SAMPLE

AGREEMENT TO PURCHASE REAL ESTATE

	_	erein "Purcha		•	-					
of		, State	of			, tl	ne legal	description	of	which
1S:										
upon th	e following t	erms and cond								
1.	Purchase Price	ce and Conditi	ions of Payr	nent						
The	purchase pri	ice shall be					Dollars ((\$) to b	e paid in
		subparagraph								
	A: <u>Cash.</u> Th	e purchase pri	ce shall be p	oaid in its e	ntirety in c	ash at the	time of clos	sing the sale.		
subj acce such	ect, however eptance of n financing c	bject to New this offer by monthly instrannot be obtained any earness	ser's ability by Seller i allments, in ined within	to obtain in the an cluding int the time s	a first mount of erest at a repecified above	ortgage \$ ite not to ove then	loan withir, exceed either Purch	payable in naser or Seller	_days not le % finar	after the ess than ncing. If
afte in fa	r deducting favor of	oject to Existing from the purch days approximatel	nase price thated	ne then out	standing ba	lance due original	and owing amount of S	under the ex	isting i	mortgage
clos exis appr assu any	ing of the sa ting mortgag roximately \$ imes and agr	th Assumption le after deduce ge in favor of rees to pay in ments coming of the coming	accordance	ne purchase , da , a with its te	e price the to ateds ofs rms and to	perform	anding bala , 20, , 20, all of its pr	nce due and o ,having a pre which the provisions; pure	owing uesent baurchase chaser	under the alance of er hereby shall pay
atta clos	ched hereto a	Land Contraction of the Land incorporate shall be \$_per annum.	ed into this	contract by	this refere	nce. The	down paym	nent to be mad	de at th	e time of
2.	Earnest Mon	ey Deposit								
puro mor Sell as a	chase price a ney deposit s er and Purch nd for liquid	ney Purchaser at the time of hall be promp aser shall fail ated damages edy, which ma	closing the otly refunded to perform suffered by	sale. In the sale. In the terms of Seller. Se	see event the ser by the of this agree ller is not,	at this off broker. I ment the nowever,	Fer is not ac n the event earnest mo	scepted by Se that this offer ney deposit sl	ller thi r is acc hall be	s earnest cepted by forfeited

SAMPLE (continued)

3. Real Estate Taxes, Assessments, and Adjustments

Real Estate Taxes accrued against the property shall be prorated through the date of closing the sale and Seller shall pay all taxes allocated to the property through that date of acceptance of this offer to purchase. Rents, if any, shall be prorated through the date of closing and all rent deposits shall be transferred to Purchaser. Existing casualty insurance shall be canceled/prorated through the date of closing.

4. Title to the Property

5. Possession of the Property

8. General Conditions

Seller shall provide purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense and at Seller's option an abstract of title to the property brought down to date or an owner's policy of title insurance in an amount equal to the purchase price, said abstract of policy to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the abstract or title policy fails to show marketable or insurable title in Seller a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

Purchaser shall be given possession of the property on, 20 A failure on the part of Seller
to transfer possession as specified will not make Seller a tenant of Purchaser, but in such event Seller shall pay to
Purchaser \$per day as damages for breach of contract and not as rent. All other
remedies, which Purchaser may have under law, are reserved to Purchaser.
6. Risk of Loss
The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be void able at Purchaser's option and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded.
7. Improvements and Fixtures Included
This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, Venetian blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, fences and
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It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State

SAMPLE (concluded)

9. Special Conditions		
10. Time for Acceptance	e and Closing	
This offer is void if not the	accepted by Seller in writing on or before, 20	0 A.M./P.M. o
	all take place days after Purchaser's r or title insurance binder showing insurable title in Seller	
This offer is made	at, State of, 20	, thi
	_	(PURCHASER
	_	(PURCHASER
cceptance by Seller		
pove. The undersigned he	nase real estate is hereby accepted in accordance with the reby agrees to pay a brokerage fee of \$, broker, in accordance with the existing listing contract	to
eated this	day of	, 20
	_	(SELLER
		(SELLER