

# SAMPLE REAL ESTATE SALES AGREEMENT

This Agreement is entered into by and between [*name of person selling the real estate*], an individual with an address of [*address of seller*] ("Seller"), and [*name of person/firm buying real estate*], an individual with an address of [*address of buyer*] ("Buyer").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Seller and Buyer agree as follows:

1. SALE OF PREMISES. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following Premises:

[*legal description of property being sold*].

The sale shall include all improvements and fixtures attached to the Premises and used in connection therewith, if any. The sale shall also include the following: [*list any items of personal property included in sale, e.g. "one refrigerator"*]. The sale shall not include the following: [*list items excluded from sale*]. Seller will deliver to Buyer on the closing a bill of sale for any personal property sold, which Seller guarantees is fully paid for.

2. PURCHASE PRICE. The purchase price for the Premises and any items of personal property is \$[*purchase price of property, e.g. \$150,000.00*], payable on the closing as follows: [*list how purchase price will be paid, e.g. "in cash," "\$50,000.00 in cash, and \$100,000.00 in mortgage to seller," or "\$50,000.00 in cash, buyer to assume existing first mortgage in amount of \$100,000.00" etc.*]. All payments must be with cash or certified funds. Seller acknowledges receipt from Buyer of a deposit in the sum of \$[*list amount of deposit*] to be held in escrow pending the closing. The deposit will be applied to the purchase price at the closing.

3. DEED. On the closing, Seller will convey the Premises by a good and sufficient [*type of deed, e.g. quitclaim or warranty*] deed conveying a good and marketable title, free of all liens and encumbrances, except (i) all easements, rights of way, covenants and restrictions of record, (ii) current and future real estate taxes and assessments, (iii) zoning and other governmental laws and regulations, provided none of the foregoing interfere with the continued use of the Premises for its present use. Seller, at its sole cost, shall furnish Buyer with a preliminary report or abstract of title from a reputable title company as soon as possible after the execution of this Agreement. Buyer shall give written notice to Seller of any objections to title within 10 days.

4. CLOSING. The deed will be delivered and the purchase price paid on [*date sale will be finalized, e.g. "February 1, 1997"*], unless extended in writing by the parties. The closing will be held at [*list place the closing will take place*]. The sale will be closed according to the usual and customary closing procedures in effect in the county where the Premises is located. At the closing, Seller and Buyer agree to execute and deliver to the other all instruments required by law or which may reasonably be requested by the other party or the closing agent. The following closing costs will be paid by Seller: [*list closing costs, if any, paid by buyer*]. The following closing costs will be paid by Buyer: [*closing costs, if any, paid by buyer*].

5. MECHANIC'S LIENS. At the closing, Seller will furnish to Buyer an affidavit attesting that no work has been performed on the Premises for which a mechanic's or materialman's lien could attach. If any work was performed on the Premises for which a lien has or may attach, Seller will obtain and deliver to Buyer appropriate lien waivers and releases executed by all contractors, subcontractors and suppliers, in addition to the seller's affidavit.

6. DEFECTIVE TITLE. If Seller shall be unable to deliver title or make conveyance as provided herein, Buyer, at its option, may (i) terminate this Agreement whereupon the deposit shall be refunded to Buyer and all obligations of the parties shall cease, or (ii) waive the defects and accept whatever title Seller is able to convey, without any reduction in the purchase price and as a full performance by Seller.

7. POSSESSION. On the closing, the Premises and all improvements, fixtures and items of personal property, if any, will be delivered to Buyer in their present condition, reasonable wear and tear excepted. The Premises shall be free of all occupants, tenants and personal possessions, except as may otherwise be provided herein. Buyer shall be allowed to inspect the Premises prior to the closing to determine whether the Premises complies with this section.

8. ADJUSTMENTS. Current property taxes, regular and special assessments, water and sewer charges, fuel, rents, interest, insurance, operating expenses and other customary matters, if any, shall be prorated between the parties on the closing.

9. RISK OF LOSS. Seller, at its sole cost, shall keep the Premises insured for the full insurable value until the closing.

Seller shall bear the risk of all loss or damage to the Premises from all causes until the closing. Should there be any damage that is not restored by Seller to its former condition by the closing, Buyer, at its option, may (i) terminate this Agreement and any deposit shall be refunded to Buyer, or (ii) purchase the Premises and be entitled to all insurance proceeds upon payment of the purchase price.

10. MORTGAGE CONTINGENCY. The obligations of Buyer under this Agreement are expressly subject to Buyer obtaining a written commitment for a mortgage loan in the amount of \$*[list amount of mortgage buyer will seek to obtain]* at prevailing interest rates. Buyer agrees to apply for such mortgage with all due diligence. If Buyer shall be unable to obtain such mortgage commitment by *[list deadline for buyer to obtain mortgage]*, Buyer shall inform Seller in writing by such date and this Agreement will terminate and any deposit will be refunded to Buyer. If Buyer fails to notify Seller in writing by such date, Buyer shall be required to perform its obligations under this Agreement and this contingency shall lapse.

11. INSPECTION(S). The obligations of Buyer under this Agreement are expressly subject to Buyer obtaining, at Buyer's expense, a satisfactory inspection report from a qualified professional for the following: *[list any inspections to be performed on property, e.g. "termites" or "termites and roof" etc.]*. Buyer shall furnish Seller with a copy of such inspection report(s) by *[date by which buer must complete these inspections]*. If any such inspections reveal conditions unacceptable to Buyer, Seller may, at its option, repair such conditions or afford Buyer a credit at the closing, or Buyer may terminate this Agreement and any deposit will be refunded to Buyer. If Buyer fails to notify Seller in writing by such date, Buyer shall be required to perform its obligations under this Agreement and this contingency shall lapse.

12. BUYER'S DEFAULT. Upon default by Buyer, Seller, at its option, may (i) retain the deposit as liquidated damages as its sole remedy, or (ii) enforce this Agreement and pursue any and all remedies available at law or equity, including an action for specific performance and damages.

13. SELLER'S DEFAULT. Upon default by Seller, Buyer, at its option, may (i) treat this Agreement as terminated and be entitled to the return of the deposit, or (ii) enforce this Agreement and pursue any and all remedies available at law or equity, including an action for specific performance and damages.

14. BROKER'S COMMISSION. Seller and Buyer promise that they have not dealt with any broker or finder in connection with this sale. In the event of any claim by any broker or finder, the party who procured such broker or finder will pay the claim in full.

15. ATTORNEY'S FEES. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement and understanding between the parties and is subject to no understandings, conditions or representations that are not set forth herein. This Agreement may only be amended in writing and signed by both parties. Time is of the essence in the performance of this Agreement.

17. JOINT AND SEVERAL LIABILITY. Each person signing this Agreement as Seller and Buyer shall be jointly and severally liable for the performance of every term and condition of this Agreement.

18. INVALID PROVISION. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19. PARTIES BOUND. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

20. GOVERNING LAW. This Agreement shall be governed by and enforced in accordance with the laws of the state of *[list state which laws will govern the contract]*.

21. CAPTIONS. The captions in this Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

22. RELEASE BY SPOUSE. *[list name of seller's spouse]*, spouse of *[name of person selling the real estate]*, for consideration received, hereby agrees to join in the deed and waive and release all rights of dower, curtesy, homestead, community property and all other right, title and interest, if any, in and to the Premises.

23. ADDITIONAL PROVISIONS:

*[list any other agreements between seller and buyer]*.

24. RIDERS. The riders and exhibits, if any, attached hereto and initialled by the parties are made a part of this

Agreement.

THIS IS A BINDING LEGAL CONTRACT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

IN WITNESS WHEREOF, this Agreement is executed under seal on the

\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Executed in the presence of:

SELLER

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Seal)  
*[name of person selling the real estate]*

\_\_\_\_\_  
(Signature of witness)

\_\_\_\_\_  
(Seal)  
*[list name of seller's spouse]*

BUYER

\_\_\_\_\_  
(Seal)  
*[name of person/firm buying real estate]*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared *[name of person selling the real estate]*, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared [*list name of seller's spouse*], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the above state and county, personally appeared [*name of person/firm buying real estate*], known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(SEAL)