**REAL ESTATE CONTRACT**

This agreement dated \_\_\_\_\_\_\_\_\_\_\_\_ in which Buyer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

offers to purchase from Seller: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

real estate located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Legal Description / Parcel ID:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer and Seller agree to the following:

The purchase price is to be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ payable in cash at closing.

The earnest money deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be held by Seller or Sellers Attorney.

Balance of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus any and all closing cost to be paid in cash at closing.

It is agreed that in the event of default or failure on the part of the Buyer to comply with the terms and conditions of this contract that said deposit is to be paid immediately to Seller as liquidated damages.

The Buyer shall have until, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to sign **and return to Seller**, or this contract shall be null and void.

This transaction shall be closed using Sellers attorney as closing agent, the balance of the moneys due shall be paid, and all documents signed by the parties hereto on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The terms and conditions of this Purchase are as follows:

Property is sold in “**AS-IS WHERE-IS**” condition with no warranties or guarantees made by the Seller.

Buyer is responsible for paying for ALL Closing Cost associated with the property and closing.

Taxes will **NOT** be prorated at closing. Buyer will pay Sellers portion of taxes for the year of closing.

Buyer cannot advertise or promote the property for sale or rent prior to close.

Possession to be given to Buyer at closing, subject to any current occupancy accepted by buyer.

This contract is **NOT** assignable.

This contract is subject to the Seller being able to acquire clear title to the property.

Rent, if applicable and received by Seller shall be prorated and paid by the Seller to Buyer at closing.

Tenant security deposit if applicable and received by Seller shall be paid to Buyer at closing.

Buyer and Seller both waive the right to Seller’s disclosure form, if applicable.

It is agreed that time is of the essence with respect to all dates specified in the Agreement. This means that all deadlines are intended to be strict and absolute. **If the closing does not occur by the Closing Date, the Agreement may be terminated by Seller, at Sellers discretion and the Seller shall retain all earnest money as liquidated damages.**

Buyer to have their funds for closing in the closing office’s escrow account no later than 5:00 PM two (2) business days prior to the scheduled closing date above. If not, Buyer agrees to pay **$500**. Buyer authorizes closing agent to collect and pay to Seller at closing.

**PAGE 2 OF 4**

Buyer is purchasing the property in its **“EXISTING CONDITION”, WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE**. Buyer acknowledges for Buyer and Buyer’s successors, heirs and assignees, that Buyer has been given time to inspect and investigate the property and all improvements thereon, any tenant or occupancy status, either independently or through agents of Buyer’s choosing at Buyer’s expense and that in purchasing the property, Buyer is not relying on Seller or Seller’s representative as to the condition of the property and/or any improvements thereon or occupancy status.

Buyer also acknowledges that the Seller makes no promises, guarantees, representations or warranties, either expressed or implied, as to the present or future market value, salability or rentability of the subject property, encroachments, easements, accessibility or profitability nor the presence or absence of any hazardous or toxic substances or contamination in, on or around the subject property. Seller cannot warrant or guarantee that the property is financeable now or in the future.

Buyer further states that they are relying solely upon their own inspections of the subject property and not upon any representation made to them by any person, and is purchasing the subject property in the condition in which it now is, without any obligation on the part of the Seller to make any changes, alterations, repairs, cleanup or future obligations of any nature whatsoever.

Buyer is purchasing the property in its **“EXISTING CONDITION”, WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND OR NATURE**. Buyer acknowledges for Buyer and Buyer’s successors, heirs and assignees, that Buyer has been given time to inspect and investigate the property and all improvements thereon, either independently or through agents of Buyer’s choosing at Buyer’s expense and that in purchasing the property, Buyer is not relying on Seller or Seller’s representative, as to the condition of the property and/or any improvements thereon, including but not necessarily limited to, **ALL EXISTING WALL AND WINDOW COVERINGS, FLOOR COVERINGS, ELECTRICAL, PLUMBING, HEATING, SEWAGE, SEPTIC, ROOF, FOUNDATION, SOILS AND GEOLOGY, LOT SIZE, LOT LINES OR SUITABILITY OF THE PROPERTY AND/OR ITS IMPROVEMENTS FOR PARTICULAR PURPOSES, OR THAT THE IMPROVEMENTS ARE STRUCTURALLY SOUND AND/OR IN COMPLIANCE WITH ANY CITY, COUNTY, STATE AND/OR FEDERAL CODES OR ORDINANCES**. Including but not limited to: radon, lead, electromagnetic radiation, mold, mildew, microscopic organisms, lead paint, fuel oil, allergens or asbestos, whether known or unknown and whether or not such defects or conditions were discoverable through inspection. Buyer assumes responsibility to check the appropriate planning or zoning for Buyers intended use prior to closing.

Inspection examinations, certifications, appraisals, research, closings, repair estimates, repairs or other services may be performed by vendors or contractors selected or recommended by Seller as a convenience to the parties. Buyer agrees to hold harmless the Sellers as to the performance or non-performance and costs of such vendors or contractors and is using such vendor or information obtained by such vendors at their own risk.

Buyer is not allowed to perform, order, contract for or otherwise cause any repairs and/or work to be done on the property prior to closing.

**PAGE 3 OF 4**

When visiting or inspecting the property, Buyer’s and Buyer’s Representative enter the premises at their own risk, and Seller shall not be liable for any accidents, injuries, or damage suffered or incurred, up to and including death, to Buyer or any and all Buyer’s Representatives person or personal property, as a result of such entry.

Buyer expressly waives the remedy of specific performance in the event Seller is unable to convey clear title.

Buyer waives right to record any Lis Pendens or memorandum thereof in the real property records. Buyer waives right to invoke any other equitable remedy that may be available that, if invoked, would prevent the Seller from conveying the property to a third party Buyer.

Seller acknowledges to Buyer that they are buying or have recently bought this property in its “As Is” condition without representation or warranties, and without personal inspection, and are relying on third parties to inspect and/or appraise the property, and investment as a whole.

Information given to the Buyer may not have been verified by the Seller and is not guaranteed to be accurate. The Buyer should not rely on such information in deciding to purchase property. It is the Buyers responsibility to conduct their own inspections and due diligence to verify any information, including square footage or lot size provided to him. Should the Buyer rely on advice or representations made by Seller in deciding to purchase said property, Buyer is doing so at their own risk.

The **CLOSING OF THIS TRANSACTION** shall constitute as acknowledgment by the Buyer that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT “AS IS WHERE IS” CONDITION BASED SOLELY ON BUYERS OWN INSPECTION AND DUE DILIGENCE.**

**INDEMNIFICATION AND HOLD HARMLESS:** The undersigned, Buyer, acting personally and for their representatives, affiliates and or organization if any each hereby agrees to defend, indemnify, and hold harmless Investors Rehab, Inc., Neighborhood Housing Group, LLC , Neighborhood Housing Properties, LLC, The Goins Group LLC, LPLN, LLC, and any other associated organization or parent or affiliate and all shareholders, employees, officers, directors, members and/or managers from and against any and all claims, demands, suits, actions, damages, judgments, cost, charges and expenses including, without limitation, court cost and attorney’s fees, of any nature whatsoever that any such, Buyer and or their affiliate, representative or organization may suffer, sustain or incur resulting from, arising out of or in any way connected with any action taken by, or inaction on the part of, any Buyer or their affiliate, representative or organization in connection with this transaction.

The undersigned agrees that they have the full authority to execute this document personally and for any organization they represent or will represent. By signing you agree that you have read, understand and have the full power and authority to enter into this legal agreement. If you do not understand this document please seek legal counsel prior to signing. The undersigned acknowledges receipt of a copy of this document.

**PAGE 4 OF 4**

In the event that any provision, clause, sentence, section or other part of the Agreement is held to be invalid, illegal, inapplicable, void or unenforceable in law to any person or circumstance, it is the intentions of the parties that the balance of the Agreement shall remain in full force and effect.

This contract shall be binding on parties, they're principles, heirs, personal representatives, or assigns. The undersigned jointly and severally agree to purchase and sell the above-described property on the terms and conditions stated in the foregoing instrument. This agreement shall survive closing.

The parties hereto further agree that this written contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

Buyer understands that Seller or its representatives are not earning any fee or commission from Buyer. Seller and Buyer are both principals in the transaction. Buyer should not expect representation from Seller or its representatives.

Additional Terms (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***This is a legally binding contract. If not understood, seek the advice of an Attorney***

Buyer Print Date Seller Print Date

Buyer Sign Date Seller Sign Date

Buyer Print Date

Buyer Sign Date