# **DIRECTORY**

# **BUY SIDE**

Letter w Contract & Benefit list - *SELLER PAYS closing costs
Contract to Purchase - *SELLER PAYS closing costs
Letter w Contract & Benefit list - BUYER PAYS closing costs
Contract to Purchase - BUYER PAYS closing costs
Addendum to Purchase Contract
Contract Cancellation letter

# **SELL SIDE**

Buyer Assignment of contract
JV Partnership Agreement
Addendum to Contract to Cash Buyer
Sell side Purchase Contract to Cash Buyer
Letter requesting that sale be assigned to cash buyer before closing

# **Contracts & Documents Dashboard**

BUY SIDE	
DATE	
SELLER NAME	
PROPERTY ADDRESS	
APN#	
LEGAL DESCRIPTION	
ADDITIONAL TERMS (If applicable)	
MY PURCHASE PRICE	
SELL SIDE	
WHOLESALERS NAME or LLC	
BUYER'S NAME or LLC	
TOTAL PURCHASE PRICE	
ASSIGNMENT AMOUNT	
DEPOSIT AMOUNT	
NAME OF ESCROW AGENT	
NAME of TITLE CO	
ISSUER SIDE	
ISSUER NAME	
INITIAL	
COMPANY NAME	
POSTAL ADDRESS	
STATE	
TELEPHONE	
FAX	

**EMAIL** 

Regarding:
Enclosed you will find the agreement to sell your property. If you have any questions prior to approving it please contact me directly at
Included are instructions on how to approve the agreement to begin the process of selling your property to us.
Upon receipt of the agreement we will contact you with the information for the title company that will be handling the file. I will forward the information to them and they will begin to perform the appropriate title and lien searches to facilitate the closing. We will try and move this process as quickly as possible.
Thank you for the opportunity to purchase your property. It is my intention to make sure that the transaction goes smoothly and as quickly as possible.
Many times I purchase a property from someone because I am referred by a past customer to a friend or neighbors because of their positive experience with me.
It is my goal not only to help you in getting the property sold but to also make the experience as pleasant as possible.
Sincerely,
On behalf of

# **Benefits Of Working With Me**

- <u>I will buy your property in "As Is" condition</u> that means I'm not going to ask you to make any repairs to the property
- My funding is NOT coming from a bank The funding for your property comes from private funding sources that require no bank approval or financing. That means you don't have to worry about the sale falling through at the last minute because a bank did not approve a loan.
- <u>I'm not a beginner</u> Because we've successfully purchased 100's of properties nationwide, you can rest assured that you're dealing with a professional home buyer that will follow through on the transaction and make sure that everything goes smoothly from beginning to end.

# What Happens After We Agree On Price And Terms:

- <u>Property title and lien search</u> I will instruct my title company to begin the process of determining clear title for the property. This process typically takes 10-14 days
- Additional Property Inspections I will need to make arrangements for one or two of my funding sources to do a final inspection of the property prior to the closing. This is not a financing contingency but rather my funding sources always want to confirm that the condition of the property is the same as I have presented it to them.
- <u>Property Condition</u> If your property is vacant it's important that you keep it secure and minimize any vandalism. Our ability to close is greatly compromised if the property is damaged or vandalized.
- <u>Tenants</u> If you have tenants at the property please do not ask them to move out unless we have a prior discussion. If the property is vacant there is a greater chance of vandalism or theft.

Direct:	Fax
Direct:	Fax

# Please Sign This Copy And Keep For Your Records

## CONTRACT TO PURCHASE REAL ESTATE

I his	contract dated	in which Buyer: Offers to purchase from	Seller:
		the following described real estate, together with all improvements t	hereon and
all ap	purtenant rights, located	at: Address:	
APN	:	_	
Legal	Description:		
In co	nsideration of the sum o	\$100 as earnest money due upon completion of inspection period, seller agrees:	
1. 7	The purchase price is to	e payable in cash at closing	
2. 1	The conditions of this Pu	chase are as follows:	
a	a. Property is sold in "A	S-IS" condition with no warranties made by the seller. Seller will make Buyer aware of a	any known
	facts that affect the	alue of the Property.	
t	<ul> <li>Seller and tenant (if contractors prior to contractors)</li> </ul>	ny) will make property accessible to show partners, lenders, inspectors, appraisers and osing.	Ł
c	c. If Buyer is unable to	complete the purchase for any reason, the earnest money deposit shall be forfeited to the	he seller as
	total liquidated dama	ges and buyer is released from any further obligation under this contract.	
c	d. If Seller cannot prov	de clear title, Buyer will be released from any further obligation under this contract; othe	rwise
	Seller promises to se	Il under this contract.	
E	e. Buyer shall select cl	sing agent. Closing to be held in county where property is located.	
f	. Purchase contract is	assignable.	
ç	g. This agreement is su	bject to the final inspection and approval of the property by the buyer 15 business days	after the
	date this contract is	eceived by buyer.	
3. 1	Γaxes to be prorated, an	previous year's taxes to be paid by seller	
4. (	Closing date shall be on	r before 30 business days from the date signed below by Seller. Seller grants any exte	ension
r	needed to clear title or to	complete closing documentation. Title to the above described real estate to be conveye	d by
١	Narranty Deed or other	ustomary instrument of transfer. Title is to be free, clear, and unencumbered, free of ar	ny county,
c	city and federal liens. All	iens against the property shall be paid at closing by the seller.	
5. 7	This offer, when accepte	, comprises the entire agreement of Purchaser and Seller, and it is agreed that no othe	r
r	epresentations have been	n made.	
6. <i>A</i>	Additional Terms (if appli	able):	
Date:	:	Date:	
		. ————————————————————————————————————	
Selle	r:	Buyer:	
		On behalf of	
Selle	r:	Buyer:	
Pleas	se Print:	Please Print:	

# Please Sign Where Indicated By An "X"

After signing <u>pick ONE</u> of these two options.

**Option #1-** Use the enclosed "prepaid" priority mail envelope to send the signed agreement back to us. (You can give it to your mailman or drop it off at a local post office or mailbox)

Option #2 – You can fax the agreement back to us at . (If you fax then we don't need you to mail back the original to us)

Option #3 – Email it to:

# CONTRACT TO PURCHASE REAL ESTATE

I his c	contract dated	in which Buyer:	Offers to purchase from Seller:
		the following describ	ped real estate, together with all improvements thereon and all
appur	tenant rights, located at: Address:		
APN:			
Legal	Description:		
In con	sideration of the sum of \$100 as ea	arnest money due unon comple	tion of inspection period, seller agrees:
	he purchase price is to be		-
	he conditions of this Purchase are		Glosing
2. i			y the seller. Seller will make Buyer aware of any known facts
а	that affect the value of the Prop		The seller. Seller will make buyer aware or any known facts
b	·	•	partners, lenders, inspectors, appraisers and contractors prior
J	to closing.	are property accessible to snow	partiters, renders, inspectors, appraisers and contractors prior
С	. If Buyer is unable to complete th	ne purchase for any reason, the	earnest money deposit shall be forfeited to the seller as total
	liquidated damages and buyer is	s released from any further obli	gation under this contract.
d	. If Seller cannot provide clear titl	e, Buyer will be released from a	ny further obligation under this contract; otherwise Seller
	promises to sell under this contr	act.	
е	. Buyer shall select closing agent	. Closing to be held in county v	here property is located.
f.	Purchase contract is assignable	).	
g	<ul> <li>This agreement is subject to the contract is received by buyer.</li> </ul>	e final inspection and approval o	f the property by the buyer 15 business days after the date this
3. T	axes to be prorated, any previous	/ear's taxes to be paid by seller	
		•	igned below by Seller. Seller grants any extension needed to
	-	•	escribed real estate to be conveyed by Warranty Deed or other
	•		cumbered, free of any county, city and federal liens. All liens
	gainst the property shall be paid at		
5. T	his offer, when accepted, comprise	s the entire agreement of Purch	naser and Seller, and it is agreed that no other representations
h	ave been made.		
6. A	.dditional Terms (if applicable):		
Date:		Date:	
Seller	:	Buyer:	
		On behalf of .	<del></del>
Seller	:	Buyer:	
Please	e Print:	Please Print:	

Regarding:
Enclosed you will find the agreement to sell your property. If you have any questions prior to approving it please contact me directly at
Included are instructions on how to approve the agreement to begin the process of selling your property to us.
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Thank you for the opportunity to purchase your property. It is my intention to make sure that the transaction goes smoothly and as quickly as possible.
Many times I purchase a property from someone because I am referred by a past customer to a friend or neighbors because of their positive experience with me.
It is my goal not only to help you in getting the property sold but to also make the experience as pleasant as possible.
Sincerely,
On behalf of

# **Benefits Of Working With Me**

- <u>I will buy your property in "As Is" condition</u> that means I'm not going to ask you to make any repairs to the property
- We will pay for your closing costs As a seller your responsible for certain closing costs such as documentary stamps on the deed, title search, lien searches, etc. We will pay 100% of these costs on your behalf. The only costs you will have are: Past due property taxes, current years tax proration, any liens or outstanding judgments against the property.
- My funding is NOT coming from a bank The funding for your property
  comes from private funding sources that require no bank approval or
  financing. That means you don't have to worry about the sale falling through
  at the last minute because a bank did not approve a loan.
- <u>I'm not a beginner</u> Because we've successfully purchased 100's of properties nationwide, you can rest assured that you're dealing with a professional home buyer that will follow through on the transaction and make sure that everything goes smoothly from beginning to end.

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- <u>Tenants</u> If you have tenants at the property please do not ask them to move out unless we have a prior discussion. If the property is vacant there is a greater chance of vandalism or theft.

Fax:

# Please Sign This Copy And Keep For Your Records

### CONTRACT TO PURCHASE REAL ESTATE

Th	is cor	ntract dated			described real estate too	Offers to purchase from ether with all improvements	thereon
	eller:	annurtenant rights. I	ocated at: Address:	J		•	tricicon
		appartenant rights, is					
			-				
_	.cgai	Description					
In	consi	deration of the sum	of \$100 as earnest money	due upon co	mpletion of inspection per	iod, seller agrees:	
1.	The	e purchase price is to	o be pa	ayable in cas	h at closing		
2.	The	conditions of this P	urchase are as follows:				
	a.	Property is sold in '	'AS-IS" condition with no v	varranties ma	de by the seller. Seller wi	II make Buyer aware of any	known
		facts that affect the	value of the Property.				
	b.	Seller and tenant (i contractors prior to	f any) will make property a closing.	accessible to	show partners, lenders, in	spectors, appraisers and	
	C.	If Buyer is unable to	o complete the purchase for	or any reasor	n, the earnest money depo	osit shall be forfeited to the s	seller as
		total liquidated dam	nages and buyer is release	ed from any fu	urther obligation under this	s contract.	
	d.	If Seller cannot pro	vide clear title, Buyer will b	oe released fr	om any further obligation	under this contract; otherwis	se
		Seller promises to	sell under this contract.				
	e.	Buyer shall select of	closing agent. Closing to b	e held in cou	inty where property is loca	ited.	
	f.	Purchase contract	is assignable.				
	g.	g. This agreement is subject to the final inspection and approval of the property by the buyer 15 business days after the					er the
		date this contract is	s received by buyer.				
3.	Tax	es to be prorated, a	ny previous year's taxes to	be paid by s	seller. All Customary clos	sing costs shall be PAID I	BY
	ВU	YER.					
4.	nee Wa	eded to clear title or t rranty Deed or other	o complete closing docum	entation. Title transfer. Title	e to the above described re is to be free, clear, and u	er. Seller grants any extension real estate to be conveyed be unencumbered, free of any co	у
5. This offer, when accepted, comprises the entire agreement of Purchaser and Seller, and it is agreed that no other		it is agreed that no other					
	rep	resentations have be	een made.				
6.	Add	ditional Terms (if app	olicable):				
Da	ıte:		_	Date:			
Se	ller: _			Buyer:			
				On behalf	of		
Se	ller: _			Buyer:			
Ple	ease I	Print:		Please Pri	nt:		

# Please Sign Where Indicated By An "X"

After signing <u>pick ONE</u> of these two options.

**Option #1-** Use the enclosed "prepaid" priority mail envelope to send the signed agreement back to us. (You can give it to your mailman or drop it off at a local post office or mailbox)

Option #2 – You can fax the agreement back to us at . (If you fax then we don't need you to mail back the original to us)

Option #3 – Email it to:

# CONTRACT TO PURCHASE REAL ESTATE

۱h	IS COI	ntract dated	in which	th Buyer: Offers to purchase from Seller:
			t	the following described real estate, together with all improvements thereon and all
ар	purte	nant right, located at:	Address:	
ΑP	'N:			
Le	gal D	escription:		
n (	consi	ideration of the sum of	\$100 as earnest mone	ey due upon completion of inspection period, seller agrees:
1.	The	e purchase price is to	oe	payable in cash at closing
2.	The	e conditions of this Pu	rchase are as follows:	
	a.	Property is sold in "A that affect the value		warranties made by the seller. Seller will make Buyer aware of any known facts
	b.	Seller and tenant (if a to closing.	any) will make property	accessible to show partners, lenders, inspectors, appraisers and contractors prior
	C.	-		for any reason, the earnest money deposit shall be forfeited to the seller as total rom any further obligation under this contract.
	d.	If Seller cannot provi	•	I be released from any further obligation under this contract; otherwise Seller
	e.	Buyer shall select clo	osing agent. Closing to	be held in county where property is located.
	f.	Purchase contract is	assignable.	
	g.	This agreement is su contract is received l		ction and approval of the property by the buyer 15 business days after the date this
3.	Tax	xes to be prorated, an	y previous year's taxes	to be paid by seller. All customary closing costs shall be PAID BY BUYER.
4.				days from the date signed below by Seller. Seller grants any extension needed to
		_		Title to the above described real estate to be conveyed by Warranty Deed or other
		-	-	ree, clear, and unencumbered, free of any county, city and federal liens. All liens
		•	l be paid at closing by th	
5.	_	• • •		agreement of Purchaser and Seller, and it is agreed that no other representations
		ve been made.	•	
6.	Add	ditional Terms (if appli	cable)	
		`	,	
Da	te:		_	Date:
Se	ller: _			Buyer:
				On behalf of
Se	ller: _			Buyer:
? ∈	ase	Print:		Please Print:

# **Addendum to Purchase Contract**

Addendum No	To contract between	(Seller)
And	Buyer).	
Concerning the prop	perty described as:	
<b>Legal description:</b>		
	nake the following terms and conditions part of $\mathfrak t$	
Date:	Buyer:	
	On behalf of	
Date:	Buyer:	
Date:	Seller:	
Date:	Seller:	

Regarding:									
Doar									
Dear						-1	Б. І	<b>.</b>	
Pursuant to between	tne	terms	ΟŢ	the		Purchase			for
the purchase	of p	property	loc	ated					·
We hereby givaccording to Se	,					0	per o	ur rights	
Sincerely,									

On Behalf Of

# **ASSIGNMENT OF CONTRACT**

This a	greement is made between	, hereafter known as the Assignor and
		hereafter known as the Assignee, For property located at
		APN:
WHER	REAS, Assignor entered into Real E	Estate Purchase Contract with
(Seller	r) for the subject property.	
WHER	REAS, Assignor wishes to assign it	s rights and interest in the Real Estate Purchase Contract.
It is he	ereby agreed between Assignor an	d Assignee as follows:
2.	closing of transaction between As The Escrow Company for this tran	nsaction shall be:
		on or before
4.		by 5 p.m with designated closing agent. may accept backup Assignments of Contract up and until the deposit is
5.		se price on the Subject Property of ( ). ) the Assignee's total purchase price
6.	This assignment and/or Real Esta without the consent of the assigned	ate Purchase Contract may not be further assigned by the assignee or.
7.	<del>_</del>	onditions of the contract for Sale and Purchase between Assignor and
8.		seller providing clear and marketable title to Assignee prior to the ear and marketable title cannot be obtained, Assignee shall be
9.	Assignee acknowledges receipt of entirety including all addendums a	of legible copies of the original contract for sale and purchase, in its associated with this transaction.
	. Assignee acknowledges that the	
11	shall have the right to terminate the wherein, assignor shall (a) retain	close this transaction or is in default of this agreement, the assignor his assignment of contract and declare the assignee in default, the sum of \$[deposit amount] as liquidated damages and (b) all right, Real Estate Purchase Contract shall automatically revert to the
12	. Assignor retains the right to reneg closing date. At closing, the newl	gotiate the price on original contract with seller at any time up to the y reduced price will be reflected on settlement statement. The e increased by the amount of the price reduction. Assignee's total ame.

Initial \_\_\_\_\_, \_\_\_\_

- 13. Disclosures and acknowledgements:
  - a. Seller sells property as-is with no warranty of property conditions. Assignor makes no representation to buyer, or his agents, as to the condition of the subject property. ASSIGNEE acknowledges and agrees that he or she is purchasing the property on an "as-is" basis and based on his or her own inspection, investigation, and evaluation thereof. ASSIGNEE is not relying upon any representations of ASSIGNOR, SELLER or SELLER'S agent(s) to investigate and report on the condition of the property.
  - b. Examples of matters as to which SELLER disclaims all warranties, representations, or guarantees (expressed, implied, or statutory, written or oral) are: including, but not limited to, roof, plumbing, electrical, appliances, sewer, soil conditions, foundation, heating, air conditioning, structural, and pool related equipment, if applicable.
  - c. ASSIGNOR, SELLER and/or SELLER'S agent do not warrant that the property meets any current City, County, State or Federal building codes, as well as the presence of any and all outstanding or pending violations against the property. ASSIGNEE assumes all responsibility to perform any inspection, investigation, and evaluation thereof, prior to the signing of this Agreement.
  - d. ASSIGNOR and affiliated associates make no warranty, expressed or implied, regarding inspection reports or other reports provided to ASSIGNEE by ASSIGNOR or third parties concerning this property. ASSIGNEE is advised to independently verify the accuracy of all information contained in reports regarding this property.
  - e. ASSIGNEE acknowledges they are conducting a transaction dealing directly with Assignor for the purchase of subject property. ASSIGNEE is not relying upon, or being represented by ASSIGNOR or any other Real Estate Brokerage in this transaction.

 Assignor	 Date	 Assignee:	 Date:

# PARTNERSHIP / JOINT VENTURE AGREEMENT

This agreement was agreed on	
This partnership agreement is between	and
In reference to the sale and assignment / res	ale / flip of the property located at:
PROPERTY ADDRESS	
To Buyerentities which they belong.	and all members, affiliates for
agrees to pay <u>% of the net assignment fee</u> as a joint ve	enture partner at the time of closing
On behalf of	 Date
	 Date

### ADDENDUM TO CONTRACT FOR SALE AND PURCHASE AGREEMENT

This a	greement is made between and
	for property being, lying and situated in
<u>PROP</u>	ERTY ADDRESS: and more particularly described as follows:
(APN)	<u> </u>
1.	BUYER shall wire escrow deposit per attached wiring instruction in the amount of
	(WRITE DOLLAR AMOUNT HERE) to above CLOSING/ESCROW AGENT (PERSONAL,
	CORPORATE or CASHIER CHECKS WILL NOT BE ACCEPTED). BUYER escrow deposit shall
	replace SELLER escrow deposit with current OWNER(S) OR RECORD.
2.	BUYER shall deposit escrow deposit by 5pm.
3.	CLOSING DATE: shall be on or before
4.	BUYER has had opportunity to inspect, examine and make a complete review of property. BUYER
	accepts property in "AS IS" and "WHERE IS" condition. Contract for Sale and Purchase is not
	contingent upon inspections. A Seller's Property Disclosure Statement will not be provided or included
	as part of this contract for sale and purchase. BUYER shall not enter, modify or occupy property without

- 5. BUYER should not rely on current property taxes as the amount of property taxes BUYER may be obligated to pay in the year subsequent to purchase. Change of ownership or property improvement establishes reassessments which could result in higher property taxes. BUYER questions concerning valuation should be directed to the county property appraiser office. All pro-rations are final at closing.
- 6. BUYER accepts existing TENANTS currently occupying subject property. BUYER shall pay for their Owner Title Policy and Lender Policy if applicable.
- 7. SELLER shall be responsible for any fines, fees or citations due prior to closing.

written permission from SELLER until closing.

- 8. SELLER makes no representations, warranties or guarantees as to the condition of the property, real or personal, including but not limited to mechanical systems, dry basement, foundation, structural or compliance with code, zoning or building requirements and shall make no repairs or remove any trash or debris. No real property sales disclosure statement shall be included with this assignment. Keys will not be made available and access shall be the responsibility of BUYER after closing.
- 9. SELLER and BUYER agree to automatically extend closing date up to 90 business days, not including weekends and holidays, in order for CLOSING AGENT to provide clear, marketable and insurable title, and any and all documentation, including but not limited to local, state and federal lien searches, code violations and citations. BUYER shall close within 48 hours of SELLER AND/OR CLOSING AGENT providing a final HUD-1 Statement.
- 10. SELLER shall have the right to market property for back up contracts until closing. SELLER shall transfer property by special warranty deed.
- 11. SELLER shall reserve the right to simultaneously double close or assign this contract from original Owner of Record to BUYER at closing. Contract is contingent upon SELLER obtaining title to subject property.
- 12. Default: In the event of default of either party, the rights of the non-defaulting party (and the Broker, if any) shall be as provided in this subparagraph; (a) if the sale of property is not consummated for any reason other than SELLER default under the contract, SELLER shall be entitled to retain the deposit as SELLER liquidated damages. The parties agree it would be impractical and extremely difficult to ascertain the actual damages suffered by SELLER as a result of BUYER failure to complete the

purchase of the property pursuant to this agreement and those under the circumstances existing as of the date of this contract. The liquidated damages provided for represent a reasonable estimate of the damages, which SELLER will incur as a result of such failure to consummate the closing. The parties acknowledge payment of such liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to SELLER. The sales contract is not contingent upon BUYER ability to obtain financing for the property. (b) If sale of the property to BUYER is not consummated for any reason other than BUYER default under the contract, then at BUYER election, the deposit shall immediately be returned to BUYER upon demand. No Broker commission shall be due unless the sale is consummated as evidenced by the occurrence of a closing. Any controversy or claim between BUYER and SELLER arising out of or relating to this contract may, at the election of both parties, be settled by mediation or by arbitration. All proceedings, including any litigation arising in connection with this contract shall be brought in the County where subject property is located.

- 13. THIS IS A CASH TRANSACTION WITH NO FINANCIAL CONTINGENCIES. BUYER earnest money is NON-REFUNDABLE, subject to clear title. BUYER agrees that should BUYER not close in a timely manner as specified by the Contract, BUYER Escrow Deposit will be irrevocably forfeited, so long as SELLER is not in default. This Addendum authorizes Closing/Escrow Agent to release Escrow Deposit to SELLER should BUYER not close for any reason, including inability to obtain funding, so long as SELLER is not in default. Likewise, should SELLER not close in a timely manner as specified by the Contract, SELLER authorizes Closing/Escrow Agent to release Escrow Deposit to BUYER without further documentation signed by BUYER or SELLER. If settlement fails to be consummated as agreed to in the Contract, by fault of BUYER or affiliates for any reasons, including but not limited to inability to secure financing, both BUYER and SELLER agree Escrow Deposit shall be immediately released to SELLER as liquidated damages. By executing this document it will serve as a written release for CLOSING/ESCROW AGENT to immediately release earnest monies as liquidated damages to seller
- 14. TEXAS LICENSED REAL ESTATE BROKER All parties agree that upon release of escrow deposit, there shall not be any further claims against any and all parties, including escrow agent, and all parties shall be released from any and all liability.
- 15. Seller or representatives have active real estate license in Texas
- 16. Time is of the essence in this agreement

Date:	Date:
Seller:	Buyer:
Seller:	Buyer:
Please Print:	Please Print:

# **AGREEMENT TO SELL REAL ESTATE**

This is a legally binding contract entered into	this day		
Between	(seller) and	(buyer)	
for property situated in	_ County, State of	and more particularly described as	
With the legal description:			
RECEIPT IS HEREBY ACKNOWLEDGED OF		from as a Non-Refundable earnest money	
deposit (cashiers check or wire to Escrow Cordescribed property upon the terms and condit	mpany) on account of the		
Earnest Money Deposit to be verified as recei by 10AM on the first business day following a			
PURCHASE PRICE of (	_)		
TERMS AND CONDITIONS OF SALE: Prope Buyer obtaining financing.	rty is being sold "As Is"	. This transaction is not contingent on	
The Escrow Company for this transaction sha	II be:		
Closing Date: This transaction shall be closed documents signed by the parties hereto on or held by the escrow company pending closing. failure on the part of the Buyer to comply with be paid to Seller as liquidated damages.	before It is expressly agreed t	The earnest money deposit is to be that upon the event of any default or	
Buyer cannot advertise or promote the proper purchaser at the time of closing.	ty prior to close. Posse	ssion of said premises will be given to	
Property is being purchased with current tena	nts / occupants unless	stated otherwise in this agreement.	
This contract is not assignable.			
Taxes, rent and rent securities (if applicable)	shall be prorated at the	time of closing and paid by the Seller.	
If Seller has the Property in escrow but has no assignment of Seller's contract with the currer price remains the same after the assignment	nt owner, at Seller's req	•	
Seller agrees to deliver premises at time of clowholly or partially, by fire or other casualty pridays thereafter of proceeding or terminating a	or to closing, Buyer or S		
Said property is being sold and purchased sul restrictions; and conditions, restrictions and ea			
There is no financing contingency. This opport an IRA, proof of funds from Buyer is required record a lis pendens against the property or to property records. Buyer waives right to invoke invoked, would prevent the Seller from convey	prior to acceptance of to record the agreement any other equitable relaying the property to a the	his contract. Buyer waives right to or memorandum thereof in the real medy that may be available that, if	
Seller initials () () Buyer initials (	_) ()		

The contract is subject to the Seller being able to obtain marketable title. Buyer agrees to notify Seller in writing of any defects in title as soon as reasonably possible and if title proves to be not good and marketable/insurable by the escrow company, then Seller shall be given a reasonable opportunity to remedy the title, and if Seller is unable to do so, then this transaction shall be canceled and Buyer shall be entitled to a full refund of its earnest money. Buyer expressly waives the remedy of specific performance in the event seller is unable to convey title.

Seller reserves the right to continue to offer Property for sale until this offer has been formally accepted in writing, earnest money has been deposited by Buyer, and all contingencies removed in writing. Inspection examinations, certifications, appraisals, research, closings, repair estimates, repairs, or other services may be performed by vendors or contractors selected or recommended by Seller, or by Seller itself, as a convenience to the parties. Buyer agrees to hold harmless the Sellers as to the performance or nonperformance and costs of such vendors or contractors and is using such vendor or information obtained by such vendors at their own risk.

It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto. This means that all deadlines are intended to be strict and absolute. If the closing does not occur by the Closing Date, the Agreement is automatically terminated and the Seller shall retain any earnest money deposit as liquidated damages.

In the event Buyer requests an extension of the Closing Date or of the deadline for the fulfillment of any contingency, and the Seller agrees to the extension, the Buyer agrees to pay to the Seller a per diem penalty of the greater of \$50.00 or 1/10 of 1% of the purchase price per calendar day towards Seller's carrying costs, through and including the Closing Date specified in the written extension agreement. The per diem amount must be deposited with the Seller at the time any request for extension is made.

This contract shall be binding on both parties, their principals, heirs, personal representatives, or assigns.

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.

The undersigned jointly and severally agree to purchase and sell the above-described property on the terms and conditions stated in the foregoing instrument and attached addendum that must be attached and included as part of this contract. The CLOSING OF THIS TRANSACTION shall constitute as acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

Seller and /or representatives may hold active real estate licenses in the state of Texas  Additional terms and conditions (if any):					
BUYER	Date	SELLER	Date		
BUYER	 Date	SELLER	 Date		

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

_(buyer)
f the above property be completed as an ng
has not yet closed on it, the parties Seller's contract with the current owner, otal purchase price remains the same
(Assignor)
AGREEMENT TO SELL REAL ESTATE remain the same.
nd send back so that we send to the title