

OFFER TO PURCHASE AND CONTRACT

_____, as Buyer,
hereby offers to purchase and

_____, as Seller, upon
acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all
improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the
Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the County of _____, State of _____, being
known as and more particularly described as:

Street Address _____ City _____ Zip
_____;

Legal Description: A portion of the property in Deed Reference: Book _____, Page No. _____, Parcel ID Block
Lot _____.

2. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and
all documents and papers necessary in

Time of closing and transfer of title/Deed to be on or before _____, at a place designated
by _____.

The deed is made to _____, and or
assigns.

3. PERSONAL PROPERTY: The following personal property is included in the purchase price:
_____.

4. PURCHASE PRICE: The purchase price is \$_____ and shall be paid as follows:

(a) \$_____, EARNEST MONEY DEPOSIT by personal check to be deposited and held by
_____, until the sale is closed, at which time it will be credited to Buyer. In the event: (1) this
offer is not accepted; then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller,
upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies
available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest
monies shall be forfeited upon the Seller's request, but receipt of such forfeited earnest monies shall not affect any other
remedies available to Seller for such breach.

(b) \$_____, **BALANCE of the purchase price in cash at closing.**

5. CONDITIONS:

(a) The Buyer must be able to obtain a loan/cash commitment on or before the effective end date of this agreement. Buyer
shall be responsible for all costs with respect to any loan obtained by Buyer.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of
the real property for single family residential purposes.

(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear
and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by
Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to
obtain any such cancellations following closing.

(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee
simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of
closing); utility easements and inviolate restrictive covenants that do not materially affect the value of the Property; and such
other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public
right of way.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no governmental special assessments, either pending or
confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners'
association special assessments, except as follows: **Property is in AS-IS conditions.** Seller shall pay all confirmed owners'
association assessments and all confirmed governmental assessments, if any, and **Buyer has the right to void this
agreement if any liens or encumbrances are found / pending or can't be settled.** Buyer may have the right to continue

with said agreement if liens or encumbrances are allowed by the buyer. Unless otherwise agreed as follows: Buyer may cancel at any time without notice to seller, if buyer does not approve of inspections.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are: _____

8. CLOSING EXPENSES: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

Buyer will pay buyers cost. Seller will pay all seller cost.

9. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

10. LABOR AND MATERIAL: Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising wherefrom.

11. PROPERTY INSPECTIONS:

(a) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (I) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings, and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (II) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (III) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before the end of this agreement.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator. Stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage there from. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties.

(d) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS. ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. REASONABLE ACCESS: Seller gives all access to buyer & rights to the property. Seller understands in order to complete the sale / transaction of this agreement Seller will allow buyer access to all of sellers' mortgage companies thru authorization to release information. In addition buyer may require Power of Attorney in order to complete "Short sale". Seller agrees to work with in any way the buyer to help in the closing of said agreement.

13. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items: NO EXCEPTIONS

14. POSSESSION: Unless otherwise provided herein, possession shall be delivered at time of closing/signing the deed by both parties.

15. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO, SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

16. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In this event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

17. ASSIGNMENTS: This contract may be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

18. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

19. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

20. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

21. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

22. SHORT SALE: In cases of short sale, Bank/mortgage Company or any liens holders agree to hold sellers or named persons on title as of this agreement harmless of any further actions. To not hold seller accountable for the remainder amounts owed.

23. CONDITIONS:

_____.

24. EXPIRATION OF OFFER: This offer shall expire unless unconditional acceptance is delivered to Buyer on or before _____ AM _____ PM, on _____, TIME BEING OF THE ESSENCE, or until withdrawn by the Buyer, whichever occurs first.

25. If this offer is not accepted within _____ days this offer becomes invalid.

26. On-site inspection: Buyer ☐ HAS ☐ HAS NOT made on-site personal examination of the Property prior to the making of this offer.

27. Seller acknowledges that the buyer may market the property for sale prior to closing. Marketing may include, but is not limited to the following methods: signs, listing service, internet, or any non-internet related methods.

Buyer _____ (SEAL) Seller
_____ (SEAL)

Buyer _____ (SEAL) Seller
_____ (SEAL)

Date _____ SS/Tax _____ ID _____ # _____

Date: _____
