

# AGREEMENT FOR SALE & PURCHASE OF REAL ESTATE

THIS AGREEMENT is made this \_\_\_\_\_ (date) by and between \_\_\_\_\_ "Seller" whose address is \_\_\_\_\_ and \_\_\_\_\_ "Buyer" whose address is \_\_\_\_\_.

1. **AGREEMENT TO SELL PROPERTY:** The parties hereby agree that Seller will sell and Buyer will buy the following property located and situated in the city of \_\_\_\_\_, \_\_\_\_\_ (Your State) known by street and address as \_\_\_\_\_ more particularly described as follows:

LEGAL DESCRIPTION: \_\_\_\_\_, PARCEL/TAX ID \_\_\_\_\_.  
The sale shall also include all personal property and fixtures except \_\_\_\_\_.  
Unless specifically excluded, all other items will be included whether or not affixed to the property or structure(s).

2. **DEPOSIT:** The deposit shall be in the amount of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_ ) and held by \_\_\_\_\_.

3. **PURCHASE PRICE:** The Total Purchase Price of the Property to be paid by Buyer is as follows:  
\$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) and shall be paid as follows:

\$ \_\_\_\_\_ Buyer Downpayment  
\$ \_\_\_\_\_ Buyer Balance To Be Paid By Cash or Financing At Buyers Discretion

4. **SELLER FINANCING:** Buyer and Seller shall execute a promissory note in the amount of \$ \_\_\_\_\_.

5. **SETTLEMENT EXPENSES:** Buyer and Seller shall each pay own settlement expenses.

6. **SETTLEMENT/CLOSING:** Settlement/closing to be on or before \_\_\_\_\_ at a time and place designated by buyer. Closing shall be extended up to 10 additional days if needed to procure settlement of this property, typically to resolve title issues or closing coordination. Seller agrees to convey clear title by general warranty deed. Buyer and seller each pay own closing costs. Typical seller closing costs are less than \$500.00.

7. **AGENCY INTEREST DISCLOSURE.** Buyer and Seller acknowledge that no brokerage relationship exists with any agent involved in this transaction. Both Buyer and Seller are unrepresented parties. Seller is selling as For Sale By Owner. Buyer is buying or assigns as an Investment Company. Buyer is  is not  a licensed (State) Real Estate Agent.

8. **SELLER DEFAULT:** Time is of the essence. Should the Seller delay closing and/or fail to close on time for any reason whatsoever, this agreement will be considered mutually extended in perpetuity.

9. **POSSESSION:** Seller shall surrender possession to the property in its current "as-is" condition at closing. This paragraph shall survive the closing of title. Buyer is entitled to do a final walkthrough of property prior to closing to verify condition.

10. **INSPECTION:** This agreement is subject to the final inspection and approval of the property by the Buyer in writing. Prior to this Buyer may cancel this agreement. Seller is fully bound to this agreement upon time of signing the agreement.

11. **OTHER PROVISIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS IS A LEGALLY BINDING AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE PRIOR TO SIGNING.

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date