## Standard Purchase and Sales Agreement

| Parties(  | BUYER) and  | (SELLER)  |
|---|---|---|
| which terms may be singular or plural and will include the heirs succ   | essors, personal representatives and ass  | igns of Seller and Buyer, hereby agree that Seller  |
| will sell and Buyer will buy the following property, upon the following   | g terms and conditions if completed or  | marked. In any conflict of terms or conditions,   |
| that which is added will supersede that which is printed or marked.   | •   | •   |
| (If lengthy, attach legal description)  | • •   | •   |
|   |   |   |
| Address   |   |   |
| It is understood that the Property will be conveyed by General Warra specified in paragraph 16), covenants, restrictions and easements of re-   |   | bject to taxes, existing zoning (unless otherwise   |
| 1. Total Purchase Price to be paid by Buyer is payable as follows:  |   |   |
| A. Binder deposit which will remain as a binder until closing, unlaccording to the provisions in this Agreement.  | ess sooner forfeited or retuned,  | ¢   |
| B. Additional binder deposit due within days after date of  | this agreement.   | \$<br>\$  |
| C. Balance due at closing (not including Buyer's closing cost, pre  | paid items or prorations) in U.S. cash or   | r locally   |
| drawn certified or cashiers check approximately   |   | \$  |
| D. Proceeds of a new loan to be executed by Buyer to any lender E. Purchase money loan to Seller on terms set forth in Paragraph  |   | \$  |
| F. Other financing  | ·   | \$<br>\$  |
| G. Existing mortgage balance encumbering the Property to be tal-  |   | \$  |
| H. Total Purchase Price approximately   | exactly   | \$  |
| mortgage loan is approved without continued contingencies oth acceptance of this agreement, Seller and Buyer will have the right surveys received from Seller. Buyer will make application for fit timely manner furnish any and all credit, employment, financial a denied, Buyer, if requested by Seller, will reapply within d  B. [] Seller: The balance due to Seller will be evidenced by a mortgage or Trust Deed on the Property and delivered by Buyer to \$ per for [] years [] be due on sale not due on sale of Property.  3. Buyer Will Pay:  A. Closing Costs [] Recording fees [] Note stamps [] Intange [] Loan origination fee [] Loan insurance premium [] Loan Report  B. [] Appraisal [] Survey [] Title Insurance Policy | t to terminate this agreement, and Buy nancing within days of the notation days of the days of such request at an alternate institute negotiable promissory note of Borrow Seller dated the date of closing bearing months. Privilege of prepayment [ | rer will return to Seller all the title evidence and the date of acceptance of this agreement and in a sender. In the event the original loan application is aution ver, secured by a valid purchase money ag annual interest rate of % and payable does apply [ ] does not apply. The loan will ensfer and assumption charges [ ] VA funding fee |
| 4. Seller Will Pay:   |   |   |
| A. Closing Costs [ ] Transfer tax [ ]   | Title insurance policy [ ]  | Attorney's fee [ ]  |
| Real estate brokerage fee [ ] Loan discount not to exceedaddition to those in paragraph 9, not to exceed \$   | [] Satisfaction a   | and recording fee [ ] Repairs or replacements, in organism report [ ] Appraisal fee [ ] Survey [ ]  |
| Other   |   |   |
| B. All other charges required by lender which Buyer is prohibited C. All mortgage payments or condominium and association fees w  |   | me of closing.  |
| 5. Payment of Expenses: If Buyer fails to perform, all loan and sale Buyer will be the responsibility of the Buyer, with costs deducted from incurred whether same were to be paid by Seller or Buyer will be the This will include, but not be limited to the transaction not being close the property does not appraise for an amount sufficient to enable amount in paragraphs 4 (with respect to repairs), 9, or 11, or because title.  | m binder deposit. If Seller fails to perfive responsibility of Seller, and Buyer with decause Seller is unable to complete the lender to make the required loan, or   | form, all loan, sales processing and closing costs will be entitled to the return of the Binder deposit the transaction for a qualified Buyer, or because r because Seller elects not to pay for the excess   |
| 6. Prorations: All taxes, rentals, condominium or association fees, pr and interest on loans will be prorated as of the date of closing.  | epaid hazard insurance premiums (if as  | sumed), monthly mortgage insurance premiums   |
| 7. Title Evidence: Withindays [ ] after acceptance [ ] after dat attorney [ ] Title insurance commitment for an owner's policy in the legal fees, discharge of liens and recording fees will be paid by Seller  | -   |   |
| 8. Survey: Withindays [ ] after date of acceptance [ ] after dat attorney [ ] A new staked survey dated within 3 months of closing sh insurer [ ] A copy of a previously made survey of the Property show   | owing all improvements now existing the   | nereon and certified to Buyer, lender and the title   |
| 9. Wood destroying Organism Report: "Wood Destroying Organism   | m" means any arthropod or plant life  | which damages a structure. Buyer may have   |

property inspected by a Certified Pest Control Firm to determine whether there is any visible active wood destroying organism infestation or visible existing structural damage from wood destroying organisms to the improvements. If Buyer is informed of either or both of the foregoing, Seller will have seven (7) days from receipt of written notice thereof within which to have all such wood destroying organism damages whether visible or not inspected and estimated

| price. If such costs exceed the amount agreed   | to be paid by Seller and   | eatment and repairs of all structural damage up to one percent (1 %) of the purchase Seller declines to treat and repair, Buyer will have the option of (a) terminating this will bear costs equal to one percent (1 %) of the purchase price.   |
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| insurance commitments (such as exce<br>transaction will be closed and the deed a  | ptions for survey, curren  | r is vested with a marketable title, subject to the usual exceptions contained in title nt taxes, zoning ordinances, covenants, restrictions and easements of record), the delivered on or before [ ] [ ] days after the date of acceptance [ ] paragraph 19 unless extended by other conditions of this Agreement or this agreement   |
| to notify Seller of such title defects and S<br>which event this transaction will be close<br>been cured. Seller agrees to pay for and d<br>is unable to convey to Buyer a marketable<br>title evidence and surveys received from | eller agrees to use reasoned within 10 days after de ischarge all due or delinque title, Buyer will have the Seller, or Buyer will h | itle unmarketable, Buyer will have 7 days from receipt of title commitment and survey able diligence to cure such defects at Seller's expense and will have 30 days to do so, in livery to Buyer of evidence that such defects have uent taxes, liens and other encumbrances, unless otherwise agreed. If Seller e right to terminate this agreement at the same time returning to Seller all ave the right to accept such title as Seller may be able to convey and to close this ercised within 10 days from notice of Seller's inability to cure. |
| valuation of the improvements located on the this Agreement with cost thereof escrowing a   | Property, cost of restorat<br>t closing. In the event c<br>have the option of either   | sualty prior to closing, and cost of restoration does not exceed 3% of the assessed ion will he an obligation of the Seller and closing will proceed pursuant to the terms of ost of restoration exceeds 3% of the assessed valuation of the improvements and the r taking the Property as is, together with either the said 3% or any insurance proceeds at.  |
| that Seller has legal authority and capacity to   | convey the property with   | DITION except as otherwise specified herein. Seller does hereby certify and represent all improvements. Seller further certifies and represents that Seller knows of no latent ting the value of the property except the following: Description of problems  |
|   |  | NY REPRESENTATIONS MADE BY ANY REAL ESTATE AGENT in describing ONDITION, except as otherwise specified herein.   |
| specified herein  | or rented and the tenant r   | ey other than Seller. Buyer will he given occupancy at closing unless otherwise[ ] Buyer may continue in possession following closing unless otherwise agreed in writing.  |
| fence, plants and shrubbery as now installed of   | n the property. And these  | ment including ceiling fans, drapery hardware, attached lighting fixtures, mailbox, additional items   |
| Buyer and Seller will be relieved of all obligate elect to receive the return of the Buyers dep   | tions under this agreement posit(s) without thereby v  | all deposits will be retained by the Seller as full settlement of any claim, whereupon t. If Seller defaults under this Agreement, the Buyer may seek specific performance or waving any action for damages resulting from Seller's breach. In connection with any seled to recover all costs including a reasonable attorney's fee  |
| proposed zoning changes, deed or other restr  | ctions that could prevent<br>erify the existing zoning   | and can he legally used for use, or if there is notice of such use at time of closing, Buyer will have the right to terminate this Agreement. and current proposed changes, and deliver written notice of objections to Seller or be   |
| 17. The offer of BUYER shall terminate is acceptance to Buyer or submitting agent before  |  | ted his acceptance of this Agreement by signing and delivering same or telegraphing  ]PM Date  |
| 18Additional Terms, Conditions or Addenda   | a (lettered A, B,.C,.D.etc.)   |  |
|   |  |  |
|   |  |  |
| 19. Timing: The timing of paragraphs 7,8,9, lettered in Paragraph 18.   | and 10(A) will become o  | perable after satisfaction of paragraph 2, if applicable, and those additional conditions  |
| will be construed under Law, will not   | he recorded and if not un  | n these parties except as specifically set forth herein. This legal and binding agreement inderstood, parties should seek competent legal advice. Seller and Buyer give real estate where of this property. TIME IS OF THE ESSENCE IN THIS AGREEMENT.  |
| 21. Signed sealed on the date herein stated   |  |  |
| Buyer   | Date of Offer  | Buyer  |
| Seller  | Date of Acceptance   | Seller   |

| [ ]Agent [ ] Seller, by the signature below, acknowledge receipt of \$ | [ ]Cash [ ] Check, as binder deposit, which is the amount mentioned in |
|--|--|
| paragraph 1 A of this Agreement.                                       |  |
| Agent  | Seller   |
|  |  |
|  |  |