

SALES AGREEMENT

This agreement is made by and between _____

_____ (the "Seller") and _____
_____, (the Buyer), who agree as follows:

1. The Seller agrees to sell, and the Buyer agrees to buy:

2. In exchange for the Property, the Buyer agrees to pay to the Seller the sum of \$_____, payable according to the terms of a promissory note, a copy of which is attached to this agreement and incorporated into this agreement by reference (the "Note").

3. The Seller retains a security interest in the Property to secure payment and performance of the Buyer's obligations under this agreement and the Note. Upon any default by the Buyer in the performance of any such obligations, the Seller may declare all obligations immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code enacted in the state the laws of which govern the terms of this agreement.

4. This agreement shall be governed by the laws of _____.

5. If any part of this agreement is adjudged invalid, illegal, or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

6. This agreement shall be binding upon the parties, and upon their heirs, executors, personal representatives, administrators, and assigns. No person shall have a right or cause of action arising out of or resulting from this agreement except those who are parties to it and their successors in interest.

7. This instrument, including any attached exhibits and addenda, constitutes the entire agreement of the parties. No representations or promises have been made except those that are set out in this agreement. This agreement may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF the parties have signed this agreement under seal on

_____.

Seller:

Buyer:
