REAL ESTATE OFFER AND ACCEPTANCE CONTRACT

Dated _____

OFFER

The undersigned buyer(s), _____ hereby makes an offer to purchase from seller(s), _____ the Real Property situated in the County of _____ State of _____ including all improvements thereon, and legally described as follows: _____

_____

_____

together with the personal property described below in Paragraph 13, if any.

COVENANTS

FIRST: The buyer(s) herewith makes an earnest money deposit with the seller(s) in the amount of _____ DOLLARS ($ _____), properly evidenced by (check applicable block) [ ] cash, [ ] a money order, [ ] a personal check, [ ] a cashier's check), to be applied toward the full purchase price of _____ _____ DOLLARS ($ _____), which, including the earnest money deposit, shall be paid as follows:

$ _____ by the above earnest money deposit;

$ _____ at the close of escrow;

$ _____

$ _____

SECOND: That the buyer(s) will take title to the above described property as _____ _____ .

THIRD: It is hereby agreed that in the event said purchaser(s) fails to pay the balance of said purchase price, or otherwise fails to complete said purchase as herein provided, the seller(s) may either demand specific performance of this contract in the manner provided by law, or cancel this contract in the manner provided by law and retain the amount paid herein as liquidated and agreed damages.

FOURTH: Title to the premises shall be conveyed by Deed, subject to the conditions of this contract, and seller(s) shall furnish buyer(s), at buyer's(s') expense, a Standard Owner's Title Insurance Policy showing good and marketable title.

FIFTH: The purchaser(s) and seller(s) agree that if the title to the above property be defective, seller(s) or his (her)(their) agent, will be given 60 days from the date of this

contract to perfect the same. If said title cannot be perfected within said time limit, the earnest money deposit herein receipted shall, upon the demand of the purchaser(s), be returned to the purchaser(s) and this contract cancelled. Purchaser(s) may, however, elect to accept title to said premises subject to any defects which are not so cured.

SIXTH: It is understood and agreed that the buyer(s) is(are) of legal age and that said property has been inspected by the buyer(s) or the buyer's(s') duly authorized agent: that the same is, and has been, purchased by the buyer(s) as the result of said inspection and not upon any representation made by the seller(s), or any selling agent, or any agent for the seller(s), and the buyer(s) hereby expressly waives any and all claims for damages occasioned by any representation made by any person whomsoever other than as contained in this agreement, and the seller(s) or his(her)(their) agent shall not be responsible or liable for any inducement, promise, representation, agreement, condition or stipulation not specifically set forth herein.

SEVENTH: This contract shall become binding only when executed by the purchaser(s) and by the seller(s), and shall be in force and effect from that date of such execution.

EIGHTH: Time is declared to be the essence of this contract.

NINTH: Upon the seller's(s') acceptance of this contract, the earnest money deposit shall be deposited with an Escrow Agent simultaneously with the execution of the Escrow Instructions to fulfill the terms of this contract. The execution of the Escrow Instructions shall not exceed a period of 10 days from the date of acceptance by the parties. Said Escrow Instructions shall not conflict with the terms and conditions hereof, and shall be prepared upon said Escrow Agent's ordinary form.

TENTH: The seller(s) agrees to deliver, or cause to be delivered to Escrow Agent, all instruments necessary and required to carry out and complete the terms of this contract.

ELEVENTH: The proration of Taxes, Insurance, Rents, Assessments, etc. shall be at the close of Escrow, unless otherwise agreed upon as follows: _____

_____

TWELFTH: Closing of Escrow shall be on or before _____ , 20 ____ , subject to any extensions set forth in the Escrow Instructions and the cancellation provisions thereof, with possession of the premises to be delivered to buyer(s) on or before _____ , 20 ___ .

THIRTEENTH: The following personal property is included with the premises _____

_____

_____

FOURTEENTH: The seller(s) acceptance of this contract must be made on or before ___ _____ , 20 ___ , otherwise the buyer's(s') offer is withdrawn and voided, unless the buyer(s) agrees in writing to extend such acceptance date.

FIFTEENTH: (Other) _____

_____

_____

IN WITNESS WHEREOF, the buyer(s) executes this Contractual Offer to purchase the above described property on the terms and conditions herein stated, and acknowledges receipt of a copy of this contract and the attached addendum, if any.

_____   _____
Buyer   Buyer

_____   _____
Address   Address

_____   _____
City/State/Zip   City/State/Zip

ACCEPTANCE
(When Not Using a Broker)

The undersigned seller(s) accepts the offer of the above named buyer(s) to purchase the premises herein described and agrees to sell the same to said buyer(s) upon the aforesaid terms and conditions.

_____
Seller

_____
Address

_____
City/State/Zip