

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the _____ day of _____, 20__, by and between the following parties:

Seller: Name: _____

Address: _____

City, State, ZIP: _____

Buyer: Name: _____

Address: _____

City, State, ZIP: _____

RECITALS

WHEREAS, the Seller is the owner of certain real property located at _____ (the "Property"); and

WHEREAS, the Buyer desires to purchase the Property from the Seller under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. PURCHASE PRICE

The purchase price for the Property shall be _____ Dollars (\$ _____) (the "Purchase Price"). The Purchase Price shall be payable in full at the Closing, subject to adjustments and prorations as provided herein.

2. EARNEST MONEY DEPOSIT

The Buyer shall deposit an earnest money amount of _____ Dollars (\$ _____) with _____ (the "Escrow Agent") within _____ days of the execution of this Agreement. The earnest money shall be applied to the Purchase Price at Closing or refunded to the Buyer if this Agreement is terminated in accordance with its terms.

3. CLOSING DATE

The closing of the transaction contemplated by this Agreement (the "Closing") shall occur on or before _____. The Closing shall take place at the office of the Escrow Agent or at such other location as the parties may mutually agree.

4. CONTINGENCIES

This Agreement is contingent upon the following:

- a. Financing: Buyer obtaining financing on terms acceptable to Buyer. Buyer shall provide Seller with a written commitment for such financing within _____ days of the execution of this Agreement.
- b. Inspection: Satisfactory inspection of the Property by Buyer or Buyer's agent. Buyer shall complete all inspections within _____ days of the execution of this Agreement.
- c. Title: Seller providing clear and marketable title to the Property. Seller shall cure any title defects within _____ days of notification by Buyer.

5. TITLE AND SURVEY

Seller shall provide Buyer with a title insurance commitment and a survey of the Property within _____ days of the execution of this Agreement. The title insurance policy shall be issued at Closing in the amount of the Purchase Price, insuring Buyer's fee simple title to the Property, subject only to exceptions approved by Buyer.

6. REPRESENTATIONS AND WARRANTIES

Seller represents and warrants that Seller has good and marketable title to the Property and that the Property is free from all liens and encumbrances except as disclosed herein. Seller further warrants that there are no pending or threatened legal actions, claims, or proceedings affecting the Property.

7. DEFAULT AND REMEDIES

In the event of a default by either party, the non-defaulting party may pursue any and all remedies available at law or in equity, including specific performance or termination of this Agreement and retention or return of the earnest money deposit.

8. TERMINATION

This Agreement may be terminated by mutual written consent of both parties or by either party if the contingencies are not satisfied or waived. Upon termination, all rights and obligations of the parties under this Agreement shall cease, except for any obligations that expressly survive termination.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of the State of

_____ .

10. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral. No representation, warranty, or inducement not contained herein shall be binding on either party.

12. AMENDMENTS

This Agreement may only be amended by a written instrument executed by both parties.

13. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, return receipt requested, or sent by a recognized overnight courier service, to the addresses provided above. Notices shall be effective upon receipt.

14. ASSIGNMENT

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

15. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller Signature: _____

Printed Name: _____

Date: _____

Buyer Signature: _____

Printed Name: _____

Date: _____

WITNESS

Witness Signature: _____

Printed Name: _____

Date: _____

NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of

_____, 20__, before me, a Notary Public in and for said state, personally appeared _____ and

_____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public Signature: _____

Printed Name: _____

My Commission Expires: _____

[Seal]

