

# REAL ESTATE PURCHASE AGREEMENT

Dated: **July 1, 2023**. PropDaddy.com LLC and/or assigns (hereinafter "Buyer") and **YOUR NAME** (hereinafter "Seller") hereby enter into this contract for sale of property (hereinafter "Agreement") located at: **PROPERTY ADDRESS** (hereinafter "Property") with the following terms:

1. Purchase Price. The purchase price paid by Buyer will be in the amount of **\$0.00**, which may be approximate based on the final figures below, payable as follows:

Earnest money deposit, hereby acknowledged received of \$10.00

Owner Financing from Seller **\$0.00**

Subject to Existing Loans/Liens **\$0.00**

Cash Balance Due at Closing **\$0.00**

2. Closing date. The parties agree that the closing will take place on or before **July 12, 2023**. Buyer shall receive possession at closing and the Property shall be free of all tenants and personal property. Property shall be left in broom-swept condition and any personal property left on the grounds may be disposed of by Buyer and the cost to rectify shall be withheld and deducted from Seller proceeds. If Buyer is unable to close on or before closing date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to closing, then the Buyer shall be entitled to an automatic extension and this clause shall serve as that extension.

3. Financing. If there is an amount listed in "Subject to Existing Loans/Liens" above, Buyer will become responsible for paying the monthly payment(s) on the mortgage(s), as well as property taxes, assessments, insurance, and any other expenses related to the property. If the actual loan/lien balance is less than as stated herein, the purchase price shall be reduced to reflect the difference; if the actual loan/lien balance is more than as stated herein, then Buyer's required cash payment shall be reduced accordingly. If no cash is due, Seller agrees to pay any shortage at closing. Seller agrees to transfer tax and insurance escrows held by lender. Loans/liens being taken subject to shall not be adjustable or have balloon payments and shall have interest rates less than 6%. If there is an amount in "Owner Financing from Seller" above, Buyer shall deliver a promissory note in the amount listed which shall be paid as follows: paid off when Buyer finds their end-buyer and they acquire new financing and cash out of the deal.

4. Fixtures. This sale shall include any and all fixtures to the Property including but not limited to: heating and air conditioning equipment, built-in appliances, window shades, blinds, curtains and curtain rods, attached carpeting, attached mirrors and lights, shutters, screens and storm doors/windows, garage door openers, TV reception

systems, outbuildings and all exterior plants and trees. Unless specifically excluded, all other items will be included, whether or not affixed to the property or structures. Seller warrants that property, improvements, building or structures, the appliances, roof, plumbing, heating and/or ventilation systems are in good and working order.

5. Contingencies. This agreement is contingent upon Buyer's inspections, approval and acceptance of all paperwork, termite report, leases, appraisals, tenant histories, completed title work, and final inspection and approval of the condition of the Property before closing.

6. Closing. Buyer's closing packet shall be used. Buyer shall pay all normal closing costs associated with Buyer's normal closing procedure. If a more complex closing procedure is agreed upon, Seller shall bear the cost. The mortgage, mortgage insurance, property taxes, hazard insurance, HOA dues, and rents will be prorated to the date of sale. If the Seller is due proceeds, these will be deducted from those proceeds. Seller will provide marketable title via a general warranty deed to trustee with release of title to Buyer free and clear of all liens except loans/liens noted above that are being taken subject to. Seller shall transfer Property into a land trust before conveyance and the Seller shall assign their beneficial interest.

7. Marketing & Access. Seller agrees to terminate any marketing for the property for the term of this contract. Any ongoing listings must be updated such that the Property is not listed as for sale and does not show any sale price. Buyer shall be provided a key and access to the Property to show partners, buyers, tenants, lenders, inspectors and/or contractors prior to closing. Buyer may place a sign on the property for prospective tenants or buyers.

8. Legal. Seller understands that once this agreement is executed, the Buyer will begin putting time and money into this deal and may record a memorandum to protect their interest and may seek specific performance in the event of default by Seller. Both parties have had an opportunity to seek legal counsel to advise them in this transaction. Both parties warrant that they are not represented in this transaction by a licensed real estate broker or agent and no funds from this sale will be paid to one. Both parties agree that time is of the essence. Seller agrees to honor the requests of the Buyer as it relates to closing within 24 hours of the request being made. There are no representations, warranties, or agreements of the parties that have not been incorporated into this agreement and shall survive the closing. Any changes to this agreement must be in writing and signed by both parties. Seller is responsible for rectifying any government required point of sale violations before closing, if required. If the Buyer shall default in the performance of his obligation under this Agreement, the amount of the deposit shall become the property of the Seller as his sole remedy without further recourse. This Agreement and all provisions hereof shall be binding

upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. This offer expires, if not accepted by 11:59 p.m. on **July 1, 2023** . Signed on the date first written above.

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**YOUR NAME**, Seller **n/a**, Seller PropDaddy.com LLC, Buyer