

## Real Estate Purchase Agreement

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, known hereinafter as the "Buyer", and \_\_\_\_\_, known hereinafter as the "Seller".

Seller agrees to convey, transfer, assign, sell, and deliver to Buyer all of Seller's rights, title, and interest in and to the following real property commonly known as \_\_\_\_\_, and further legally described as: \_\_\_\_\_

1. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller under the following terms:

**Total Purchase Price:** \$ \_\_\_\_\_  
**Earnest Money Deposit:** - \$ \_\_\_\_\_ *to be held in escrow by:*

**Balance Due:** = \$ \_\_\_\_\_  
**Mortgage(s) to be assumed/subject to:** - \$ \_\_\_\_\_ *as further described as:*

**Payments in arrears** *(including interest & fees)* - \$ \_\_\_\_\_

**Balance to be paid via Cashier's Check:** = \$ \_\_\_\_\_

2. Balance is subject to adjustment based upon actual payoff balances of liens, verification of unpaid payments, accrued interest, legal fees, taxes, assessments, judgments, and any other outstanding costs. Seller agrees to assign any escrow balance maintained by lender without further consideration.
3. Seller will execute a Warranty Deed to convey title to the property at closing, of which Buyer must approve of marketability and title status prior to closing.
4. Buyer must approve of status of all existing liens on property prior to closing, and Seller warrants that no undisclosed or unrecorded liens exist beyond those listed above.
5. Should any portion of the property be damaged or destroyed by fire, theft, or other casualty before closing, Buyer shall have the right to terminate this Agreement and will be entitled to an immediate refund of the earnest money deposit.
6. This Agreement is subject to and contingent upon Buyer conducting a property inspection by an inspector/contractor(s) of their choosing. Seller agrees to make the property available for said inspection(s) upon reasonable notice.

**FORM 23.2 – Sample Real Estate Purchase Agreement**

7. Seller agrees to completely vacate the property prior to closing, and leave the property in roughly the same physical condition, including maintaining all fixtures and attachments, which includes but is not limited to plumbing, electrical, heating and cooling, structural attachments, landscaping, insulation, siding, windows, doors, and any other attachments to the property, which are all included in the purchase price.

8. Additional provisions: \_\_\_\_\_  
\_\_\_\_\_

9. Buyer may assign any or all rights and interest in this agreement to a third party at any time prior to closing. Closing shall take place on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ am/pm at the following location: \_\_\_\_\_

Seller and Buyer hereby further agree to appoint \_\_\_\_\_ to act as Escrow Agent for the purpose of holding any deposits, and closing this transaction in accordance with the terms herein.

10. All provisions of this Agreement shall extend to and become binding upon any heirs, executors, successors and/or assigns of the Seller and Buyer. Seller acknowledges that they are acting of their own freewill, act and deed in accepting this agreement.

IN WITNESS HEREOF, Seller and Buyer accept this offer, and agree to sell and purchase the property described herein under the terms and conditions specified.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

Dated: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

Dated: \_\_\_\_\_