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## ASSIGNMENT OF 'ONE TO FOUR FAMILY RESIDENTIAL CONTRACT'

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**This Agreement** is made and entered into on \_\_\_\_\_, 2025, by and between:

**Assignor:** \_\_\_\_\_ ("Assignor")

**Assignee:** Deal Bankers Dot Com (Bill Wilburn, d/b/a Deal Bankers Dot Com) and Swift Sell Properties, LLC (together, "Assignee")

**Property Address:** 903 Cravens Avenue, San Antonio, Texas 78223

**Legal Description:** HIGHLAND HILLS NCB 10702 BLK 3 LOT 10

### RECITALS

- **WHEREAS**, Assignor entered into a Real Estate Purchase Contract with **Henry Gonzales Jr., Laura Estrada, et al.** ("Seller") for the above property; and
- **WHEREAS**, Assignor wishes to assign to Assignee all rights and interest in said Real Estate Purchase Contract;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

#### **1. Assignment Fee**

Assignee shall pay Assignor an **Assignment Fee** of \$ \_\_\_\_\_, payable at closing of the transaction between Assignee and Seller. A portion of this Assignment Fee shall be paid prior to closing as a deposit under Section 4 below.

#### **2. Closing Agent**

Assignor and Assignee agree to utilize the services of the closing agent designated by Assignor.

#### **3. Closing Deadline**

Assignee must close this transaction on or before \_\_\_\_\_, 2025 ("Closing Date"). If Assignee fails to close on or before the Closing Date, this Agreement shall be **null and void**, and Assignee shall forfeit all rights to the deposit as provided in Section 7.

**Assignor Initials:** \_\_\_\_\_, \_\_\_\_\_ **Assignee Initials:** \_\_\_\_\_, \_\_\_\_\_

#### **4. Deposit**

Assignee shall deposit \$\_\_\_\_\_ with \_\_\_\_\_ upon signing this Agreement. This deposit shall be credited against the Assignment Fee of \$\_\_\_\_\_.

#### **5. Purchase Price and Seller Financing**

Assignor has negotiated a purchase price of \$\_\_\_\_\_ as the cash portion of the sale, to be applied toward the remaining balance of the note under the attached **Seller Financing Addendum**.

Adding the Assignment Fee of \$, **Assignee's total cash portion of the purchase price is \$.**

**5.i** Assignee agrees to pay the remaining balance in accordance with the Seller Financing Addendum.

#### **6. Acceptance of Original Contract**

Assignee accepts all terms and conditions of the Real Estate Purchase Contract between Assignor and Seller in its entirety.

#### **7. Clear Title Contingency**

This Assignment is contingent on Seller providing clear and marketable title to Assignee prior to the Closing Date. If clear and marketable title cannot be obtained, this Assignment shall be terminated and the deposit refunded to Assignee.

#### **8. Delivery of Documents**

Assignee acknowledges receipt of legible copies of the original Real Estate Purchase Contract, including all addenda and attachments, and accepts them in full.

#### **9. Possession**

Assignee acknowledges that the property will be delivered with tenant(s) in possession in accordance with the attached Seller's Temporary Lease Agreement.

#### **10. Default by Assignee**

If Assignee fails to close this transaction or defaults under this Agreement, Assignor may terminate this Assignment, retain the deposit as liquidated damages, and all rights and interests under the Real Estate Purchase Contract shall automatically revert to Assignor.

**Assignor Initials:** \_\_\_\_\_, \_\_\_\_\_ **Assignee Initials:** \_\_\_\_\_, \_\_\_\_\_

## **11. Renegotiation of Original Contract**

Assignor reserves the right to renegotiate the purchase price with Seller prior to closing. If the purchase price is reduced, the Assignment Fee shall be increased by the same amount, and Assignee's total purchase price shall remain unchanged.

## **12. Transaction Fee**

For facilitation of this transaction, Assignor shall pay \$0 as a Transaction Fee to National Wholesale Realty at closing.

## **DISCLOSURES AND ACKNOWLEDGMENTS**

1. **As-Is Condition:** Seller sells the property "as-is." Assignor makes no warranties or representations regarding condition. Assignee is relying solely on its own inspections and evaluations.
2. **Examples of Non-Warranted Conditions:** roof, plumbing, electrical, appliances, sewer, soil, foundation, HVAC, pool equipment, and building code compliance.
3. **No Agency or Brokerage:** Assignor, Seller, and their agents are not acting as brokers or representatives for Assignee.
4. **Survey:** Assignee is encouraged to obtain a current survey at their own expense.
5. **Backup Assignments:** Assignor may accept backup assignments until closing.
6. **Disclaimer on Representation:** Bill Wilburn will not represent any party as a real estate agent or in any capacity.
7. **Non-Affiliation:** Parties collaborating on this transaction are not representatives of Deal Bankers Dot Com.
8. **Refund of Deposit:** Any deposit may only be refunded if Seller fails to provide clear and marketable title.

**Assignor Initials:** \_\_\_\_\_, \_\_\_\_\_ **Assignee Initials:** \_\_\_\_\_, \_\_\_\_\_

## Assignment Fee Dispersal

At closing and funding:

- **90%** of the Assignment Fee shall be paid to **Swift Sell Properties, LLC**.
- **10%** of the Assignment Fee shall be paid to **Deal Bankers Dot Com (Bill Wilburn, d/b/a)**.

## Contact Information

Swift Sell Properties – See Wiring Instructions – \_\_\_\_\_

Deal Bankers Dot Com – See Wiring Instructions – (512) 843 5181

## Signatures

**Assignor:** \_\_\_\_\_

(Print Name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Assignee:** Deal Bankers Dot Com (Bill Wilburn, d/b/a)

Signature: /S/ Bill Wilburn

Date: 8/28/2025

**Assignee:** Swift Sell Properties, LLC

By: \_\_\_\_\_ (Authorized Signer)

Date: \_\_\_\_\_

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

**Phone:** \_\_\_\_\_

**Assignor Initials:** \_\_\_\_\_, \_\_\_\_\_ **Assignee Initials:** \_\_\_\_\_, \_\_\_\_\_