

ASSIGNMENT OF RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

Assignor:The Assignor

Assignee:The Assignee

For the total purchase price of **Four Thousand Only** Dollars (**\$4000**), the undersigned Assignor does hereby assign to the Assignee all rights, title, and interest in and to the Residential Real Estate Purchase and Sale Agreement for the real property located at: **The Property Address.**

Assignee shall deliver (**\$ 1000**) as an Earnest Money Deposit to escrow. If the Earnest Money Deposit is not received by escrow by **The ESCROW By**, this Assignment of Residential Real Estate Purchase and Sale Agreement is void.

“Assignee Close of Escrow Date” is on **10 Sep 2022**. This date supersedes the Close of Escrow date on the Residential Real Estate Purchase and Sale Agreement.

Assignee shall pay all escrow fees, HOA fees, ALTA Loan Policy, Homeowners Policy, and recording fees and shall otherwise abide by the terms and conditions of the Residential Real Estate Purchase and Sale Agreement. The assignee may not terminate the Residential Real Estate Purchase and Sale Agreement for any reason. The assignee may not contact or otherwise disturb the tenants or occupants of the Property before the close of escrow.

Assignee Default Clause

If the Assignee does not fund on the “Assignee Close of Escrow Date”, the Assignment of Residential Real Estate Purchase and Sale Agreement is void. The Escrow Company shall immediately release Earnest Money Deposit to the Assignor. Assignee shall be liable for all damages caused to the Assignor. This clause shall apply unless (a) Assignee is unable to insure title to the Property, (b) Seller is unable to deliver clear title to the Assignee, and (c) Seller fails to execute all documents necessary to timely close escrow on the sale of the Property.

In the event of a dispute concerning the interpretation or enforcement of this Assignment, the prevailing party shall recover their reasonable attorneys' fees and costs. This Assignment shall go into effect upon the signatures of the Assignor and Assignee.

Assignee: _____

Date: _____

Assignor: _____

Date: _____

