## Buy/Sell Agreement

Buyer(s):		Seller(s):			
Phone:		Phone:			
Date:	,	_ Agree	ement Number:		
	The Undersigned Buyer and Seller each acknowledge that they have read and signed the SELLERS DISCLOSURE STATEMENT.  PROPERTY DESCRIPTION: Buyer agrees to purchase from Seller the property located at:				
2.	Street Address	City/Township	County, State		
3. 4.	SALE PRICE:  METHOD OF PAYMENT  CASHIER CHECK OR MON CASH – Buyer will pay the	<b>EY ORDER.</b> The sale will be complete sale price in cash upon Seller's execution.	Oollars \$ IN US DOLLARS BY CASH, CERTIFIED CHECK leted by the following method: cution and delivery of a Warranty Deed at closing		
	NEW MORTGAGE – The full purchase price upon the execution and delivery of a Warranty Deed, contingent upon Buyer's ability to obtain a mortgage.  Should any part of the new mortgage be FHA/VA insured, Seller Buyer will agree to pay an amount not to exceed \$, representing repairs required as a condition of financing.  Exceptions:  Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the				
	application withindaSELLER FINANCING (o Land Contract Equity Terms: Dollar Amount	ys after this Agreement is fully execut check one)  Purchase Money Mortgage  Mortgage Assumption or Lar Months/Year(s)	ed.  nd Contract Assignment		
5.	SELLER UNDERSTANDS TO SELLER OF ANY OBLIGAT UNLESS OTHERWISE AGRITLE INSURANCE: A S	TONS OR OTHER INDEBTEDNES EED TO BY THE LENDER OR RI Standard ALTA Owner's Policy of Title	NG THE PROPERTY DOES NOT RELIEVE SS TO WHICH THE PROPERTY IS SUBJECT, EQUIRED BY LAW OR REGULATION.  le Insurance in the amount of the purchase price will be blicy insuring marketable title vested in buyer, including		
	Exceptions: Owners and Mo		etion prior to closing.  Evices to be provided by America's One Title Agency		
	If Buyer objects to any item on	the commitment, Seller will have 28 d	ays after receiving written notice to remedy the claimed the contract if unable to cure title defects.		
	PROPERTY TAXES: Sell addressed below. Buyer will beNo proration. (Choose O Buyer Seller yellow Seller yellow Seller yellow Seller Seller yellow Seller Se	er will be responsible for any taxes bile responsible for all taxes billed after the line) will pay taxes billed summer( will pay taxes billed winter( n (all taxes billed or to be billed in the e taxable value and the millage rate(s)	lled prior to those nose addressed below.  (year) year of the closing). Calendar year tax levies will be in effect on the day of closing, broken down to a per		
	Fiscal Year Proration – (Choose One) Advance Fiscal Year will be assumed to of Fiscal year tax levies will be est broken down to a per diem tax p	cover a 12 month period from date bill imated, if necessary, using the taxable	are paid in  ed, and taxes will be prorated to the date of closing.  value and millage rate(s) in effect on the day of closing sing with Seller paying to day of closing.		
7.	date first written above Buyer will assume or pay	ng assessments which are due and pay	able, or a lien or both, on the property on or before the as after Seller pays for any assessment installments		

8.	WELL/SEPTIC: Within ten (10) days after this Agreement is fully executed, the Seller will arrange and pay for an inspection and written report by the County Health Department or a mutually agreed upon qualified Inspector, if allowed by the health department, of the primary well used for human consumption (including water test for coliform bacteria and nitrates) and septic systems (including tank pumping, if required) in use on the property. If the evaluation report(s) in any of the above circumstances disclose(s) a condition which the Buyer deems unacceptable or that doesn't meet county standards where the county requires minimum standards as a condition of sale, Buyer shall notify the Seller in writing, within five (5) days after the date Buyer has received the applicable report(s), of such condition and request corrective action. If Seller does not agree or fails to respond within fifteen (15) days of Buyer's requested corrective action, Buyer shall have the right to terminate this Agreement by providing written notice to Seller within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of the aforementioned fifteen (15) day period, and Buyer's good-faith deposit will be refunded. Buyer agrees that the contingency provided by this paragraph shall be deemed to have been waived if (1) Buyer fails to provide written notice of a condition deemed unacceptable within five (5) days after Buyer has received the applicable report(s); or (2) Buyer fails to terminate this Agreement in writing as provided above. If these contingencies are waived or if Buyer elects to close this transaction, Buyer shall be deemed to have accepted the well and/or septic in its "as is" condition as of the date of closing.  EXCEPTIONS:				
9.	PRORATED ITEMS: Rent; insurance, if assigned; fuel; association fees/dues; interest on any existing land contract,				
	mortgage or lien assumed and/or to be paid by the Buyer will be adjusted to the date of closing of the sale.				
10.	INSPECTIONS: By signing this Agreement, Buyer is representing that the Buyer is aware that inspection services of buildings and building components and systems are commercially available. Buyer has the right to inspect the buildings and building components and systems or have the buildings and building components and systems inspected by experts selected by the Buyer. The Buyer has elected to arrange and pay for the following inspections:  No Inspections Plumbing Heating, Ventilating, Air Conditioning Electrical Termites and other wood destroying insects Radon Water Test for Lead and Nitrites (required if FHA or VA financing) Structural, including roof Other (specify)				
11.	The property includes all buildings; GAS, OIL, and MINERAL RIGHTS OWNED BY SELLER; all attached fixtures such as carpeting and linoleum, mirrors, complete lighting and fixtures, drapery and curtain hardware, window shades and blinds; screens, storm windows and doors; stationary laundry tubs; heating and air conditioning equipment (except window units); water softener (unless rented), water pump and pressure tank; sump pump, TV antenna and complete rotor equipment; garage door opener and controls; attached work benches; all attached shelving; stationary outdoor grills; all support equipment for in ground pools; detached storage buildings; fireplace door and screens; fireplace inserts; built-in appliances; mail box; all plantings; underground sprinkling system; water pump and timers  BUT DOES NOT				
	INCLUDE				
12.	CONTINGENCIES: The Buyer's obligation to consummate this transaction (choose one):  IS NOT CONTINGENT – upon the sale or exchange of any other property by Buyer.  IS CONTINGENT UPON CLOSING – of sale or exchange of Buyer's property located at:  on or before				
13.	. CLOSING DATE: The closing will be held within 10 days after all parties have been notified that all necessary documents have been prepared but not later than, unless extended by other provisions of this contract.				
14.	OCCUPANCY: Seller will vacate the property:				
the pro	on the date of closing within days after closing. Seller is responsible for utilities, maintenance and any repairs or damage caused to perty after closing and before vacating and will transfer the				
	property clean and rubbish free. If tenants occupy property then Seller will vacate the tenants before closing or				
Buyer	will assume responsibility for tenants and security deposits will be credited to Buyer at closing.				
15.	SURVEY: Seller or Buyer  Will pay for: Stake Survey Mortgage Inspection or Waived.  In the event of encroachment or substantial variation of the presumed boundaries, Seller will remedy within 28 days or pay for the Survey and return deposit in full termination of contract.				
16.	ATTORNEY RECOMMENDED: Buyer and Seller acknowledge that it is recommended that an attorney be retained to review the marketability of title and determine that the terms of this contract have been met.  INITIALS: Buyer Seller				
17.	HEIRS AND SUCCESSORS: This contract binds Buyer, Seller and their personal representatives and heirs, and				
	anyone succeeding to his or her interest in the property.  Neither party may assign this contract without the written consent of the other party, which consent will not be unreasonable				
18.	withheld.  GENERAL PROVISIONS: Any part of this contract found invalid or unenforceable will not change the remaining terms. All notices given and any changes to this contract must be in writing				
19.	and signed by both parties. Parties may strictly enforce the time elements of this contract.  DEPOSIT: Buyer deposits \$ in the form of				
	showing good faith to the seller and will be credited to the buyer at closing. If this offer is not accepted, the Seller is to refund the deposit.				
20.	DEFAULT: If Seller defaults in the terms of this agreement, Buyer may pursue legal action to enforce this contract or				
	demand a refund of the deposit and termination of this contract. In the				

alternatively. Seller may retain s	osits made hereunder may be forfeited as liquidated damages at Seller's election or ach deposits as part payment of the purchase	
OTHER PROVISIONS:	table remedies hereunder against Buyer.	
BUYER'S	BUYER'S	
SIGNATURE	SIGNATURE	
Print Buyer's	Print Buyer's	
Name	Name	
SS#	SS#	
Buyer's Address:	Buyer's Address:	
Home/Work Phone:	Home/Work Phone:	
SELLER'S	SELLER'S	
SIGNATURE	SIGNATURE	
Print Seller's	Print Seller's	<del></del>
Name	Name	
SS#		
Seller's Address:	Seller's Address:	

Home/Work Phone: \_\_

Home/Work Phone:

 $<sup>{}^*</sup>$ If any of the contents of this document does not apply, please cross off or mark "waived".