

**PURCHASE AND SALE AGREEMENT**

Parties \_\_\_\_\_ (“Buyer”),  
and \_\_\_\_\_ (“Seller”), which terms  
include the heirs, successors, personal representatives and assigns, hereby agree that Seller will sell and Buyer will buy  
the following property with such improvements as are located thereon, described as follows: Address:

City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_, Tax ID: \_\_\_\_\_ together with all fixtures, all electrical,  
mechanical, plumbing, HVAC, and any other systems as are currently installed or attached thereto, together with all the  
improvements thereon and all appurtenances thereto, all being hereinafter collectively referred to as the “Property.”

- 1. Total Purchase Price to be paid by Buyer is payable as follows:
  - A. Earnest money deposit to be held for Seller by Settlement Agent (chosen by Buyer below) until closing,  
unless sooner forfeited or returned, according to the terms of this Agreement. \$ \_\_\_\_\_
  - B. Balance due at closing (not including closing costs, prepaid  
items or prorations) \$ \_\_\_\_\_
  - C. Total Purchase Price \$ \_\_\_\_\_

2. Closing Costs:  Buyer will pay  Seller will pay  Parties will split all customary closing costs.

3. Title Examination, Closing: If title evidence and survey (if obtained) show Seller is vested with a good, clear and marketable title, subject to permitted title exceptions contained in the title insurance commitment from a national insurer at its standard rates (permitted exceptions being CCRs acceptable to Buyer, leases, current taxes) the transaction will be closed and the deed and other closing papers delivered on or before \_\_\_\_\_ (the “Settlement Date”). Should the Seller be unable to deliver clear title at that time, at the Buyer’s election, (a) the deposit shall be returned to the Buyer and the parties hereto shall have no further obligation to one another OR (b) the Settlement Date shall be extended for 30 days. Settlement agent: \_\_\_\_\_.

4. Property Condition: Buyer accepts the property in its AS-IS condition. Seller shall deliver the Property in the same condition as on the date of this Agreement, normal wear and tear excepted, except as otherwise specified herein. Seller further certifies and represents that Seller knows of no latent defects to the Property and knows of no fact materially affecting its value except the following:

5. Survival of Agreements: This Agreement shall survive the closing, execution and delivery of the special warranty deed, as agreed herein by the undersigned.

6. This offer will expire on \_\_\_\_\_

7. Special Terms:

8. Miscellaneous. There are no other agreements, promises or understandings between these parties except as specifically set forth herein. This legal and binding Agreement will be construed under the laws of the State of \_\_\_\_\_. If not understood the parties should seek competent legal advice. If any signature is faxed or digitally produced it shall have the same legal force and effect as an original ink signature. Buyer intends to buy, sell, rent or trade for a profit. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

Signed, sealed on the date herein stated. Seller’s name(s) should match existing deed.

_____ Buyer	_____ Print Name	_____ Date of offer
_____ Seller	_____ Print Name	_____ Date Ratified
_____ Seller	_____ Print Name	_____ Date Ratified