

SIMPLE OFFER TO PURCHASE CONTRACT- SUBJECT 2

The **Buyer & Seller** (identified below) enter into a legal agreement, exchanging valuable consideration for real estate known as:

_____ (street #, name) _____ City _____ State _____ Zip

The Property Identified above shall be deemed to include the entirety of the land and fixtures located at that address, unless otherwise identified.

The purchase price offered is: \$ _____
Principal on the loan you are taking over: \$ _____
Due Dilligence Deposit (paid directly to seller): \$ _____ (if applicable)
Earnest Money (Refundable within due diligence) \$ _____ (to be held at closing attorney)
Balance at closing \$ _____

Title Subject to Existing First Deed of Trust: Held by _____ with approximately _____ owed. Monthly payments estimated at: _____. Other Deeds of Trust or encumbrances to Title? _____.

This offer is conditional upon the following terms:

1. Said property is to be sold free and clear of all encumbrances, by good and marketable title, with full possession to said property available to Buyer at date of closing. Seller knows of no liens or encumbrances, and has no notification of such (city or HOA liens, etc). Taxes, HOA dues or other items will be pro-rated at closing.
2. This contract is fully integrated. Buyer has right to assign or market this contract, including MLS or Zillow.
3. Subject to inspection by Buyer, with such **due diligence period** ending at 9pm on _____. Due diligence is sole remedy of Seller if terminated within applicable period. Property is sold '**as is**' with items existing in house conveyed to seller unless outlined below.
4. Buyer and seller to pay normal closing costs. Any definitions to interpret this document may be drawn from the latest N.C. Real Estate Commission Offer to Purchase then existing.
5. Buyer to close on or before _____ at the law firm of Harry Marsh Law (Escrow Agent).
6. Termination by Buyer shall result in loss of Due Diligence or EMD as liquidated and full, final damages. Termination by Seller may result in an action for specific performance and/or other damages as applicable.
7. Additional terms and conditions: _____
8. HOA Information: Is there an HOA? (YES) or (NO). If so, is the account current? (YES) or (NO). Please provide HOA contact information- _____

Buyer Printed Name

Seller Printed Name

Buyer Signature

Seller Signature

Buyer Phone Number

Seller Phone Number

Buyer Email

Seller Email