## **Standard Purchase and Sales Agreement**

Parties	(BUYER) and	(SELLER) which terms may be
singular or plural and will include the heirs, such	cessors, personal representatives and assigns of Seller and	Buyer, hereby agree that Seller will sell and Buyer
	wing terms and conditions if completed or marked. In any	
	perty is in Cou	inty, and is described as follows (If lengthy, attach
legal description): <u>LEGAL DESCRIPTION TO</u>	BE PROVIDED.	
Address		Zip
It is understood that the Property will be conveyed specified in paragraph 16), covenants, restriction	ed by General Warranty Deed (unless otherwise required) as and easements of record.	subject to taxes, existing zoning (unless otherwise
1. Total Purchase Price to be paid by Buyer is pa		
A. Binder deposit which will remain as a bit according to the provisions in this Agree	nder until closing, unless sooner forfeited or returned,	<b>e</b>
B. Additional binder deposit due within	days after date of this agreement:	\$ <u></u>
	yer's closing cost, prepaid items or prorations) in U.S. cas	sh or locally drawn certified or cashiers check
approximately exactly:  D. Proceeds of a new loan to be executed by	y Buyer to any lender other than Seller:	\$ \$
E. Purchase money loan to Seller on terms s		\$ \$
F. Other financing G. Existing mortgage balance encumbering	the Property to be taken subject to by Buyer (approximate	s ely):
H. Total Purchase Price approximately		\$
2. Financing: If buyer does not obtain the loan processing costs incurred, will be return	required financing but otherwise complies with the ned to the Buyer.	terms hereof, the binder deposit less sales and
A [ ] Application: The application for the n	nortgage described in paragraph 1D will be made with 1	ender selected by [ ] Seller [ ] Buyer Unless such
mortgage loan is approved without contin acceptance of this agreement, Seller and Bu surveys received from Seller. If required by this agreement and in a timely manner furn	and contingencies other than those elsewhere covered ayer will have the right to terminate this agreement, and by the terms hereof Buyer will make application for other fi ish any and all credit, employment, financial and other is requested by Seller, will reapply within 30 days of such re	In this agreement within 60 days of the date of Buyer will return to Seller all the title evidence and inancing within 30 days of the date of acceptance of information required by the lender. In the event the
mortgage or Trust Deed on the Property and  \$ per for [ ]  be [ ] due on sale [ ] not due on sale of will be: [ ] principle only [ ] interest only	ill be evidenced by a negotiable promissory note of Bo delivered by Buyer to Seller dated the date of closing boyears [ ] months. Privilege of prepayment f Property. Payment [ ] includes [ ] does not include of the principle and interest to be determined prior to closever interest rate above, it will be considered full interest	earing annual interest rate of% and payable [ ] does apply [ ] does not apply. The loan will one-twelfth annual taxes and insurance. The balance osing. If after taxes and insurance are deducted from
3. Buyer Will Pay:  A. Closing Costs [ ] Recording fees [ ] insurance premium [ ] Loan discount not B. [ ] Appraisal [ ] Survey [ ] Title Insurance premium [ ] Survey [	Note stamps [ ] Intangible tax [ ] Credit reports [ ] to exceed [ ] Transfer Tax [ ] Wood Destrorance Policy Other	VA funding fee [ ] Loan origination fee [ ] Loan oying Organism Report
addition to those in paragraph 9, not to ex B. All other charges required by lender which	Title insurance policy [ ]iscount not to exceed [ ] Satisfaction exceed \$ [ ] Wood destroying organism report h Buyer is prohibited from paying by law or regulation. and association fees will be current at Seller's expense at t	[ ] Appraisal fee [ ] Survey [ ] Other
5. Payment of Expenses: If Buyer fails to perfo	orm all loan and sales processing and closing costs incur	red, whether the same were to be paid by Seller or
Buyer, will be the responsibility of the Buyer wincurred (whether same were to be paid by Sell This will include, but not be limited to, the trar property does not appraise for an amount sufficient	with costs deducted from binder deposit. If Seller fails to ler or Buyer) will be the responsibility of Seller, and Buyer esaction not closing because Seller is unable to complete ent to enable the lender to make the required loan, or because the zoning is not as required in paragraph 16, or	perform all loan, sales processing, and closing costs er will be entitled to the return of the binder deposit. the transaction for a qualified Buyer, or because the use Seller elects not to pay for the excess amount in
6. Prorations: All taxes, rentals, condominium of and interest on loans will be prorated as of the data	or association fees, prepaid hazard insurance premiums (ate of closing.	if assumed), monthly mortgage insurance premiums
or closing attorney [ ] proof of Marketable Tit	r date of acceptance [ ] after date of satisfaction of all con- le [ ] Title insurance commitment for an owner's policy is, discharge of liens, and recording fees will be paid by Se	in the amount of the purchase price. Any expense of
closing attorney [ ] A new staked survey dated	of acceptance [ ] after date of satisfaction of all condition in the satisfaction of all conditions of within 3 months of closing showing all improvements made survey of the Property showing all improvements not be satisfaction.	now existing thereon and certified to Buyer, lender,
property inspected by a Certified Pest Control I structural damage from wood destroying organi days from receipt of written notice thereof with by a licensed building or general contractor. Se price. If such costs exceed the amount agreed to	d Destroying Organism" means any arthropod or plant Firm to determine whether there is any visible active wood isms to the improvements. If Buyer is informed of either hin which to have all such wood destroying organism dameller will pay costs of treatment and repairs of all structure of the behalf of the behalf of the paid by Seller and Seller declines to treat and repair in in which event Seller will bear costs equal to one percent	d destroying organism infestation or visible existing or or both of the foregoing, Seller will have seven (7) hages whether visible or not inspected and estimated ral damage up to one percent (1 %) of the purchase ir, Buyer will have the option of (a) terminating this
insurance commitments (such as exception Buyer is satisfied with property condition closing papers delivered on or before [ ]	ied above, show Seller is vested with a marketable title ons for survey, current taxes, zoning ordinances, covers and other salient facts affecting the transaction, then the days after the date of acceptance [ ] days aft this Agreement or this Agreement is cancelled by the B	ants, restrictions and easements of record), and the e transaction will be closed and the deed and other ter date of satisfaction of all conditions in paragraph

damages shall be limited to the retention of any binder deposits previously received by Seller from Buyer.

B. If title evidence or survey reveal any defects which render the title unmarketable, Buyer will have 7 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence to cure such defects at Seller's expense and will have 30 days to do so, in which event this transaction will be closed within 10 days after delivery to Buyer of evidence that such defects have been cured. Seller agrees to pay for and discharge all due or delinquent taxes, liens and other encumbrances, unless otherwise agreed. If Seller is unable to convey to Buyer a marketable title, Buyer will have the right to terminate this Agreement. At the same time Buyer will return to Seller all title evidence and surveys received from Seller, or Buyer will have the right to accept such title as Seller may be able to convey and to close this transaction upon the terms stated herein, which election will he exercised within 10 days from notice of Seller's inability to cure.

- 11. Loss or Damage: If the property is damaged by fire or other casualty prior to closing, and cost of restoration does not exceed 3% of the assessed valuation of the improvements located on the Property, cost of restoration will he an obligation of the Seller and closing will proceed pursuant to the terms of this Agreement with cost thereof escrowing at closing. In the event cost of restoration exceeds 3% of the assessed valuation of the improvements and the Seller declines to repair or restore, Buyer will have the option of either taking the Property "As Is", together with either the said 3% or any insurance proceeds payable by virtue of such loss or damage, or of canceling this Agreement.
- 12. Seller agrees to deliver the Property in its PRESENT "AS IS" CONDITION except as otherwise specified herein. Seller does hereby certify and represent that Seller has legal authority and capacity to convey the property with all improvements. Seller further certifies and represents that Seller knows of no latent defects to the property and knows of no facts materially affecting the value of the property except the following: (Description of Defects/Facts)

Buyer has inspected the property and HAS NOT RELIED UPON ANY REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT in describing the property, and Buyer accepts the property in its PRESENT "AS IS" CONDITION, except as otherwise specified here:

13. Occupancy: Seller represents there are no parties in occupancy other than the [ ] Seller [ ] Seller's Tenant [ ] Other \_\_\_\_\_ [ ] Unoccupied.

Buyer will be given occupancy at initial closing un.  [] Buyer understands that property is [] available according to the terms of a current lease agreement [] unless otherwise agreed in writing. Any and all Personal Property: included in the purchase price a plants and shrubbery as now installed on the proper	for rent [] rented. If a tenan with Seller [] according to tenant deposits will be transfare all fixed equipment includ	at is in occupancy they may continue the terms of a new lease agreement terred to Buyer at closing. ing ceiling fans, drapery hardware,	with Buyer [ ] until the date of
14. Any Items specifically excluded:			
15. Default and Attorney's Fees: If Buyer defaul Buyer and Seller will be relieved of all obligations elect to receive the return of the Buyers deposit(s) litigation arising out of this Agreement, the prevail	under this agreement. If Selle ) without thereby waiving an	er defaults under this Agreement, the y action for damages resulting from	e Buyer may seek specific performance or n Seller's breach. In connection with any
16. [X] Zoning and Restrictions: Unless the Pr proposed zoning changes, deed, or other restriction Buyer will have 30 days from acceptance to verify deemed to have waived objections under this parage	ns that could prevent such us y the existing zoning and curr	se at time of closing, Buyer will ha	we the right to terminate this Agreement.
17. The offer of BUYER shall terminate if SEI communicating acceptance to Buyer or submitting			signing and delivering same or otherwise
18. Additional Terms, Conditions or Addenda (lett	ered A, B,.C,.D.etc.)		
19. Timing: The timing of paragraphs 7,8,9, and 1 lettered in Paragraph 18.	0 (A) will become operable a	ifter satisfaction of paragraph 2, if a	pplicable, and those additional conditions
20. There are no other agreements, promises, or useful be construed under Law, we give authorization to advise surrounding neighbors	will not be recorded, and if n	ot understood parties should seek of	competent legal advice. Seller and Buyer
21. Signed and sealed on the date herein stated:			
Buyer	Date of Offer	Buyer	
Seller	Date of Acceptance	Seller	
[ ] Seller [ ] Authorized Party, by signature be this Agreement) in [ ] Cash [ ] Check [ ] Other.	elow, acknowledges receipt of	f binder deposit in the amount of \$_	(as mentioned in paragraph 1A of
Seller	<del></del> Au	Authorized Party	
Signature	Sig	gnature	=