

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