

**EARNEST MONEY RECEIPT AND AGREEMENT TO PURCHASE**

BUYER: Name \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

SELLER(s): Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DEPOSIT: Earnest Money in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_ ) is given as part payment or for closing cost toward the purchase of the property listed below.

PROPERTY: \_\_\_\_\_

PRICE: Seller(s) have agreed to sell and Buyer(s) have agreed to buy the above-described property for the sum of (\$ \_\_\_\_\_ ) \_\_\_\_\_

TERMS: \_\_\_\_\_

DEED: Title to the property shall be conveyed by a warranty deed to the Buyer(s). The Seller(s) warrants and guarantees to the Buyer(s), that the property will be free and clear of all liens, debts, judgments, and encumbrances.

CLOSING: Closing of this sale shall take place, on or before \_\_\_\_\_ days from acceptance, at the escrow office of:

\_\_\_\_\_

COST: Cost and charges for this transaction are to be paid as follows: \_\_\_\_\_

\_\_\_\_\_

THE TAXES WILL BE PRORATED AT THE CLOSE OF SALE.

OTHER TERMS:

1. THIS OFFER IS VALID UNTIL \_\_\_\_\_ AND MAY BE RETRACTED AT ANY TIME BY OFFERER.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**I/We understand this is a legally binding contract. All parties herein acknowledge he/she has been advised to seek council of an Attorney and/or Certified Public Accountant for income tax consequences of this transaction.**

\_\_\_\_\_  
Buyer Date / Time

\_\_\_\_\_  
Buyer Date / Time

**I/We accept the forgoing offer and agree to sell and convey the property described on the terms and conditions herein stated.**

\_\_\_\_\_  
Seller Date / Time

\_\_\_\_\_  
Seller Date / Time