

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this 1st day of February, 2020 ("Offer Reference Date") JANE SMITH ("Buyer") offers to purchase from SALLY JOHNSON ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$2,000 in the form of CHECK.

After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

OFFER TO PURCHASE

1. PROPERTY: 1234 ABC COURT City of SALT LAKE CITY County of Salt Lake - State of Utah, Zip 84108
Tax ID No. 123-456-78 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 Included Items. Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixture and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 Other Included appliances. The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale. Applicable appliances will have a check:

☒ washers, ☒ dryers, ☒ refrigerators, ☐ microwave ovens, ☐ other (specify)

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

2. PURCHASE PRICE.

2.1 Payment of Purchase Price. The Purchase Price for the Property is \$400,000 Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

<u>\$2,000</u>	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
<u>\$</u>	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
<u>\$</u>	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
<u>\$55,000</u>	(d) Seller Financing (see attached Seller Financing Addendum)
<u>\$343,000</u>	(e) Balance of Purchase Price in Cash at Settlement

Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____