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The Law Office of David R. Rocheford, Jr.

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OFFER TO PURCHASE REAL ESTATE

To: _____ (Seller)

Date: _____

The property herein referred to is identified as follows: _____

Special provisions (if any) re fixtures, appliances, etc.: _____

The Buyer hereby offers to buy said property, which has been offered to me by the Seller under the following terms and conditions:

1. The Buyer will pay therefore \$ _____ (Purchase Price) of which:
 - (a) _____ is paid herewith as a deposit to bind this Offer
 - (b) _____ is to be paid as an additional deposit upon the execution of the Purchase and Sale Agreement provided for below.
 - (c) _____ is to be paid at the time of delivery of the Deed in cash, or by certified, cashier's, treasurer's or bank check(s).
 - (d) _____ other deposit (if applicable)

 - (e) _____ Total Purchase Price
2. This Offer is good until _____ (Time), on _____ (Date), at or before which time a copy hereof shall be signed by you, the Seller, signifying acceptance of this Offer, and returned to the Buyer, otherwise this Offer shall be considered rejected and the money deposited herewith shall be returned to the Buyer.
3. The parties hereto shall, on or before _____ (Date), execute the applicable Standard Form Purchase and Sale Agreement, which, when executed, shall be the agreement between the parties hereto.
4. A good and sufficient Deed, conveying a good and clear record and marketable title shall be delivered at _____ (Time), on _____ (Closing Date) at, at the appropriate Registry of Deeds, unless some other time and place are mutually agreed upon in writing.
5. If the Buyer does not fulfill their obligations under this Offer, the above-mentioned deposit shall forthwith become the property of the Seller without recourse to either party. Said deposit shall be held by _____ as escrow agent subject to the terms hereof, provided however that in the event of any disagreement between the parties, the

escrow agent may retain said deposit pending instructions mutually given by the parties. A similar provision shall be included in the Purchase and Sale Agreement with respect to any deposits held under its terms.

- 6. Time is of the essence hereof.
- 7. The initialed riders, if any, attached hereto are incorporated herein by reference. Additional terms and conditions, if any:

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

WITNESS my hand and seal.

Buyer Signatures

Buyer Signatures

Buyer Printed Name

Buyer Printed Name

Buyer Address: _____

Buyer Phone: _____

This Offer is hereby accepted upon the foregoing terms and conditions at _____ (Time), on _____ (Date).

WITNESS my hand and seal.

Seller Signatures

Seller Signatures

Seller Printed Name

Seller Printed Name

Seller Phone: _____

MORTGAGE CONTINGENCY

In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ (*Mortgage Loan Amount*) at prevailing rates, terms and conditions. If despite the BUYER'S diligent efforts a commitment for such loan cannot be obtained on or before _____ (*Date*), the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. Lender's appraisal must indicate a value equal to or greater than the purchase price.

INSPECTION CONTINGENCY

This Agreement is subject to the BUYER'S using reasonable and diligent, effort to obtain and complete a home inspection on or before _____ (*Date*), from a person normally engaged in the business of conducting' such inspections. If, in the opinion of the inspector, the property contains serious 'structural, mechanical and/or other' major defects which the SELLER is not willing to repair/replace and/or make a reasonable allowance toward the purchase price satisfactory to the BUYER then this Agreement shall become null and void and the deposit returned to the BUYER.

Buyer Signatures

Buyer Signatures

Seller Signatures

Seller Signatures