CONTRACT FOR SALE OF UNIMPROVED LAND

THIS AGREEMENT of sale made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 199\_\_, between (hereinafter referred to as the Purchaser) and (hereinafter referred to as the Seller) and (hereinafter referred to as the Agent).

W I T N E S S E T H

That for and in consideration of the sum of Dollars ($ ) by cash [ ] check[ ] in hand paid, receipt of which is hereby acknowledged, the Purchaser agrees to buy and the Seller agrees to sell for the sum of Dollars ($ ) all that certain piece, parcel or lot of land, together with any improvements thereon, described as follows:

Terms of sale:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Seller agrees to furnish and convey the above property to the Purchaser with a General Warranty Deed. Examination of title, Purchaser's attorney's fees, all recording fees including those for purchase money trust, if any, (specifically excluding Grantor's tax), Notary fees, shall be at the cost of the purchaser. Grantor's tax, Seller's attorney's fees, and recording charges for any releases of liens, shall be at the cost of the Seller. In addition, each party shall bear such other respective costs as are normally charged to a purchaser and seller.

Title to be conveyed to the Purchaser as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Where trustees are to be named in a deed of trust or trusts, the said trustees are to be named by the party respectively secured thereby.

All taxes, insurance, rents, and interest are to be adjusted to the date of settlement.

The Purchaser agrees to comply with the terms of sale herein within \_\_\_\_\_\_\_\_\_\_ days from the date of acceptance by the Seller or the deposit may be forfeited, in which event one-half of said deposit shall be paid to Seller, and the remaining one-half of said deposit shall be paid to the Agent.

Settlement shall be made at the offices of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

It is understood that title is to be good of record or the sale will be declared off and deposit will be returned to Purchaser. However, a reasonable time not to exceed days shall be allowed the Seller to correct any defects reported by the title examiner. The costs of correcting any title defects shall be borne by the Seller.

Immediate free access to the subject property is hereby granted for engineering and/or economic tests and/or studies of the property.

It is understood that the property is to be conveyed subject to any restrictions now of record.

Possession is to be given at settlement.

The Seller agrees to pay the Agent a sales commission of \_\_\_\_\_% of the gross purchase price. Entire deposit to be held by until settlement is made.

WITNESS the following signatures and seals this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_\_.

PURCHASER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

SELLER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

AGENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)