

## REAL ESTATE PURCHASE AGREEMENT

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This Real Estate Purchase Agreement (this "Agreement") is entered into as of the 07 day of January, 2022 by and between \_\_\_\_\_, \_\_\_\_\_ located at \_\_\_\_\_, \_\_\_\_\_, MO \_\_\_\_\_ ("Seller") and \_\_\_\_\_ located at \_\_\_\_\_, \_\_\_\_\_, MO \_\_\_\_\_ ("Buyer"). Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**1. Property.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller (the "Transaction"), all of Seller's right, title and interest in the real property located at \_\_\_\_\_, \_\_\_\_\_, MO \_\_\_\_\_, and the legal description \_\_\_\_\_ (the "Property").

**2. Personal Property.** The sale includes all of Seller's right, title and interest, if any, to all real estate, buildings, improvements, appurtenances and fixtures (except as described below). Fixtures shall include all things that are embedded in the land or attached to any buildings and cannot be removed without damage to the Property.

**3. Purchase Price.** The purchase price for the Property is \_\_\_\_\_ (the "Purchase Price") payable by Buyer as follows:

(A) Earnest Money Deposit. \_\_\_\_\_ (the "Deposit"), due upon the signing of this Agreement, the receipt of which is hereby acknowledged, to be held in escrow pursuant to this Agreement. The Deposit shall be applied to the Purchase Price at the Closing.

(B) Closing Balance. The remainder of the Purchase Price is due upon the delivery of the general warranty deed at the Closing. This amount is subject to change based on adjustments made pursuant to this Agreement.

Unless otherwise stated in the Agreement, all payments shall be made in proceeds that are immediately available to Seller by one of the following methods:

**4. Disclosures.** Seller shall provide Buyer with all disclosures, and signed disclosure forms, as required by law. Seller shall also disclose to Buyer in writing any defects in the Property known to Seller that materially affects the value or quiet enjoyment of the Property. Buyer's obligations under this Agreement are contingent upon Buyer's review and approval of all required Seller disclosures and reports, including any preliminary title report.

**5. Seller Representations and Warranties.** Seller represents and warrants that:

(A) Seller is the sole owner of record of the Property and has full right, power, and authority to sell,

convey, and transfer the Property.

(B) Seller will convey to Buyer good and marketable title to the Property by providing to Buyer a valid general warranty deed.

(C) The Property, and the present use of the Property, are not in violation of any governmental rules, codes, permits, regulations, or limitations, and represents that nothing will be done, or allowed to be done on or about the Property between the signing of this Agreement and the date of the Closing which will result in any such violation.

**6. Inspection.** Buyer's obligations under this Agreement are contingent upon Buyer's inspection of the Property. Buyer may use any inspectors of Buyer's choice, at Buyer's expense. Seller shall cooperate in making the Property reasonably available for Buyer's inspection. If Buyer is not, in good faith, satisfied with the condition of the Property after any inspection thereof, Buyer shall deliver to Seller a written request that Seller fix or remedy any unsatisfactory conditions. If Buyer and Seller are unable to reach an agreement regarding fixing or remedying the unsatisfactory conditions, Buyer shall have the right to terminate this Agreement and be refunded any amounts previously paid under this Agreement.

**7. Title Insurance.** As a condition to the Closing, Buyer shall obtain, at Buyer's expense, a title insurance policy (the "Title Policy") by a title insurance company selected by Buyer which is authorized to do business in Missouri (the "Title Company").

Promptly after the date hereof, Buyer shall order a preliminary title report from the Title Company. Within \_\_\_\_\_ days of receiving the report, Buyer shall forward a copy of the report to Seller and shall notify Seller of any objections to title in the report or otherwise known to Buyer. Seller shall have \_\_\_\_\_ days after receipt of Buyer's objections to correct or address the objections. If Seller fails to correct or address the objections within the specified time period, Buyer shall have the right to terminate this Agreement and be refunded any amounts previously paid under this Agreement.

**8. Closing.** The closing of the Transaction (the "Closing") shall occur on January 07, 2022 and shall take place at \_\_\_\_\_, \_\_\_\_\_, MO \_\_\_\_\_, unless otherwise agreed upon by mutual consent of the Parties. Buyer has the right to make a final inspection of the Property prior to the Closing.

**9. Seller Closing Deliverables.** At the Closing, Seller shall deliver to Buyer the following:

(A) A general warranty deed conveying to Buyer title to the Property, duly executed and acknowledged by Seller.

(B) A certificate from Seller certifying that Seller's representations and warranties in this Agreement are true and correct as of the date of the Closing.

(C) Such affidavits or other evidence as the Title Company shall reasonably require for its title insurance policy.

(D) All keys to doors and mailboxes, codes to any locks and owner's manuals for appliances and fixtures.

(E) Any other documents, certificates, notices, affidavits or statements required by this Agreement, the Title Company, the escrow agent (if any) or law to complete the Transaction.

**10. Buyer Closing Deliverables.** At the Closing, Buyer shall deliver to Seller the following:

(A) The full amount of the balance of the Purchase Price, as adjusted by any pro rations or credits.

(B) Such affidavits or other evidence as the Title Company shall reasonably require for its title insurance policy.

(C) Any other documents, certificates, notices or statements required by this Agreement, the Title Company, the escrow agent (if any) or law to complete the Transaction.

**11. Seller Closing Costs.** On or before the Closing, Seller shall pay:

**12. Buyer Closing Costs.** On or before the Closing, Buyer shall pay:

**13. Risk of Loss.** Seller assumes the risk of loss or damage by fire, natural disaster or other casualty to the Property until the Closing. In the event that all or a portion of the Property is destroyed or otherwise materially damaged prior to the Closing, Buyer shall have the option (a) to complete the Transaction and receive any insurance proceeds payable or (b) to terminate this Agreement and be refunded any amounts previously paid under this Agreement.

**14. Possession of the Property.** Seller shall deliver exclusive possession of the Property on \_\_\_\_\_.

**15. Buyer's Lien.** All sums paid on account of this Agreement and the reasonable expenses related to the examination of title are hereby made a lien upon the Property, but such lien shall not continue after default by Buyer hereunder.

**16. Condition of Property.** Buyer acknowledges that Buyer is purchasing the Property "AS IS" in the condition that it is in at Buyer's final inspection. Seller agrees that the Property shall be in the same condition on the date of the Closing as of the date that Buyer's final inspection is completed.

**17. Sex Offender Registry Notice.** Pursuant to law, information about specified registered sex offenders is made available to the public. Buyer understands and agrees that they are solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Property, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

**18. Real Estate Taxes.** All real property taxes and adjustments which are delinquent shall be paid at the Closing out of funds due to Seller. Any non-delinquent real property taxes and adjustments, if any, shall be apportioned pro rata on an accrual basis.

**19. Default.** In the event Buyer defaults, Buyer shall forfeit the Deposit to Seller as liquidated damages, which shall be the sole and exclusive remedy available to Seller. In the event Seller defaults, the Deposit shall be refunded to Buyer, and Buyer may sue for all remedies available at law or in equity.

**20. Acceptance of Deed.** The delivery and acceptance of the deed herein described shall be deemed to constitute full compliance with all the terms, conditions, covenants and representations contained herein, or made in connection with the Transaction, except as may herein be expressly provided and except for the warranties of title.

**21. Bankruptcy.** In the event a bankruptcy petition is filed naming Seller as a debtor under any Bankruptcy Code, between the signing of this Agreement and the Closing, then this Agreement shall be terminated and Buyer shall be entitled to a refund of any and all sums paid under this Agreement.

**22. Attorney's Fees.** Except as otherwise expressly provided in this Agreement, in the event of any litigation brought in law or equity to enforce any material provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the other Party.

**23. Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, not including its conflicts of law provisions.

**24. Disputes.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

**25. Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service, or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

**26. Assignment.** This Agreement and Buyer's rights under this Agreement may not be assigned by Buyer without the express written consent of Seller.

**27. Amendment.** This Agreement may be amended or modified only by a written agreement signed by all of the Parties.

**28. Waiver.** No Party shall be deemed to have waived any provision of this Agreement, or the exercise of any rights held under this Agreement, unless such waiver is made expressly and in writing. Waiver by any

Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**29. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, heirs, executors, administrators, successors, and permitted assigns.

**30. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

**31. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

**32. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Agreement.

**33. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the subject matter.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the first date written above.

\_\_\_\_\_  
**Seller Full Name**                      **Seller Representative Signature**                      \_\_\_\_\_  
\_\_\_\_\_  
**Seller Representative Name and Title**

\_\_\_\_\_  
**Buyer Full Name**                      **Buyer Representative Signature**                      \_\_\_\_\_  
\_\_\_\_\_  
**Buyer Representative Name and Title**

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## GENERAL INSTRUCTIONS

### What is a Real Estate Purchase Agreement?

A Real Estate Purchase Agreement is a written document between a buyer who wants to purchase a home or other piece of real property and a seller who owns that property and wants to sell it. It is usually proposed by a buyer, and subject to the seller's acceptance of the terms. This document does not actually transfer title of a home, building, or lot. Instead, it provides a framework of the rights and responsibilities of each party before the legal transfer of title can occur.

A Real Estate Purchase Agreement may also be called:

- Real Property Purchase Agreement
- Real Estate Contract
- Residential Real Estate Purchase Agreement
- Agreement to Purchase Real Estate

### When Do I Need One?

After watching House Hunters on HGTV for years, it's finally your turn to go out and find the perfect home. Or you've bought a run-down home, poured your money and sweat into fixing it up, and now you're ready to list it for sale. Either way, once you find that perfect home or ideal buyer, you'll want to make sure that you have an agreement in writing to ensure that it's smooth sailing until the closing, and you'll know what to do if there are any hiccups along the way. You should use a Real Estate Purchase Agreement if you (a) are a potential buyer or seller of residential property, (b) want to define the legal rights of each party to the sale, and (c) outline each party's respective duties before the transfer of legal title. This agreement can be used for any residential property purchase or sale, as long as the construction of the home is completed before the closing date of the contract.

Sometimes a buyer will pay for the property all in cash. However, most of the time, the buyer will need additional financing to come up with the full purchase price. Here are the three common financing methods used in real estate purchase agreements:

**- Third-party financing:** A bank or other lending institution provides a loan or mortgage to a buyer which the buyer must pay back over time, with interest. This is the most common form of property purchase financing. Third-party financing can be affected by things like a buyer's employment situation, present financial portfolio, and credit score.

**- Seller financing:** The seller acts as the bank or lending institution and agrees to lend the buyer money to purchase the property. The buyer then pays back the loan over time, with interest.

**- Assumption of mortgage:** The buyer agrees to take over and pay the seller's liability for payments on an already existing mortgage on the property. This method saves the buyer from closing costs or potentially higher interest rates on a new mortgage.

### When Do I Need One?

If you don't have a Real Estate Purchase Agreement, you and the other party to the contract will not have a clear understanding of your rights, the possible risks, and any economic implications of those potential risks. Without an agreement, it will be much more difficult to negotiate the scope of each party's liability and enforce your legal rights.