONS

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date