

## Sale of Real Estate

This contract is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20 \_\_\_\_\_

between (Name of Seller) \_\_\_\_\_

of (Address of Seller) \_\_\_\_\_

in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

and (Name of Buyer) \_\_\_\_\_

of (Address of Buyer) \_\_\_\_\_

in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

The Seller now owns the following described real estate:

located at (address) \_\_\_\_\_

in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

For valuable consideration, the Seller agrees to sell and the Buyer agrees to buy this property for the following price and on the following terms:

1. The Seller will sell this property to the Buyer, free from all claims, liabilities, and indebtedness. The following personal property is included in this sale  
(Describe property) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. The Buyer agrees to pay the Seller the sum of \$ \_\_\_\_\_ which the Seller agrees to accept as full payment. This Agreement, however, is conditional upon the Buyer being able to arrange suitable financing on the following terms at least (30) days prior to the closing date for this Agreement.
3. The purchase price will be paid as follows: \_\_\_\_\_  
\_\_\_\_\_
4. The Seller acknowledges receiving the money deposit of \$ \_\_\_\_\_ from the Buyer. If this sale is not completed for any valid reason, this money will be returned to the Buyer without penalty or interest.
5. This agreement will close on this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20 \_\_\_\_\_  
At \_\_\_\_\_ o'clock am pm  
at (address) \_\_\_\_\_  
in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

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At that time, and upon payment by the Buyer of the portion of the purchase price then due, the Seller will deliver to Buyer the following documents:

- A. Bill of sale for all personal property
  - B. A Warranty Deed for the real estate
6. At closing, pro-rated adjustments to the purchase price will be made for the following items:
- (a) Utilities
  - (b) Property taxes, and
  - (c) The following other items:

(List other items) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. The following closing costs will be paid by the Seller: \$ \_\_\_\_\_
8. The following closing costs will be paid by the Buyer: \$ \_\_\_\_\_
9. Seller represents that it has good and marketable title to the property, and will supply the Buyer with either an abstract of title or a standard policy of title insurance. Seller further represents that the property is free and clear of any restrictions on transfer, claims, indebtedness, or liabilities except the following:

\*Seller also warrants that all personal property included in this sale will be delivered in working order on the date of closing.

10. The parties also agree to the following additional terms:
11. No modification of this Contract will be effective unless it is in writing and is signed by both the Buyer and Seller. This Contract binds and benefits both the Buyer and Seller and any successors. Time is of the essence of this contract. This document, including any attachments, is the entire contract between the Buyer and Seller.

This Contract is governed by the laws of the State of: \_\_\_\_\_

Name of seller: \_\_\_\_\_

Signature of seller: \_\_\_\_\_

Name of buyer: \_\_\_\_\_

Signature of buyer: \_\_\_\_\_

Form submitted by: \_\_\_\_\_ (name)

Email: \_\_\_\_\_

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