### **SAMPLE**

## AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (here located at			•	-			,			
of	, State	of				_, the	legal	description	of	which
is:										
upon the following terr	ns and cond	litions:								
1. Purchase Price	and Conditi	ons of Pay	ment							
The purchase price	shall be						Dollars (	\$	) to be	e paid in
accordance with su	bparagraph				_, below	<b>':</b>	`			1
A: Cash. The p	ourchase pri	ce shall be	paid in its	entirety	in cash	at the tin	ne of clos	ing the sale.		
B: Cash Subject, however, acceptance of the such financing can this agreement and	to Purchasis offer boothly instantal	ser's ability y Seller allments, ir ined withir	y to obtain the and the concluding in the time so	n a fir mount terest a specifie	st mort of \$_ t a rate d above	not to exe then eith	n within , ceed ner Purch	payable in % aser or Seller	days a not le 6 finan	after the ess than acing. If
C: <u>Cash Subject</u> after deducting from in favor of mortgage debt is ap	m the purch	nase price t	he then out	tstandin	ig balan	ce due ar	d owing	under the exi	sting n	nortgage
D: Cash With closing of the sale existing mortgage approximately \$ assumes and agree any and all payment paid by	after deduc in favor of s to pay in its coming of	ting from to	he purchase, d	e price ated as of erms an	the ther	rform all	ling balar _, 20, , 20, of its pro	nce due and o having a pre- which the pu ovisions; purc	wing u sent ba irchaser haser s	inder the lance of r hereby shall pay
E: Sale by La attached hereto and closing this sale s	l incorporat shall be \$_	ed into this	contract by	y this re	eference	. The do	wn paym	ent to be mad	e at the	e time of
2. Earnest Money	Deposit									
As earnest money purchase price at to money deposit shall Seller and Purchase as and for liquidate or equitable remedy	he time of ll be promp er shall fail ed damages	closing the tly refunde to perform suffered by	sale. In t d to Purch the terms Seller. So	he ever aser by of this a eller is	nt that the broagreement, how	his offer ker. In the ent the ear wever, pre	is not ac ne event rnest moi	cepted by Sel that this offer ney deposit sh	ler this is according to the second s	s earnest epted 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	and Closing			
This offer is void if not the	accepted by Seller in wi	riting on or befo	re, 20	A.M./P.M. o
	all take place or title insurance binder			of an abstract showing
This offer is made	at _day of		, State of	, thi
				(PURCHASER
				(PURCHASER
acceptance by Seller				
The foregoing offer to purch bove. The undersigned he	eby agrees to pay a broke	rage fee of \$		
eated this	day of			·
				(SELLER
				(SELLER