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**CONTRACT OF SALE**

A contract to purchase is offered this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_ PURCHASER  
 \_\_\_\_\_ SELLER

PURCHASER agrees to buy and SELLER agrees to sell all that lot or parcel of land, with the buildings & improvements thereon, if any, located in \_\_\_\_\_, \_\_\_\_\_, and being described as follows: \_\_\_\_\_ Tax Map # \_\_\_\_\_

Subject to the following terms and conditions, including terms and conditions announced prior to the sale and attached hereto.

The sale price is \_\_\_\_\_  
 \$ \_\_\_\_\_ Earnest Money (non-refundable)  
 \$ \_\_\_\_\_ Additional Cash at Closing  
 \$ \_\_\_\_\_ Total Sales Price

It is understood that a good and marketable title, free of encumbrances, except subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises (provided they do not make the title unmarketable) and to all government statutes, ordinances, rules and regulations is to be furnished. The described property is to be sold in "As is, Where is" condition without warranty either expressed or implied by the SELLER or AUCTIONEER.

The deed shall be prepared in the name of \_\_\_\_\_ and delivered at the offices of \_\_\_\_\_ or stipulated place of closing, and transaction closed on or before \_\_\_\_\_.

A proper general warranty deed with all stamps affixed thereto will be furnished by the PURCHASER.

Taxes, water, sewer charges, fuel oil, electricity, rents as when collected and other assessments, including homeowners association fees, shall be adjusted as of the date of closing. Tax proration pursuant to this Contract are to be based on the tax information available on the date of closing and are to be prorated on that basis.

Possession of said premises will be given to the PURCHASER at closing.

SELLER and PURCHASER authorize the settlement agent to furnish to the Listing broker and Selling Broker copies of the final HUD-1 settlement statement for the transaction.

The parties agree that this written Contract expresses the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors and assigns forever.

Signatures below signify acceptance of all terms and conditions stated herein.

_____	LS	_____	_____	_____	_____
Purchaser		Telephone	Date	Witness as to Purchaser	
_____	LS	_____	_____	_____	_____
Purchaser		Telephone	Date	Witness as to Purchaser	
_____	LS	_____	_____	_____	_____
Seller		Telephone	Date	Witness as to Seller	
_____	LS	_____	_____	_____	_____
Seller		Telephone	Date	Witness as to Seller	