

# Real Estate Contract of Sale

State: \_\_\_\_\_ County: \_\_\_\_\_ City: \_\_\_\_\_

**THIS CONTRACT OF SALE** made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
(*seller*) \_\_\_\_\_ hereinafter called the "Seller,"  
and (*buyer*) \_\_\_\_\_ hereinafter called the "Buyer."

## **WITNESSETH:**

1) **That the Seller** has agreed to sell and convey to the buyer the following described real estate:

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

Reservations and exception: \_\_\_\_\_  
Subject to the existing right of ways and utilities easements.

2) **And the Buyer** has agreed to purchase the above described property for the sum of \$\_\_\_\_\_, and has at the signing of this instrument paid \$\_\_\_\_\_ as earnest money, and in part payment of the purchase price, the receipt of which is hereby acknowledged, and has further agreed and does by this instrument agree to pay balance of \$\_\_\_\_\_ upon delivery of Warranty Deed to the property under the terms of this contract.

3) **It is mutually agreed** and understood between the Buyer and Seller that:

- A. The closing shall be set (*date*) \_\_\_\_\_
- B. The County and/or City taxes for the year 20\_\_\_\_ shall be \_\_\_\_\_
- C. Possession to the above described property shall be given (*date*) \_\_\_\_\_
- D. Any rents or income due on the property shall be paid to the Seller up to the day of closing.
- E. The Buyer has inspected the property and has purchased said property solely as a result of that inspection and that there are no warranties or representations expressed or implied. **Auction terms & conditions of sale to be attached to and become a part of this contract.**
- F. The words "Seller" and "Buyer" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires.
- G. The Buyer of the property will unconditionally guarantee the validity of, and promise to make negotiable, any check used as earnest money of or purchase money for this property, whenever check is presented for payment.

4) **Default by Seller.** If the Seller is unable to make conveyance and to give title as herein agreed, the earnest money of \$\_\_\_\_\_ shall be refunded to the Buyer and all obligations of either party shall wholly cease.

5) **Default by Buyer.** Should the Buyer default in the performance of this contract on his part at the time and in the manner specified, then the earnest money shall be retained as partial liquidated damages, which retention, however, shall not prevent suit by the seller for specific performance of this contract.

6) **This instrument contains** the entire agreement between the parties hereto and shall be binding upon the parties, their heirs, representatives and/or assigns.

**IN WITNESS WHEREOF**, said parties hereunto subscribed their names on the day, month, and year written above.

### **Deed Property To:**

(*Seller*) \_\_\_\_\_

(*Seller*) \_\_\_\_\_

(*Purchaser*) \_\_\_\_\_

(*Purchaser*) \_\_\_\_\_

(*Witness*) \_\_\_\_\_

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

### **Purchaser's Address, Phone, Email:**

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