

REAL ESTATE SALES CONTRACT

_____, 20____

1. PROPERTY: The undersigned ("Buyer") hereby agrees to purchase from the undersigned ("Seller") the following real property, to-wit: LOTS: _____, BLOCK: _____; _____ ADDITION, to _____ (City/Town), _____ County, which street address is: _____ together with all the improvements and appurtenances, if thereunto belonging, subject to the existing zoning ordinances, restrictions, easements, and mineral rights previously reserved or conveyed of record; upon the following terms and conditions:

2. TERMS: Buyer shall pay for the Property the sum of _____ Dollars (\$ _____).

The sum of \$ _____ (check/cash) as Earnest Money has been deposited with _____ is to be applied to the purchase price.

- (a) Loan cost paid by: Buyer _____ Seller _____
- (b) Prepays required by lender: Buyer _____ Seller _____
(taxes/insurance)
- (c) Escrow closing fee: Buyer _____ Seller _____
- (d) Recording fees: Buyer _____ Seller _____
- (e) Documentary Stamps: Buyer _____ Seller _____
- (f) Additional Provisions: _____

3. TITLE EVIDENCE: Seller shall furnish the Buyer title evidence covering the Property, which shows marketable title vested in the Seller.

4. COMMITMENT FOR OWNER'S TITLE INSURANCE POLICY: The premium for such Policy, average abstracting, including the attorney's fees for examination of the abstract, the Mortgagee's Title Insurance Policy, and loan survey shall be paid _____ by Seller and _____ by Buyer.

5. Until closing the risk of loss of the Property by fire, casualty, or otherwise shall be upon the Seller. After closing such risk shall be upon the Buyer. Buyer by closing, or taking possession of the Property, shall be accepting the Property, in the condition existing at closing. Buyer is purchasing the Property based on Buyer's own inspections and NO WARRANTIES are expressed or implied by the Seller.

6. CLOSING/POSSESSION: This transaction shall be closed on or before _____, 20____, unless closing is extended by written agreement of Seller and Buyer with legal possession delivered to Buyer at the time of closing.

7. DEFAULT: If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to the Seller.

8. THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD SEEK LEGAL ADVICE.

(Print Buyer's name exactly as title will be taken)
SS# _____

(Signature)

(Print Buyer's name exactly as title will be taken)
SS# _____

(Signature)

Buyer Phone # _____ (home) _____ (work)

(Print Seller's name as in title)
SS# _____

(Signature)

(Print Seller's name as in title)
SS# _____

(Signature)

Seller Phone # _____ (home) _____ (work)