

## STANDARD OFFER TO PURCHASE REAL ESTATE

This agreement dated \_\_\_\_\_ in which Buyer: \_\_\_\_\_, and/or assigns offers to purchase from Seller: \_\_\_\_\_ the following described real estate, located at: Address: \_\_\_\_\_ County of \_\_\_\_\_ Legal Description / Parcel ID: \_\_\_\_\_

Buyer and Seller agree to the following:

- 1) The purchase price is to be \$ \_\_\_\_\_ payable in cash at closing.
- 2) The earnest money deposit to be \$ \_\_\_\_\_ to be held in escrow by Buyers attorney.
- 3) Seller Financing in the amount of \$ \_\_\_\_\_. The Seller Financing will be evidenced by a non recourse promissory note and mortgage or Trust Deed and shall bear interest at the rate of \_\_\_\_\_% per annum and shall be payable as follows: \_\_\_\_\_ monthly installments of \_\_\_\_\_ until paid in full.
- 4) Balance of \$ \_\_\_\_\_ to be paid in cash at closing.
- 5) The conditions of this Purchase are as follows:
  - a) Property is sold in "**AS-IS**" condition with no warranties made by the Seller. Seller will make Buyer aware of any known facts that may affect the value or condition of the Property.
  - b) All attorney closing fees, title insurance and customary closing costs shall be **PAID BY BUYER**.
  - c) Taxes to be prorated at closing and any previous year's taxes to be paid by Seller.
  - d) Seller and tenant (if any) will make property accessible to show Buyer, partners, lenders, inspectors, appraisers, advisors, contractors, vendors and/or any other related or interested parties prior to closing.
  - e) Buyer shall select closing attorney/agent.
  - f) This agreement is subject to clear title and Buyers final inspection of the property prior to closing.
- 6) Closing will be within 60 Days of agreement being accepted and signed by both Buyer and Seller. Seller grants any extension needed to clear title or to complete closing documentation. Title to the above described real estate to be conveyed by General Warranty Deed or other customary instrument of transfer.
- 7) Closing may be extended an additional THIRTY (30) days at Buyer request if still performing due diligence under the terms of this agreement. All liens against the property shall be paid at closing by the Seller.
- 8) This offer comprises the entire agreement of Buyer and Seller and no other agreements have been made.
- 9) This offer will become a binding agreement when accepted and signed by both Buyer and Seller. If it is not accepted and signed by the Seller prior to \_\_\_\_\_, this agreement will be void. In the event that Buyer cannot honor this agreement for any reason, the earnest money shall serve as the sole remedy.
- 10) Buyer is agreeing to purchase property to rent, lease, assign or sell, hopefully for a profit. Buyer, and Seller agree Buyer is not intending to occupy the property as primary residence. Seller understands that Buyer and/or its assigns or representatives are not earning any fee or commission from Seller. Seller should not expect representation from Buyer and/or its assigns or representatives.
- 11) Seller agrees that Buyer can market the property including on MLS for buyers or tenants prior to closing.
- 12) Additional Terms (if any): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Sign: \_\_\_\_\_

Buyer Sign: \_\_\_\_\_

Seller Print: \_\_\_\_\_

Buyer Print: \_\_\_\_\_

Date: \_\_\_\_\_

Seller Sign: \_\_\_\_\_

Seller Print: \_\_\_\_\_