

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

PURCHASE AGREEMENT

This is a legally binding contract. If not fully understood, seek legal advice from your attorney prior to signing.

For and in consideration of the mutual promises contained herein, the undersigned Seller agrees to sell, to the undersigned Buyer, and the buyer agrees to buy, the herein described property on the terms and conditions stated herein. Both buyer and seller acknowledge that this property is for sale by owner.

SELLER(s)

BUYER(s)

1. PROPERTY ADDRESS:

2. PRICE: The purchase price of the property is **\$XXX,000.00** Payable as follows:

A. Cash Payment at closing (Cash, Certified, or Cashiers Check) subject to adjustments and prorations.

B. Buyer shall qualify for a new loan described below in the amount of **\$XXX,000** for XX years at market Interest rate.

C. CERTAIN COSTS paid by BUYERS = (B) or SELLERS = (S) as outlined below: Total Prepaid Items and Closing Costs to be paid by **Seller** at closing not to exceed **\$X,000.00**.

D. NEW LOAN: Buyer provides financing. Seller will not hold a mortgage.

E. TAXES: Taxes for the current year to be **prorated** by the **Seller** to provide proof of Homestead Exemption filed, or pay excess taxes for current year, due to Homestead Exemption not being filed.

F. EARNEST MONEY: Buyer herewith tenders a deposit check **\$X,000.00** as earnest money which shall apply on purchase price or closing cost if buyer's offer is accepted. The sum has been deposited with the SELLERS and considered acceptance of this contract. If the BUYER's offer is not accepted

or if title requirements are not fulfilled, it shall be promptly refunded to the BUYER(s). If, after acceptance of Buyer's offer, buyer fails to fulfill his obligation after seller tenders the DEED, the earnest money shall be forfeited. In the event of purchasers default, the earnest money will become payable to sellers. Buyer agrees to indemnify and hold Seller harmless of expenses incurred. The retention of deposit money shall not be considered liquidated damages and does not prevent Seller from asserting other legal rights, including specific performance of this contract, and actions for damages, which may have been caused by Buyer's breach of contract. If it becomes necessary to legate the performance of this contract, either party may initiate litigation at which time the losing party agrees to pay reasonable attorney's fees and court costs to the other party. The parties agree Buyer will make loan application within 5 days of accepted contract and diligently pursue loan approval within the specified period of time. This purchase agreement is contingent on Buyer's loan approval, and if loan is rejected, earnest money will be refunded to buyers.

G. CLOSING DATE: **On or Before** _____, **201** . Possession shall take place with deed at closing. It is the responsibility of the Buyer(s) to have all of the utilities turned on in Buyer's name on possession date in order for property inspection to be made. It is the Seller's responsibility to notify utility companies that the property has been sold and of a tentative turn off or reading date in order for Buyer's to change utilities ownership at closing.

H. SELLERS ESCROW DEPOSITS: If any, shall be current and returned to seller. If buyer, upon audit, purchases escrow deposits any escrow overage shall be paid to sellers and any escrow shortages to be paid by Seller. Buyers must contact Instance Agent prior to closing. The insurability of the buyers through the existing Insurance Company is strictly between buyers and insurance agency. In the event additional premium would be due, the buyer agrees to pay additional premiums. If buyer cannot assume sellers Homeowners insurance, buyer shall pay their own Insurance policy through the company of their choice with information being provided to attorney at closing.

I. NEW LOAN: "Amendatory Clause": Buyers and Sellers agree to complete the current Lender required Amendatory Clause Statement, that upon signatures becomes a part to this sales contract. Amendatory Clause Statements may require the property to appraise for the sales price. If property appraises for less than the sales price, the seller may void this contract if buyer is not willing to pay the difference. If the home appraises for more than the sales price, both parties are bound by their written sales price.

J. SPECIAL PROVISIONS: Seller shall gift all equity in subject property above the loan amount to act as down payment for buyer. The gift of equity shall equal no less than **0%** of the agreed upon purchase price.

K. TITLE AND CONVEYANCE: Warranty Deed, conveying merchantable Title, subject to government regulations, recorded restrictions and easements, if any, which do not materially affect the value of the property, shall make Conveyance to Buyers.

L. SURVIVAL OF CONTRACT: All express representations, warranties and covenants contained herein shall survive delivery of the deed except where herein specified to the contrary. All other contractual obligations shall terminate with closing.

M. TERMITE CERTIFICATE: **Seller shall/ SHALL NOT furnish Buyer**, prior to or at closing, a certification from a licensed, reputable termite control company, that subject property shows no evidence of termite or other wood destroying insect infestations

N. OPTIONAL WARRANTY: A one year Buyer protection plan will/ **WILL NOT** be provided at the time of conveyance.

O. CONDITION OF PROPERTY AND ACCEPTANCE: The property is being purchased "as is" and "where is" with the exception of matters addressed in this paragraph and paragraph 10. Seller agrees to complete and provide to Buyer a copy of SELLERS DISCLOSURE STATEMENT, required by State Law.

P. DAMAGE BY FIRE, ETC.,: This contract is further conditioned upon delivery of the property in its present condition and in the event of material damage by fire before closing, Buyer may declare contract void and shall be entitled to the return of his earnest money, or Buyer may elect to complete the transaction in accordance with this contract provided the property is restored by Seller prior to closing of the sale.

Q. AGREEMENT OF PARTIES: This contract incorporates all prior agreements between parties and contains the entire and final agreement of both parties. Therefore, this contract can not be changed without written consent of both parties. Neither party has relied upon any statement or representation made by the other party outside of contents of this contract. Neither party shall be bound by any terms, conditions, verbal statements, warranties or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine parties as the context may require.

R. DISCLOSURE TO PURCHASER: If either party does not have representation and considers it necessary, wither party can obtain agency representation of a lawyer or real estate broker or both. Buyer hereby acknowledges receipt of a duplicate original hereof.

S. HOME INSPECTION: Buyers **do**/do not waive right to a Professional Home Inspection.

BUYER _____

BUYER _____

SELLER _____

SELLER _____