

REAL ESTATE SALES CONTRACT

Date: _____, 20____

PARTIES: _____ as "Buyer" of
_____ Phone: _____
and _____ as "Seller" of
_____ Phone: _____

hereby agree that the Buyer shall buy and the Seller shall sell real property described below under the following terms and conditions:

Street Address: _____

Legal Description:

PURCHASE PRICE: The full purchase price shall be \$_____ payable as follows:

- a) Deposit held in escrow by _____ \$_____
 - b) New mortgage* to be obtained by Buyer _____ \$_____
 - c) Subject to [] , or assumption of [] mortgage* to
_____ with interest rate of _____%, payable
\$_____ per month, having an approximate balance of \$_____
 - d) Mortgage* and Note to be held by seller at _____% interest payable
_____ for _____ years in the amount of \$_____
 - e) Other _____ \$_____
 - f) Balance to close (U.S. cash, certified or cashier's check) subject to
adjustments and prorations, plus closing costs \$_____
- Total \$_____

*or deed of trust

1. FINANCING: Contingent upon Buyer obtaining a firm commitment for a mortgage loan for a minimum of \$_____ at a maximum interest rate of _____% for a term of at least _____ years. Buyer agrees to make application for and use reasonable diligence to obtain said loan.

2. EXISTING MORTGAGES: Seller represents to Buyer that the existing mortgage on the property is held by _____ and bears interest at _____% per annum with monthly payments of \$_____ principal and interest plus \$_____ for escrow. Said loan is fully assumable under the following terms:

_____.

3. CLOSING DATE & PLACE: Closing shall be on _____, 20____ at the office of the attorney or title agent selected by Seller.

4. ACCEPTANCE: If this contract is not executed by both parties on or before _____, 20____ it shall be void and Buyer's deposit returned.

5. PERSONAL PROPERTY: This sale includes all personal property listed on Schedule A. The parties agree that the portion of the purchase price attributable to these items is \$_____.

6. TITLE EVIDENCE: Seller shall purchase and deliver to Buyer at or before closing a title insurance policy, or if it is the prevailing custom in the locality, an abstract of title.

7. TITLE DEFECTS: In the event title is found defective, Seller shall have 60 days within which to remove such defects. If Seller is unable to cure them within such time, Buyer may cancel this contract and have all earnest money refunded or may allow Seller additional time to cure. Seller agrees to use diligent effort to correct the defects including the bringing of necessary suits.

8. PRORATIONS: Real and personal property taxes shall be prorated based upon the most recent available information. If closing occurs at a date when the current year's millage is not fixed, and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, that if there are improvements on the property completed by January 1st of the year of closing, which were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment. Any tax proration based upon an estimate may, at the request of either party, be subsequently readjusted upon receipt of the tax bill. Prepaid rents and other tenant deposits shall be prorated to the date of closing.

9. EXPENSES: The parties herein shall each pay half of the costs and fees for closing costs, documentary stamps and transfer and recording fees.

10. SPECIAL ASSESSMENTS: Certified, confirmed and ratified special assessment liens as of date of closing (and not as of closing date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer.

11. LIEN AFFIDAVIT: Seller shall, as to both the real and personal property being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller, and further attesting that there have been no improvements to the property for 90 days immediately preceding the date of closing. If the property has been improved within said time Seller shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers and materialmen, in addition to Seller's affidavit, setting forth the names of all such parties and further reciting that in fact all bills for work to the property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing.

12. CONTINGENCIES: Contingent upon satisfactory inspection of the premises by a licensed contractor.
13. TERMITES: Within 30 days of closing, the premises shall be inspected by a certified pest control operator acceptable to Buyer, and the cost of said inspection shall be paid equally by Buyer and Seller. In the event infestation by wood destroying organisms is indicated, either party may cancel this contract or Seller may treat the premises at own expense if acceptable to Buyer.
14. PLUMBING AND ELECTRICAL: Major appliances, heating, cooling, electrical, and plumbing systems to be in working order as of 6 days prior to closing. Buyer may inspect said items and shall report in writing to seller such items as found not to be in working condition. Unless Buyer reports failures by said date he shall be deemed to have waived Seller's warranty as to failures not reported. Valid reported failures shall be corrected at Seller's cost. Seller agrees to provide access for inspection upon reasonable notice.
15. RESTRICTIONS & EASEMENTS: Property is subject to easements, covenants and restrictions of record provided they do not affect Buyer's intended use of the property.
16. CONDOMINIUMS-1: If this property is a condominium, sale is contingent upon Buyer or his attorney approving the Declaration of Condominium and all Amendments thereto and any rules and regulations promulgated thereunder within 15 days of receipt from Seller.
17. CONDOMINIUMS-2: If this property is a condominium, Seller shall convey all rights therein including common elements such as parking spaces and cabanas, if any. This contract is contingent upon the approval by the association or developer, if required, and the parties shall equally pay all costs of approval and transfer. Any assessments shall be prorated as of closing.
18. ZONING & ORDINANCES: Property is subject to governmental zoning and ordinances. VIOLATIONS: Seller represents that he or she has received no notice of violation on the property of any building, health or other governmental codes or ordinances.
19. INGRESS & EGRESS: Seller warrants that there is ingress and egress to the property which is insurable by a title insurance underwriter.
20. POSSESSION: Seller shall deliver exclusive possession of the premises to Buyer at closing subject only to leases assigned to Buyer.
21. RISK OF LOSS: If the improvements are damaged by fire or other casualty prior to closing, and the cost of restoring same does not exceed 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the property as is together with either the 3% or any insurance proceeds available by virtue of such loss or damage, or of cancelling this contract and receiving return of deposits made hereunder.
22. DEFAULT: If the Buyer fails to perform under this contract within the time specified, the deposit(s) paid by the Buyer may be retained by the Seller as liquidated damages, consideration for the execution of this contract and full settlement of any claims, whereupon all parties shall be relieved of all obligations under this contract. If, for any

reason other than failure of Seller to render his title marketable after diligent effort, Seller fails, neglects, or refuses to perform under this contract, Buyer may proceed at law or in equity to enforce his rights under this contract.

23. ARBITRATION: In the event of any dispute under this contract the parties agree to binding arbitration under the rules of the American Arbitration Association.

24. CONVEYANCE: Conveyance shall be by Warranty Deed subject only to matters excepted in this contract. Personal property shall, at the request of Buyer be conveyed by an absolute Bill of Sale with warranty of title subject only to such liens as provided herein.

25. SEVERABILITY: In the event any clause in this contract is held to be unenforceable, or against public policy, such holding shall not affect the validity of the remainder of the contract unless it materially alters the terms hereof.

26. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon the parties unless incorporated into this contract. No modification or change in this contract shall be binding unless in writing and signed by the party to be bound thereby.

Having read the foregoing, the undersigned hereby ratify, approve and confirm the same as our agreement.

Witnesses:

Sellers:

Buyers:
