

Real Estate Purchase and Sales Agreement

Parties' _____ (SELLER) and _____ (BUYER) which terms may be singular or plural and will include the heirs, successors, personal representatives and assigns of Seller and Buyer, hereby agree that Seller will sell and Buyer will buy the following property, upon the following terms and conditions if completed or marked. In any conflict of terms or conditions, that which is added will supersede that which is printed or marked. The Property is in _____ County, and is described as follows (If lengthy, attach legal description):

Address _____ ZIP _____

Seller will sell and Buyer will buy upon the following terms and conditions, if completed or marked. Any conflict of terms or conditions, subsequently added, and agreed to in writing by the parties, will supersede that which is printed or marked in this Agreement. It is understood that the Property will be conveyed by Warranty Deed (unless otherwise required), with covenants, restrictions, and easements of record.

1. Total Purchase Price to be paid by Buyer is payable as follows:

- A. Earnest money deposit check or promissory note , shall be due and payable within five (5) business days of receipt of Lender/Lien Holder(s)'s Short Sale Approval held with Attorney or Title Company of Buyer(s)'s Choice, unless sooner forfeited or returned, according to the provisions of this Agreement \$ _____
- B. Balance due at closing (not including Buyer's closing cost, prepaid items or pro-rations) in U.S. cash or locally drawn certified or cashier's check approximately exactly \$ _____
- C. Total Purchase Price approximately exactly **Or the Total Purchase price will be the negotiated balances of all liens, mortgages and closing costs.** \$ _____

SELLER understands that this transaction is a short sale and is contingent upon acceptance of short pay offers negotiated BY BUYER with the current lien holder(s) on the property that are SATISFACTORY TO BUYER as payment in full by all current lien holders and that SELLER will receive NO funds at closing.

2. Closing Costs Seller/Lender Will Pay:

Document Preparation fee Note stamps Intangible tax Funding Fee Courier Fees Wire Fees Overnight Fees Title Clearing Fees Utility Fees or Liens Management Fees Property Protection Fee Lien Search Transfer tax Title insurance policy Attorney's fee Real estate brokerage fee Loan discount not to exceed _____ Satisfaction and recording fee Wood destroying organism report Appraisal fee Survey Other _____

3. Closing Costs Buyer Will Pay:

Recording fees Note stamps Intangible tax Credit reports Loan transfer and assumption charges VA funding fee Loan origination fee Loan insurance premium Loan discount not to exceed _____ Wood Destroying Organism Report Appraisal Survey Title Insurance Policy Other _____

4. Pro-rations: All taxes, rentals, condominium or association fees, prepaid hazard insurance premiums (if assumed), monthly mortgage insurance premiums and interest on loans will be prorated as of the date of closing.

5. Survey: Within days _____ after date of acceptance, Seller will deliver to Buyer or closing attorney A new staked survey dated within 3 months of closing showing all improvements now existing thereon and certified to Buyer, lender and the title insurer A copy of a previously made survey of the Property showing all improvements now existing thereon No survey is required.

6. Title Examination, Place and Time for Closing:

- A. If title evidence and survey show Seller is vested with a good, clear and marketable title, subject to permitted title exceptions contained in a national title insurance company commitment at its standard rates (permitted exceptions are for restrictive covenants, leases, survey, current taxes, zoning ordinances and easements of record), the transaction will be closed and the deed and other closing papers delivered on or before **30 days from Lien Holder Approval** with any extensions necessary to be automatically agreed to by the parties hereto in order to complete paperwork, unless extended by other conditions of this Agreement or this Agreement is canceled by the Buyer. Buyer to select closing attorney or Title Company which is:

_____ Seller(s) understand that Closing Agent (Attorney or Title Company) does not represent me in this transaction or any aspect of it. Buyer may choose to record a Notice of Purchase and Sale.

- B.** If title evidence or survey reveal any defects which render the title uninsurable, Buyer will have 7 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence (including payment of money) to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to Buyer of evidence that such defects have been cured. Seller agrees to pay for and discharge all due or delinquent taxes, liens and other encumbrances, unless otherwise agreed. If Seller is unable to convey to Buyer a good, clear and marketable title, Buyer will have the right to terminate this Agreement, at the same time returning to Seller all title evidence and surveys received from Seller, OR Buyer shall have the right to renegotiate this agreement with Seller and accept such title as Seller may be able to convey, which election will be exercised within 10 days from notice of Seller's inability to cure. Closing attorney or Title Company will then close upon the modified agreement.

7. Loss or Damage: If the property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will be an obligation of the Seller and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowing at closing. In the event cost of restoration exceeds 3% of the assessed valuation of the improvements and the Seller declines to repair or restore, Buyer will have the option of either taking the Property as is, together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.

8. Property Condition and Inspection: Seller shall deliver the Property in the same condition as they were on the date of this Agreement, normal wear and tear excepted, and they shall be in a clean and ready to occupy condition, except as otherwise specified herein. Seller further certifies and represents that Seller knows of no latent defects to the Property and knows of no facts materially affecting the value of the Property except the following: **See Checklist of Repairs**

This Agreement is subject to an inspection of the Property and approval by Buyer and/or his associates after acceptance of this Agreement by Seller. If not already on, Seller shall have all utilities on for inspection and shall notify Buyer when they are on. In the event any system, appliance, roof, foundation or structural member, etc., shall be found defective, Buyer shall notify Seller at or prior to closing and Seller shall thereupon remedy the defect forthwith at his sole expense (in which case the time for closing shall be extended as may reasonably be necessary) or, in the event the cost of such repairs shall exceed 5% of the "Total Purchase Price", Seller may elect not to make such repairs and Buyer may elect to renegotiate this Agreement, accepting such amount as Seller may agree to pay, then take the Property in its "AS-IS" condition, OR terminate this Agreement and receive a full refund of all earnest monies hereunder. Seller guarantees that the appliances remaining with the dwelling and the heating, air conditioning, plumbing and electrical systems, where applicable, will be in operating condition at the time of closing.

9. Contingencies: Buyer(s) will use reasonable efforts to attempt to obtain a reduced payoff ("Short Sale") from Seller(s)'s Lender/Lien Holder(s). This Agreement is specifically contingent upon Seller(s)'s Lender/Lien Holder(s) approval of a Short Sale payoff at the Purchase Price and terms acceptable to Buyer(s) (the "Approval"). Seller(s) understand that Buyer(s) will not be representing Seller(s) or performing services on Seller(s)'s behalf, but on Buyer(s)'s own accord in trying to make this deal work for the Buyer(s). Neither Buyer(s), nor any third-party service provider, has made any promises as to the likelihood of success in obtaining a Short Sale or the amount of any deficiency, if any. Neither Buyer(s), nor any third-party service provider, has made Seller(s) any promises, guarantees or representations about his/her/its ability to complete this task. Seller(s) understand fully and completely that, if Buyer(s) or the third-party service provider is not able to negotiate the short sale with the Lender/Lien Holder(s), the Lender/Lien Holder(s) may proceed with foreclosure. The Buyer(s) has agreed to pay the Negotiated Purchase Price on the Closing Date upon procuring a future purchaser, even though this may be less than what Seller(s) could expect to gain from either curing the loan and/or negotiating a workout or forbearance with Seller(s)'s Lender/Lien Holder(s) and/or refinancing the debt and/or placing the Property for sale on the open marketplace either by Seller or through a real estate broker and that *Seller(s) is/are knowingly and willingly agreeing to accept this consideration knowing these options and other potential options are available to Seller.*

Seller(s) have not been promised any other consideration or money other than as stated herein. Seller(s) have not been promised anything other than what is described in the Agreement. There are no unresolved issues, no "side agreements," and there are no other terms not disclosed in the Agreement between Seller(s), Buyer(s) or Agents(s) in order to entice, induce or otherwise defraud current lien holders in this transaction. Seller(s) shall pay no compensation to Buyer in consideration of Seller(s) shall pay no compensation to Buyer in consideration of Seller(s) working with Seller(s)'s Lender/Lien Holder(s).

10. **Occupancy:** Seller represents that there are no parties in occupancy other than Seller and Buyer will be given occupancy at closing. Any belongings, furniture or fixtures remaining on property after closing and transfer of possession shall be considered as abandoned and Buyer shall have the right of disposal of same. Any tenant, if appropriate, shall be terminated and shall have vacated the Property prior to the closing of this Agreement, unless otherwise agreed to by Buyer in writing. Seller agrees to vacate property upon request of Buyer. Property is currently Vacant Occupied Rented

11. **Personal Property:** Included in the purchase price are all fixed equipment including all window treatments, built-in appliances, refrigerator, floor coverings, stove, air conditioner(s), ceiling fans, attached lighting fixtures, mailbox, fence, storage building, plants, yard ornaments and shrubbery as now installed on the property, and these additional items which will be conveyed by Bill of Sale at the time of closing: _____
Items specifically excluded from this Agreement: _____

12. **Disclosures:** Sale is subject to Lender/Lien Holder(s) approval on a short sale. The Lender/Lien Holder(s) will do their own independent valuation of the property. Their decision to discount the lien and take a loss will be subject to their own internal review and independent of any party to the transaction. Once purchase and sale agreement is signed by Seller(s), Buyer(s) will have right to immediately list, market, lease, negotiate for sale, or lease option the subject property, conditioned upon buyer closing the transaction contemplated by this Agreement. By providing a short sale approval/payoff letter, lien holder(s) agree to any and all provisions of this Agreement and any addendum thereto, and shall hold harmless any and all parties to the transaction including but not limited to: Buyer(s), Seller(s), BPO Agents, Appraisers, Realtor(s)[®], Real Estate Brokers, Agents, Attorneys, Trustees, Title Companies, Title Insurers, claims, suits, damages from this transaction and any other parties in any subsequent transaction involving the subject property, subject to any limitation expressly provided under the applicable law. Property is to appraise at or above purchase price. This Agreement is contingent upon buyer's acceptance of a home inspection to be performed within 15 days of lien holder approval. Seller(s) shall not lease back or buy back the Property from Buyer(s) nor shall Seller(s) be allowed to remain in the Property after Closing. Buyer(s) may be a wholesale investor and the Purchase Price may be significantly less than the current fair market value of the Property. Seller(s) hereby grants Buyer(s) the right to list for sale with a licensed real estate agent, market, negotiate and /or enter into an agreement to sell the Property to a future purchaser. It is hereby disclosed to Seller(s) and Seller(s)'s Lender/Lien Holder(s) that Buyer(s) is purchasing the Property with the intent of reselling for a profit. If Buyer(s) is unable to procure a future purchaser for the property, the property may go into foreclosure.

13. **Default and Attorney's Fees:** If Buyer defaults on this agreement; all deposits will be retained by the Seller as full settlement of any claim, whereupon Buyer and Seller will be relieved of all obligations under this agreement. Seller agrees that Buyer shall not be liable for, and Seller expressly waives any right to any damages for any losses incurred by Seller by whatever means that may arise directly or indirectly from this proposed transaction and Buyer shall in no way be held liable for any consequential or incidental damages. If Buyer defaults under this Agreement, the Seller may not seek specific performance but is limited to a return of Buyer's deposit(s), such return being construed as a waiver of any action for damages resulting from Buyer's breach. If Seller defaults on this agreement before or after all negotiations are completed, any monies retained by Seller must be returned to Buyer. Buyer may not seek specific performance but is limited to a return of Buyer's deposit(s), such return being construed as a waiver of any action for damages resulting from Seller's breach. In connection with any litigation arising out of this Agreement, the prevailing party will be entitled to recover all costs including reasonable attorney's fees.

14. **Zoning:** Seller warrants Property is zoned residential. Should Buyer discover any proposed zoning change unacceptable to Buyer, Buyer may void this Agreement.

15. **Re-sale of Property:** Seller understands Buyer may resell the property for a profit immediately or in the future after closing on the purchase of my property. This agreement assigns the rights to the Buyer and/or Buyers agents the rights to immediately list for sale, market which includes but not limited to local multiple listing service (MLS). Buyer shall retain right to accept, decline or counter any future offer on property effective upon execution of this document. The Buyers obligation to close under this agreement is contingent Buyer procuring a future purchaser to successfully close of said property acceptable to Buyer. Buyer will not expend monies to close on said property. If Buyer is unable to procure a future purchaser for the property, the property may go into foreclosure. Buyer may record among the public records of the county in which the Property is located a Notice of Purchase and Sale.

16. **Maintenance and Access:** Until title is delivered, Seller will make reasonable attempt to maintain all heating, sewer, plumbing and electrical systems and any appliances remaining with the Property, and other equipment in normal working order and to keep the roof water tight and to maintain the grounds. Seller will notify Buyer if unable to maintain property or contract company to maintain property. Buyer has the right to access property at any time, make repairs, show the Property to prospects, lenders, contractors or partners, and to post signs for sale, rental or rent to own before closing.

17. **Survival of Agreement:** This Agreement shall survive the closing, execution and delivery of the Warranty Deed (unless otherwise required), as agreed herein by the undersigned. Buyer intends to buy, sell, rent or trade for a profit.

18. **Broker's Fee** (Check and complete the one applicable)

IF A LISTING AGREEMENT IS CURRENTLY IN EFFECT: Seller agrees to pay the broker named below, including cooperating subagents named according to the terms of an existing, separate listing agreement. Buyer and Seller are relieved from any obligations if marketable title cannot be obtained or any contingencies cannot be met. Cooperating Commission: or

IF NO LISTING AGREEMENT IS CURRENTLY IN EFFECT: Seller will pay the broker named below, at the time of closing, from the disbursements of the proceeds of the sale, compensation in the amount of ___% of gross purchase price for broker's services in effecting the sale by finding the Buyer ready, willing and able to purchase pursuant to the foregoing Agreement. If Buyer fails to perform and deposits are retained, 50% thereof, after deduction of costs assessed against the deposit, (but not exceeding the broker's fee above provided) will be paid broker, as full consideration for broker's services including costs expended by broker and the balance will be paid to seller. If the transaction does not close because of refusal or failure of Seller to perform, Seller will pay the full fee upon demand. In any litigation arising out of the Agreement concerning the broker's fee, the prevailing party will recover reasonable attorney's fees and costs. Buyer and Seller are relieved from any obligations if marketable title cannot be obtained or any contingencies cannot be met.

Name of Agent of Broker: _____

19. **Assignment:** Parties hereto agree that Buyer shall have the right to assign this Agreement and the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors, representatives, heirs and assigns.

20. **Additional Terms, Conditions or Addenda:**

Short Sale is contingent upon Lender/Lien Holder(s) approval

21. There are no other agreements, promises or understandings (verbal or oral) between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under _____ Law and if not understood, parties should seek competent legal advice. If any signature is faxed or digitally produced it shall have the same legal force.

SELLER(S) HAS COMPLETELY READ THIS AGREEMENT BEFORE SIGNING IT AND SELLER(S) AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

SELLER(S) UNDERSTAND THAT UNDER THIS AGREEMENT SELLER(S) IS/ARE SELLING THE HOME TO THE OTHER UNDERSIGNED PARTY.

SELLER: _____

BUYER: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

Signature: _____

Signature: _____

Print: _____

Print: _____

