

**REAL ESTATE OFFER TO PURCHASE & CONTRACT**

\_\_\_\_\_ **XXX** \_\_\_\_\_ (“Buyer”) offers to purchase, and \_\_\_\_\_ **XXX** \_\_\_\_\_ (“Seller”) agrees to sell the real and personal property described below (the “Property”):

1. The Properties are described as follows:

**Street Address:**

**County:** **XXX**

2. **Purchase Price:** \$ \_\_\_\_\_ upon the following terms:

Due Diligence: \$ \_\_\_\_\_ non-refundable paid by buyer to seller within 3 days of signing this contract. Amount of due diligence is applied to the purchase price.

Total down payment: \$ \_\_\_\_\_ (Includes the amount of due diligence paid)

\$495 loan processing fee (paid at closing)

Taxes and insurance will be escrowed with the mortgage payments.

3. Personal property included with the Property being sold: Property being sold as-is.

4. **Inspections.** Inspection rights are as follows: [*Select one.*]

\_\_\_\_ Buyer has inspected the Property and accepts it in its present condition.

\_\_\_\_ Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct any desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate (the “Due Diligence”). The period for Buyer to conduct such Due Diligence (the “Due Diligence Period”) shall start on the Effective Date of this Contract and expire at 11:59 p.m. on \_\_\_\_\_. Buyer has option to terminate this Contract for any reason or for no reason at all during the Due Diligence Period by delivering to Seller a written notice of termination.

5. **Closing.** The parties agree to take all action necessary to ensure that Settlement will take place on or before \_\_\_\_\_ (the “Settlement Date”) or when closing documents are ready. Any extension of this date and time must be agreed in writing by Buyer and Seller.

6. **Closing Costs.** Seller is responsible for any liens, mortgages, judgments or assessments against the property, unpaid taxes through the date of closing, unpaid bills such as water, power or HOA dues, and revenue stamps/excise tax. Such amounts will be paid at closing prior to Seller receiving any proceeds from the sale.

7. **Access:** Seller agrees to provide Buyer and Buyer’s representatives access to the Property from the Effective Date through Settlement for purpose of Buyer’s Due Diligence.

8. **Disclosure:** Seller agrees to provide Buyer with a signed copy of the N.C. Residential Property and Owners’ Association Disclosure Statement within 3 days after the Effective Date.

Buyer Initials: \_\_\_\_\_ Seller Initials: \_\_\_\_\_



This Contract contains the entire agreement of the parties. Any changes, additions, or deletions to this Contract must be in a writing signed by all parties.

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Buyer Name (Printed):

Date: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_

Buyer Name (Printed):

Date: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

Seller Name (Printed): XXX  
XXX

**Seller's Contact Info:**

XXX