

CONTRACT FOR SALE AND PURCHASE

Parties: _____, as "Seller"

of _____ (Phone)

and _____, as "Buyer"

of _____ (Phone)

hereby agree that the seller shall sell and the buyer shall buy the following property upon the following terms and conditions WHICH INCLUDE the Standards For Real Estate Transactions on the reverse hereof or attached hereto, hereinafter referred to as "Standard(s)".

I. DESCRIPTION:

(a) Legal Description of real estate ("Property") located in _____ County, to be supplied by seller within 10 days after acceptance

(b) Street address, if any, of the Property being conveyed is _____

(c) Personal property included: _____

II. PURCHASE PRICE: \$.....

Payment:

(a) Deposit(s) to be held in escrow by closing agent, in the amount of _____ \$ _____

(b) Subject to loans in favor of

bearing interest at ___-% per annum and payable as to principal and interest _____ per month, having an approximate present principal balance of. _____ \$ _____

(c) Purchase money note bearing interest at ___% on terms set forth herein below, in the principal amount of _____ \$ _____

Other \$

(e) Balance to close, subject to adjustments and prorations - exactly. \$ _____

TOTAL....\$

III. FINANCING: If the purchase price or any part thereof is to be financed by a third party loan, this Contract for Sale and Purchase, ("Contract"), is conditioned upon the Buyer obtaining a firm commitment for said loan within 60 from the date hereof, at an interest not to exceed ___ %; term of ___ years; and in the principal amount of . Buyer agrees to make application for, and to use reasonable diligence to obtain said loan. Should Buyer fail to obtain same or waive Buyer's rights hereunder, within said time, either party may cancel contract.

IV. TITLE EVIDENCE: Within thirty days from date of Contract, Seller shall, at his expense, deliver to Buyer or his attorney, title insurance commitment with fee owner's titled policy premium to be paid by Seller at closing.

V. TIME FOR ACCEPTANCE AND EFFECTIVE DATE: If this offer is not executed by both of the parties within 7 days, the aforesaid deposit(s) shall be, at the option of Buyer, returned to him and this offer shall thereafter be null and

void. The date of Contract ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on or before 90 days after the acceptance of this contract by Seller, unless extended by other provisions of Contract.

VII. OCCUPANCY: Seller represents that there are no parties in occupancy other than Seller, but if the property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) shall be disclosed pursuant to Standard G. Seller agrees to deliver occupancy of Property at time of closing unless otherwise specified below. If occupancy is to be delivered prior to closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance thereof from said date, and shall be deemed to have accepted the Property, real and personal, in its existing condition as of time of taking occupancy unless otherwise noted in writing.

VIII TYPEWRITTEN OR HANDWRITTEN PROVISION: Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.
IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

Witnesses: (Two recommended but NOT Required) Executed by Buyer on

(Buyer)

(Buyer)

Witnesses: (Two recommended but NOT Required) Executed by Seller on

(Seller)

(Seller)

NEGOTIATION FEE: Seller agrees to pay the real estate firm named below, at the time of closing, from the disbursements of the proceeds of sale, compensation in the amount of ___% of the gross purchase price or \$, for his services in effecting the sale by finding a Buyer, ready, willing, and able to purchase pursuant to the foregoing Contract.

(Name of Firm) (Seller)

(Representative) (Seller)

STANDARDS FOR REAL ESTATE TRANSACTIONS

A. EVIDENCE OF TITLE: A title insurance commitment shall be issued by a qualified title insurer agreeing to issue to Buyer, upon recording of the deed to Buyer, an owner's policy insurance in the amount of the purchase price, insuring title of the Buyer to the property, subject to liens, encumbrances or qualifications set forth in this Contract and those which shall be discharged by the Seller at or before closing. Buyer shall have 30 days from date of receiving evidence of

title to examine same. If title is found defective, Buyer shall, within 3 days thereafter, notify Seller in writing specifying defect(s). If said defect(s) render title unmarketable, Seller shall have 120 days from receipt of notice within which to remove said defect(s), and if Seller is unsuccessful in removing them within said time, Buyer shall have the option of either (1) accepting the title as it then is, (2) demanding a refund of all monies paid hereunder which shall forthwith be return to Buyer and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under the Contract. However, Seller agrees that he will, if title is found to be unmarketable, use diligent effort to correct the defect(s) in title within the time provided therefore, including the bringing of necessary suits.

B. EXISTING LIENS: Seller shall furnish a statement from the lien holder setting forth principal balance, method of payment, interest rate, prepayment penalty guidelines and whether the loan is in good standing. If a loan requires approval of the Buyer by the lender in order to avoid default, or for assumption by the Buyer of said loan, and (1) the lender does not approve the Buyer, the Buyer may rescind the Contract, or (2) require an increase in the interest rate or charge a fee for any reason in excess of \$100.00. The Buyer may rescind the Contract unless Seller elects to pay such increase or excess or Seller and Buyer shall each pay 50% of such fee. Buyer shall use reasonable diligence to obtain approval.

C. PURCHASE MONEY NOTES: The purchase money note, if any, shall provide a 30 day grace period in the event of default if it is a first position loan and a 15 day grace period if a second position loan; shall provide for right of prepayment in whole or in part without penalty, shall not provide for acceleration or interest adjustment in event of resale of the Property; and shall be otherwise in form and content as required by Seller's attorney; provided, however, Seller may only require clauses customarily found in notes generally utilized by savings and loan institutions in the county wherein the Property is located. Buyer shall require all prior lien and encumbrances to be kept in good standing and forbid modifications of or future advances under prior mortgage(s).

D. SURVEY: The buyer, within time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at his expense. If the survey, certified by a registered surveyor shows any encroachment of said Property, or that improvements intended to be located on the Property in fact encroach on lands of others or violate any of the Contract covenants, the same shall be treated as a title defect.

E. TERMITES: The Seller within time allowed for delivery of evidence of title and examination thereof, or no later than 10 days prior to closing, whichever date occurs last, must have improvements inspected at the Sellers expense by a Certified Pest Control Operator to determine whether there is any visible active termite infestation or visible existing damage from termite infestation in the improvements. If Seller is informed of either or both of the foregoing, Seller will have 4 days from date of written notice thereof or 2 days after selection of a contractor, whichever occurs first, within which to have all damages, whether visible or not, inspected and estimated by a licensed building or general contractor. Seller shall pay valid cost of treatment and repair of all damage up to 1 1/2 % of Purchase Price. Should such cost exceed the amount, Buyer shall have the option of canceling Contract within the 5 days after receipt of contractor's repair estimate by giving written notice to Seller, or Buyer may elect to proceed with the transaction in which event Buyer shall receive a credit at closing in the amount equal to 1 1/2% of said Purchase Price. "Termites" shall be deemed to include all wood destroying organisms.

F. INGRESS AND EGRESS: Seller warrants that there is ingress and egress to the Property sufficient for the intended use hereof the title to which is in accordance with Standard

G. LEASES: Seller shall, not less than 15 days prior to closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature and duration of said tenant's occupancy, rental rates and advanced rent and security deposits paid by tenant. In the event Seller is unable to obtain such letter from each tenant, the same information shall be furnished by Seller to Buyer within said time period in the form of a Seller's affidavit, the Buyer may thereafter contact tenants to confirm such information. Seller shall deliver and assign all original leases to Buyer at closing.

H. LIENS: Seller shall, both as to the Property and personalty being sold hereunder, furnish to Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement, claims of lien or potential lien holders known to Seller and further attesting that there have been no improvements to the Property for 90 days immediately preceding date of closing. In addition to Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property which could serve as a basis for a mechanic's lien have been paid or will be paid at closing.

I. PLACE OF CLOSING: Closing shall be held in county wherein Property is located, at the office of attorney or other closing agent designated by Buyer.

J. TIME: Time is of the essence of the Contract. Any reference herein to time periods of less than 6 days shall in the computation thereof exclude Saturdays, Sundays, and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday shall extend to 5:00 pm of the next full business day.

K. EXPENSES: State documentary stamps which are required to be affixed to the instrument of conveyance, intangible tax on and recording of purchased money note to Seller, and cost of recording any corrective instruments shall be paid by Seller. Documentary stamps to be affixed to the note or notes secured by the purchase money note, cost of recording the deed and financing statements shall be paid by Seller.

L. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of date of closing (and not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer, provided, however, that the improvement has been substantially completed as of the Effective Date. Such pending liens shall be considered as certified, confirmed or ratified and Seller shall, at closing, be charged an amount equal to the last estimate by the public body of the assessment for the improvement.

M. PERSONAL PROPERTY INSPECTION, REPAIR: Seller warrants that all major appliances, heating, cooling, electrical, plumbing system, and machinery are in working condition as of 6 days prior to closing. Buyer may, at his expense, have inspections made of said items by licensed person dealing in the repair and maintenance thereof, and shall report in writing to Seller such items as found not in working condition prior to taking of possession thereof, or 6 days prior to closing, whichever is first. Unless Buyer reports failures within said period, he shall be deemed to have waived Seller's warranty as to failures not reported. Valid reported failures shall be corrected at Seller's cost with funds thereof escrowed at closing. Seller agrees to provide access for inspection upon reasonable notice.

N. RISK OF LOSS: If the improvements are damaged by fire or other casualty prior to closing, and cost of restoring same does not exceed 3% of the Assessed Valuation of the improvements so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of Contract with cost therefore escrowed at closing. In the event the cost of repair or restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall 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 damaged or of canceling Contract and receiving return of deposit(s) made hereunder.

O. PROCEEDS OF SALE AND CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds, if abstract, evidence of title continue at Seller's expense to show title to Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence, and the cash proceeds of sale shall be held in escrow by Seller's attorney or by such other escrow agent as may be mutually agreed upon for a period of not longer than 5 days from and after the closing date. If Seller's title is rendered unmarketable, Buyer shall within 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure said defect. In the event Seller fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefore and within 5 days thereafter be returned to Buyer and, simultaneously with such repayment Buyer shall vacate the Property and reconvey same to the Seller by special warranty deed. In the event Buyer fails to make timely demand for refund, Buyer shall take title to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in deed. If a portion of the purchase price is to be derived from institutional financing or refinancing, the requirements of the lending institution as to place, time of day and procedure for closing, and for disbursement of mortgage proceeds shall control anything in this Contract to the contrary notwithstanding. Provided, however, that the Seller shall have the right to require from such lending institution at closing a commitment that it will not withhold disbursement of loan proceeds as a result of any title defect attributable to Buyer-mortgagor.

P. PRORATIONS AND INSURANCE: Assessed taxes, rent, interest, insurance, and other expenses, and revenue of the Property shall be prorated as of date of closing. Buyer shall have the option of taking over any existing policies of insurance on the Property, if assumable in which event premiums shall be prorated. The cash at closing shall be increased or decreased as may be required by said prorations. All references in Contract to prorations as of date of closing will be deemed "date of occupancy" if occupancy occurs prior to closing, unless otherwise provided for herein.

Q. CONVEYANCE: Seller shall convey title to the Property by statutory warranty deed. Personal property shall, by the request of Buyer, be conveyed by an absolute bill of sale with warranty of title, subject to such liens as may be otherwise provided for herein.