**REAL ESTATE PURCHASE AGREEMENT**

This Agreement shall become a binding contract between Buyer and Seller effective as of the Sellers Acceptance Date. **General Information.** The following capitalized terms and phrases have the meanings described below:

***Buyers Information:***
 Buyers Name: [YOUR COMPANY NAME HERE]
 Buyers Address: [YOUR COMPANY BUSINESS ADDRESS HERE]
 Buyers Telephone Number: [YOUR COMPANY PHONE NUMBER HERE]

***Sellers Information:***
 Sellers Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Sellers Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Sellers Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Property Information:***
 Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Property City, State & Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Terms:***
 Purchase Price: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Earnest Money: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Closing Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Possession Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
***Closing Agent:*** [TITLE COMPANY OR ATTORNEY NAME HERE]
 Closing Agent Telephone: [CLOSING AGENT PHONE NUMBER]

 **1. Purchase and Sale.** Subject to the terms of this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller. The Property includes the land, all appurtenant rights, privileges, and easements.
**2. Purchase Price.** Upon the Seller’s Acceptance Date, Buyer shall pay Seller the Earnest Money (if applicable). Buyer agrees to pay the Purchase Price (less the Earnest Money, if applicable) to Seller at Closing subject to appropriate charges and credits as provided in this Agreement.
**3. Deed and Evidence of Title.** Seller will convey the Property to Buyer at Closing with marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, free and clear of all liens, encumbrances, conditions, easements, and restrictions, except for: (i) those of record which do not interfere with the intended use of the Property as a permitted use under the current zoning for the Property; (ii) those assumed by Buyer; or (iii) those which are open and notorious or which could be determined by a visual inspection or survey of the Property. Prior to Closing, Buyer may at its option and at its own cost and expense obtain an attorney's opinion of title, owner's policy of title insurance or other evidence of title acceptable to Buyer. If the title to all or any part of the Property is unmarketable, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in the preceding sentence, Seller will be responsible for remedying or removing the title defect or at its election may choose not to cure the title defect in which case the Buyer may waive the title defect and proceed to Closing or may terminate this Agreement in which case any Earnest Money deposit and/or any other funds held in escrow by the Closing Agent shall be refunded to the Buyer.
**4. Taxes and Assessments.** Seller will pay all real estate taxes and all general, special, respread and reassessed assessments through the last installment immediately preceding the Closing. Seller will also pay its prorata share of subsequent installments of such taxes and assessments calculated in accordance with the Tax Proration Method selected above. All taxes and assessments payable by Seller under this Agreement will be credited to the Purchase Price at Closing.
**5. Closing.** Closing will occur on or before the Closing Date at the office of the Closing Agent, unless extended in writing by mutual agreement of the parties. Time is of the essence in the performance of this Agreement. Earnest money deposit shall be delivered to the closing agent three (3) business days prior to the closing date.
**6. Allocation of Costs.** All costs and expenses relating to this transaction will be paid by the respective parties as follows: A. Seller's Costs. Seller will be responsible for payment of: (i) its portion of taxes and assessments described in this Agreement; (ii) document preparation fees for the deed; (iii) document preparation fees and recording costs for all documents required to assume any applicable existing mortgages; (iv) all conveyance fees assessed by the County Auditor upon transfer of the deed; (v) all costs required to cure any title or survey defects; and (vii) any professional fees of attorneys or accountants providing services to Seller. B. Buyer's Costs. Buyer will be responsible for all other costs and expenses relating to this transaction which are not specifically delegated and identified to be paid by Seller in the preceding paragraph.
**7. Default and Remedies.** If either party defaults on the performance of its obligations under this Agreement, and fails to cure 1 such default within five (5) days after receipt of written notice of default, then the non-defaulting party shall have the option to: (i) terminate this Agreement and recover all damages available at law to Seller; or (ii) file an action for specific performance or such other equitable relief as may be available to Seller. The non-defaulting party shall also be entitled to recover all reasonable fees of attorneys and other professionals incurred by the non-defaulting party in pursuing its remedies under this Agreement, or in working with the defaulting party to cure the default.
**8. No Brokers.** SELLER ACKNOWLEDGES THAT SELLER HAS NOT BEEN REPRESENTED BY SELLER OR BY A REPRESENTATIVE OF BUYER, INCLUDING Global Fortune Solutions, LLC, WITH RESPECT TO THE PURCHASE AND SALE OF THE PROPERTY AS CONTEMPLATED BY THIS CONTRACT. SELLER AGREES AND UNDERSTANDS THAT THE BUYER AND BUYER’S REPRESENTATIVES, INCLUDING Global Fortune Solutions, LLC, ARE NOT ACTING AS SELLER’S AGENT IN THIS TRANSACTION AND HAVE BEEN ACTING SOLELY FOR BUYER’S OWN BENEFIT. SELLER AGREES AND UNDERSTANDS Global Fortune Solutions, LLC THAT MAY BE A LICENSED REAL ESTATE SALESPERSON [AND HAS A FINANCIAL INTEREST IN THE TRANSACTION OTHER THAN THE RECEIPT OF COMPENSATION FOR REAL ESTATE SERVICE]. SELLER AGREES TO HOLD BUYER FREE FROM ANY AND ALL LIABILITY REGARDING THIS PROPERTY AND TRANSACTION ARISING FROM ANY CLAIM OF AGENCY. SELLER ACKNOWLEDGES THAT BUYER IS NOT ACTING AS A LENDER IN THIS TRANSACTION.
 (Buyers Initials\_\_\_\_\_\_\_\_\_\_\_\_\_)
**9. Miscellaneous Provisions.** Upon Sellers acceptance, this offer shall become a complete agreement, binding upon and inuring to the benefit of Buyer and Seller and their respective heirs, beneficiaries, executors, administrators, legal representatives, successors and assigns. This Agreement constitutes the entire agreement of the parties, and all prior oral and written discussions, negotiations, understandings and agreements between the parties have been incorporated into or superseded by this document. At all times during the term of this Agreement and as of Closing, Seller’s representations, warranties and covenants in this Agreement shall be true and correct and they shall survive Closing. Upon prior written notice to Seller, Buyer’s rights and obligations hereunder shall be assignable to any tenant in common investors, joint ventures, affiliate or subsidiary or qualified intermediary without Seller’s prior written consent. Buyer will have access to the Property to show the Property to business partners, lenders, inspectors, contractors, and prospective purchasers, and may display in a conspicuous place on the Property, prior to closing, one or more “For Sale” signs. Further, Seller understands it is the intent of the Buyer to promptly resell the property for a profit, and Seller authorizes Buyer, at Buyer’s option, as attorney-in-fact for Seller to sell, market, negotiate and enter into a contract to sell or lease the property to a third party on behalf of Seller before Buyer takes title. Time is of the essence on all provisions of this Agreement. Buyer may cancel the said real estate purchase agreement if seller failed to disclose to buyer that may be revealed through inspection, appraisal, broker price opinion, and/or upon receipt of full title report.

**10. Duration of Offer.** This document shall be considered an offer by Buyer to purchase the Property, and shall be open for acceptance by Seller until Expiration of Offer shown below. If Seller does not accept this offer before midnight on the date of the Expiration of Offer, then this offer shall automatically expire, unless Buyer extends the offer in writing.

**Date of Offer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BUYER:**

**Expiration of Offer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACCEPTANCE OF OFFER**

Seller accepts the foregoing offer and agrees to be bound by its terms and conditions. The persons signing this acceptance constitute all of the owners of the title to the Property.
 **Date of Acceptance:  SELLER:** By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_