

AGREEMENT FOR THE SALE OF REAL ESTATE /CONTRACT OF SALE

PARTIES:

_____ (name) _____, as "Seller", of _____ (address) _____,
Phone: _____,

and

_____ (name) _____ as "Buyer" of _____ (address) _____,
Phone: _____,

hereby agree that the Seller shall sell and convey to Buyer, who hereby agrees to purchase:

I. DESCRIPTION:

- a) Legal description of real estate ("Property") located in _____ County: _____:
- b) Street address, if any, of the Property being conveyed is: _____
- c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

II. TOTAL PURCHASE PRICE _____ \$

which will be paid to Seller by Buyer as follows:

- a) Cash deposit(s) at the signing of this Agreement in the amount of _____ \$
- b) Cash or check within _ days of the effective date of this Agreement in the amount of _____ \$
- c) Cash or check at time of closing in the amount of _____ \$

III. MORTGAGE CONTINGENCY

WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may still obtain mortgage financing

ELECTED. This sale is contingent upon Buyer obtaining mortgage financing as follows within _____ days from the execution of this agreement:

Mortgage lender _____, at an interest rate not to exceed _____ percent (____%);

Buyer agrees to make application for, and to use reasonable diligence to obtain the mortgage loan.

Should Buyer fail to obtain the mortgage loan within said time, Buyer may cancel this Agreement.

Should Buyer fail to cooperate in good faith in processing the mortgage loan application, which results in the mortgage lender refusing to approve a mortgage loan commitment, Buyer will be in default of this Agreement



Buyer Initials _____

Seller Initials _____

IV. CONDITION OF PROPERTY

Property is sold in its present physical (as-is) condition as of the date of _____

V. PROPERTY INSPECTION CONTINGENCY

Buyer acceptance of the condition of, and any other matter affecting the Property, is a contingency of this agreement.

Within the contingency period of _____ days, Buyer, at the Buyer's expenses, may have inspections, certifications and/or investigations completed by properly licensed or otherwise qualified professionals and may include, but are not limited to: structural components, roof, exterior windows and exterior doors, swimming pools, hot tubs and spa, appliances, plumbing, heating and cooling systems.

VI. TITLE

Property will be conveyed with good and marketable title as is insurable by a reputable title insurance company at the regular rates, free and clear of all liens and easements EXCEPTING HOWEVER the following: building restrictions, zoning, _____

Buyer shall receive a grant deed conveying title at closing.

Within _____ days from the date of this Agreement, Seller shall, at his expense, deliver to Buyer or his attorney, a title insurance commitment with fee owner's title policy premium to be paid by Seller at closing.

VII. TIME FOR ACCEPTANCE AND EFFECTIVE DATE

If this offer is not executed by both of the parties hereto on or before _____, the aforesaid deposit(s) shall be, at the option of the Buyer, returned to him and this offer shall thereafter be null and void. The effective date of contract shall be the date when the last one of the Seller and Buyer has signed this offer.

VIII. ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:

- a) Items included in sale: ALL EXISTING fixtures and fittings that are attached to the property
- b) Items excluded from sale: _____

IX. DATE OF CLOSING

This transaction shall be closed and the deed and other closing papers delivered on the ____ day of _____, 20__, unless extended by other provisions of Contract, or by written agreement of the Parties.

At closing, unless otherwise agreed in writing, Seller shall provide keys and or means to operate all locks, mailboxes, security systems, alarms and garage door openers.



Buyer Initials _____

Seller Initials _____