

**THIS ASSIGNMENT ("Assignment")** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ ("Assignor"), and, \_\_\_\_\_ ("Assignee").

**WITNESSETH:**

WHEREAS, On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Assignor has entered into a certain Real Estate Purchase and Sale Agreement ("Agreement") with \_\_\_\_\_ as ("Seller(s)") and the Assignor as ("Buyer(s)") for rights to purchase the property located at \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_, copy of said Agreement being attached hereto as Exhibit "A",

AND WHEREAS, Assignor wishes to sell his/her/their right in the Agreement and the Assignee wishes to buy all of Assignor's rights and accepts receiving title and interest into and under said Agreement.

- NOW THEREFORE, for and in consideration of the sum of \_\_\_\_\_ and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest into and under said Agreement. This Assignment shall be binding upon Assignor and shall insure to the benefit of Assignee and its successors, heirs and assigns.
- Assignee hereby assumes all of Assignor's duties and obligations under said Agreement.
- The Assignee agrees to close on or before \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and adhere to all remaining terms of the Agreement.
- The Assignee agrees to indemnify and hold harmless Assignor from and against any claim or action, which may arise or hereafter be brought by Seller(s) against Assignor arising under or by virtue of the Agreement.
- This Assignment constitutes the sole and entire agreement between the parties hereto and no modification shall be binding unless set forth in writing and signed by all parties hereto.
- This Assignment shall be construed under the laws of the State of New Jersey.
- Time is of the essence in this Assignment.
- Seller and Assignee agree and understand that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling his/her/their contractual and/or equitable interest in the above referenced agreement to Assignee.
- A non-refundable deposit of \_\_\_\_\_ will be made payable to the Title Company.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

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Assignor:

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Date:

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Assignee:

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Date: