

OPTION TO PURCHASE (USED WITH RESIDENTIAL LEASE)

On this, the _____ day of _____, 20____,

Property Owner, _____,

and Tenant, _____,

agree to the terms of the following option to purchase which shall not be severable from the terms and conditions of the lease between the parties for the same real estate, and this agreement will not survive the expiration or termination of the underlying lease. This option is void if at the time of its attempted exercise tenant is in breach or violation of the lease terms.

The terms of this agreement are as follows:

1. The property for which this option is granted by Property Owner has a common street address of:
_____.
2. The option shall be exercised by Tenant only by written notice to the Property Owner, certified mail, return receipt requested, at any time prior to _____, but no sooner than _____ at _____.
3. The purchase price upon exercise of this option shall be \$_____. Closing shall occur within 10 days after all necessary papers have been prepared, but no later than 60 days after the exercise of option by tenant.
4. The manner of payment at closing shall be by cash or conventional financing or upon such other terms as the parties herein specify: _____.
5. At closing, Property Owner shall convey to tenant good and marketable title to the property, subject to such easements and restrictions as were of record at the time of the original lease. The Property Owner at his or her own expense shall provide Tenant a standard form Owner's policy of title insurance. Tenant shall pay all recording fees for any instruments required to be recorded, Property Owner to pay the Michigan Real Estate Transfer Tax applicable to the transaction.
6. Each party shall execute and deliver such other documents as may be reasonably necessary to fully consummate the closing.
7. Tenants shall have possession of the property at closing, subject to the rights of any other existing tenants.

8. If applicable, rental payments paid by Tenants pursuant to the underlying lease shall be credited to the purchase price in the following manner and amount:

_____.

9. Other provisions (such as payment of taxes, water bills, utilities, etc.)

Witnesses:

Property Owners:

Witness's Signature

Property Owner's Signature

Typed/Printed Name:

Witness's Signature

Property Owner's Signature

Typed/Printed Name:

State of Michigan
_____ County } SS

Subscribed to before me:

This _____ day of _____, 20____

Signature of Notary Public

County, Michigan

My Commission Expires: _____

Witnesses:

Tenants:

Witness's Signature

Tenant's Signature

Typed/Printed Name:

Witness's Signature

Tenant's Signature

Typed/Printed Name:

State of Michigan
_____ County } SS

Subscribed to before me:

This _____ day of _____, 20____

Signature of Notary Public

County, Michigan

My Commission Expires: _____