



RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered by and between _____ (hereinafter "Seller") and True Value Homes (hereinafter "Buyer"). Seller and Buyer may be referred to in this Property Agreement individual as a "Party" with a designated number, should it be needed, and collectively as "Parties."

I. Description and Sale of Property

Buyer agrees to purchase and Seller agrees to sell the real estate property described below, hereinafter known as the "Property:"

Street Address: _____
City, State, ZIP: _____
APN: _____

Property is sold in AS IS Condition

Property includes all fixtures, windows and floor coverings, built-in appliances, draperies including hardware, shades, blinds, window and door screens, awnings, outdoor plants, trees, and other items now on premises. Any personal property remaining in or on the Property after the sale of the Property shall be the Buyer's Property.

II. Purchase price

Buyer agrees to pay Seller for the Property and to follow all obligations specified in this Property Agreement, if any, as the full and complete purchase price, including any and all applicable sales tax, at the sum of:

_____ Dollars (\$_____)

hereinafter known as the "Purchase Price" or "Total Purchase Price."

III. Closing Costs and Taxes

Buyer will be responsible for paying all required sales, taxes, and any other transfer costs that may arise from the transfer of the Property, as well as filling all required sales, taxes, and other expenses connected to the Property. Seller will pay for property taxes associated with the Property until the date of Delivery as well as all liens against the Property at the close of escrow. At the close of escrow, the responsibility of paying property taxes will be given to the Buyer. Buyer and Seller shall each pay their customary closing costs per local practice unless otherwise agreed in writing.

IV. Closing

Buyer will take possession of the Property on _____
If delivery is given after the Effective Date, the Seller must do so in the same condition.

V. Seller's representations

Seller represents and warrants that they have full authority to sell the Property. The Seller acknowledges that the Property is free and clear of all liens, liabilities, and indebtedness and makes no other warranties or representation concerning the Property, which is being sold "as is." The Seller disclaims any warranties or representations to the functionality or value of the Property, and thus, the Buyer shall have no recourse.

Seller agrees to provide marketable title and cooperate with Buyer and/or Buyer's assignee in clearing title. Buyer shall have the right to assign this Agreement.

VI. Payment

Payment of the Purchase Price will be made by Buyer, partially or fully, to Seller by:

Cash: \$ _____

Cashier's Check: \$ _____

Earnest money deposit shall be applied toward the Purchase Price at closing.

VII. Earnest Money

Buyer shall deposit the sum of Ten Dollars (\$10.00) as earnest money with the closing/title company designated by Buyer within two (2) business days after acceptance of this Agreement. Said earnest money shall be applied to the Purchase Price at closing.

If Buyer fails to close pursuant to the terms of this Agreement, Seller may retain the earnest money as liquidated damages, which shall be Seller's sole and exclusive remedy.

If Seller fails to perform, the earnest money shall be returned to Buyer upon demand.

VIII. Disputes

Disputes shall be resolved through mediation or arbitration per Arkansas law, unless parties mutually agree otherwise.

IX. Severability

If any provision in this Property Agreement is held to be unenforceable or invalid, it shall not affect the enforceability or validity of other provisions.

X. Governing law

This Property Agreement follows the laws of the state of Arkansas.

XI. Integration

This Property Agreement constitutes the entire agreement of all Parties and supersedes all other written or oral agreements or understandings by all Parties.

XII. Execution

IN WITNESS WHEREOF, the Parties agree that this Property Agreement will come into effect on the Effective Date.

True Value Homes

Buyer and/or Assigns

Seller Information

Phone Number: _____

Email: _____

