REAL ESTATE PURCHASE AGREEMENT

For Property in Foreclosure

**NOTE: Consult with a local attorney who is an expert in your state’s foreclosure laws. While these clauses are provided, they are not a substitute for qualified legal counsel.**

PURCHASE AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (individually/collectively) as "Seller" whose address is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as "Buyer" whose address is:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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LANGUAGE OF THE CONTRACT: If this is checked \_\_\_\_\_\_ Seller affirms that he/she is fluent in English and that English is the language principally spoken at home. If this is not the case, Seller requests that this contract be translated into \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

PARTIES INFORMATION:

**S**eller's address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**B**uyer's address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. THE PROPERTY. The parties hereby agree that Seller will sell and Buyer will buy the following property, located in and situate in the County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to wit:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Property is currently in foreclosure and subject to the following encumbrances, liens or judgments.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unless specifically excluded, all other items will be included, whether or not affixed to the property or structures. Seller expressly warrants that property, improvements, building or structures, the appliances, roof, plumbing, heating and/or ventilation systems are in good and working order and that it owns such property free and clear of any encumbrances except those specifically stated herein. This clause shall survive closing of title.

NOTE: Seller shall also relinquish and transfer to Buyer any and all right to any and all tax or insurance escrows funded in order to satisfy any of those costs. No credit shall be given to Seller for this transfer.

2. WARNING REGARDING ASSUMPTION OF ANY MORTGAGE, DEEDS OF TRUST, OR OTHER LIENS OR ENCUMBRANCES

Buyer will pay only the purchase price for the Property and will not assume or pay off any loans unless specifically stated in this Section 2. Seller understands that any debts or liens now on the property, if not paid off or satisfied, may still be the Sellers responsibility after closing. If Buyer agrees to satisfy any debt, it may do so in any way it deems appropriate so long as Seller has no further liability for that particular debt.

Buyer agrees only to satisfy the following debts of Seller

 a. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 b. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 c. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WARNING: BUYER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WILL NOT ASSUME OR PAY ANY PRESENT MORTGAGE, DEEDS OF TRUST, OR OTHER LIENS OR ENCUMBRANCES AGAINST THE PROPERTY. THE SELLER, UNDERSTANDS HE/SHE WILL REMAIN RESPONSIBLE FOR ALL PAYMENTS DUE ON SUCH MORTGAGES, DEEDS OF TRUST, OR OTHER LIENS OR ENCUMBRANCES AND FOR ANY DEFICIENCY JUDGMENT UPON FORECLOSURE.

I HAVE HAD THE FOREGOING READ TO ME AND UNDERSTAND THE PURCHASER, WILL NOT ASSUME ANY PRESENT MORTGAGES, DEEDS OF TRUST, OR OTHER LIENS OR ENCUMBRANCES AGAINST THE PROPERTY DESCRIBED AS.

a. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE  \_\_\_\_\_\_\_\_       SELLER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SELLER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. PURCHASE PRICE. The total purchase price to be paid by Buyer will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*\*\* paid as follows:

 a. Monetary Consideration.

 Earnest money deposit applied (see below)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Loan payoff (approximate amount) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Balance due upon Actual Possession by Buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 b. Seller financing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Cash due to Seller at Closing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Payment due to Seller upon vacating \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\* The Parties agree that if a short sale is necessary the purchase price may be adjusted when negotiating with the mortgage company. All payoff amounts are estimates based upon Seller’s disclosures and are subject to change.

4. 🞎 check if applies The Short Sale - This offer is contingent upon a successful short sale with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

that is approved by the buyer.

5. EARNEST MONEY AND DEFAULT. RIGHTS IF BUYER DEFAULTS

1. Earnest money in the amount of $10.00 shall be paid, at the sole discretion of Buyer, in good funds or as a note to Seller but only after the right of Seller to terminate has expired.
2. If the transaction hereby fails to close solely due to a default by Buyer, the Deposit, if any, shall be retained by Seller as liquidated damages hereunder; thereafter, neither party shall have any further liability or obligation hereunder.
3. If the transaction hereby fails to close due to a default by Seller, the Earnest Money shall be given to the seller. Buyer realizes that all earnest monies are non-refundable.

6. DUE ON SALE DISCLOSURE Seller also understands that ANY existing mortgage not paid off or satisfied by the Buyer may have a “due on sale" clause that may be exercised by the lender. Lender, by right, may choose to accelerate the loan and demand full payment for the amounts due under the loan. Seller is completely responsible for the payment of the note to the lender if the lender exercises this right.

 My/Our initials attest to my/our Understanding and Acceptance of paragraph 6:

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. CLOSING. A closing shall occur on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ title company chosen by Buyer unless otherwise agreed by the parties in writing. Seller shall deliver at closing a General Warranty Deed subject only to those liens and encumbrances specifically set forth herein and a title insurance policy in an amount equal to the purchase price and any other requested documents. Buyer shall pay any and all costs of such policy and the closing costs for the transaction. Seller shall pay all utilities to the date of possession and any escrows shall be assigned to Buyer. No later than the end of closing on the Closing date defined herein, Seller shall surrender possession to the property in broom clean condition, and free of all personal items and debris at delivery of deed.

Seller agrees and understands that any personal property left on premises will be considered trash and will be disposed of without consideration to Seller.

8. Both the seller and buyer agree that according to the condition of said property, and the poor market value, and the seller’s situation, said property is worth between

 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

My/Our initials attest to my/our Understanding and Acceptance of paragraph 8:

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. ACCESS.

Prior to closing, Buyer shall be entitled a key and be entitled, upon no less than 24 hours notice to access to inspect, show partners, lenders, inspectors and/or contractors prior to closing. Buyer may place an appropriate sign on the property prior to closing for prospective tenants and/or assigns.

10. ASSIGNMENT

Buyer may assign, without limitation this contract to any entity prior to closing. Buyer has many different entities and this property will be taken by one of the buyer’s entities.

11. Acknowledgment of Parties and Waiver of certain claims against Buyer.

 a. Seller understands that Buyer is not acting as an agent or representative of Seller. Additionally, this agreement in no way should be understood to create a partnership, joint venture or any other business relationship between the parties except that of buyer and seller.

 b. This Agreement has been drafted by Buyer and Seller acknowledges that they have been advised to seek legal advice before executing this document. By signing this Agreement, Seller states that it has been advised by its own legal counsel or has chosen not to seek such advice before execution.

My/Our initials attest to my/our Understanding and Acceptance of paragraph 11 b:

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Seller\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 c. In any event, Seller agrees to waive any claim for damages other than actual damages caused by a breach of this agreement by Buyer.

12. Governing Law. This agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of action), shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

13. Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be illegal, inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision illegal, inoperative, unenforceable or invalid in any other case or of rendering any of the other provisions of this Agreement illegal, inoperative, unenforceable or invalid. Furthermore, in lieu of each illegal, invalid, unenforceable or inoperative provision, there shall be added automatically, as part of this Agreement, a provision similar in terms of such illegal, invalid, unenforceable or inoperative provision as may be possible and as shall be legal, valid, enforceable and operative.

14. If a Realtor is involved they will receive the payout of \_\_\_\_\_\_\_% of the sales price. The realtor(s) named below will be entitled to split this fee.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

15. Additional provisions

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller agrees with all additional provisions \_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_.

Sellers initials \_\_\_\_\_\_ Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_

\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seller

Received by Seller at \_\_\_\_\_\_\_\_\_\_\_\_\_ (time)

 \_\_\_\_\_\_\_\_\_\_\_\_\_(date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Buyer

**ADDITIONAL PROVISIONS – OUR SPECIAL CLAUSES**

1. One of the buyers/sellers is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_licensed real estate agent in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Buyer agrees to allow title company to release said deposit to Seller immediately.

3. Buyer agrees that is subject property does not close for any reason, the deposit is non-refundable and will be rolled-over to another property. If the Buyer backs out then they lose said deposit.

4. Buyer agrees to purchase subject property in “as-is, where-is” condition.

5. Buyer agrees and understands that Seller has never lived in subject property and guarantees or warrants nothing.

6. Seller acknowledges that Buyer is an investor and intends to resell subject property for a profit as soon as possible.

7. Transaction is contingent upon the Sellers ability to transfer title on or before the stated closing date as Seller is not owner of record and must close with owner of record first.

8. Sellers realize they will receive no proceeds from this transaction.