

# AGREEMENT TO SELL REAL ESTATE

This is a legally binding contract entered into this day \_\_\_\_\_, 20\_\_.

RECEIPT IS HEREBY ACKNOWLEDGED OF THE SUM OF: \$ \_\_\_\_\_ from \_\_\_\_\_ (Buyer) as a Non-Refundable Earnest Money Deposit (cashiers check or wire to Escrow Company) on account of the purchase price of the following described property upon the terms and conditions as stated herein. **Earnest Money Deposit to be delivered to Seller or Escrow Company in form of Wire or Cashiers Check, by 10:00 AM Arizona time on the first business day following Seller Acceptance, or this Agreement may be made null and void at option of Seller. See last page for wiring instructions. Or you can have Magnus title pick your check up via courier.**

DESCRIPTION OF PROPERTY: That lot, piece, or parcel of land situated in Maricopa County, State of Arizona.

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

APN: \_\_\_\_\_

For the PURCHASE PRICE of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

## TERMS AND CONDITIONS OF SALE:

Property is being sold "As Is". This transaction is not contingent on Buyer obtaining financing.

The Escrow Company for this transaction shall be: Magnus Title Agency. Gloria Burton 480-682-0250.  
Gloria.burton@magnustitle.com – 9180 S Kyrene Rd #106, Tempe, AZ 85284

**Closing Date:** This transaction shall be closed, the balance of the moneys due shall be paid, and all documents signed by the parties hereto on or before 7 Days from the acceptance of this agreement. The earnest money deposit is to be held by the Escrow Company pending closing. It is expressly agreed that upon the event of any default or failure on the part of the Purchaser to comply with the terms and conditions of this contract that said deposit is to be paid to Seller as liquidated damages. **Sales Price is Net to Seller.** Buyer shall pay for all closing costs and title fees, including preparation of deed.

Buyer warrants that they are purchasing the property for use as an investment and not as a personal residence. Buyer cannot advertise or promote the property prior to close. Possession of said premises will be given to purchaser at the time of closing.

Taxes, rent and rent securities shall be prorated at the time of closing and paid by the seller.

If Seller has the Property in escrow or under option but has not yet closed on it prior to the Closing Date above, Seller may choose to a) buy it and resell it to Buyer, b) do a double escrow (with this transaction being the 2nd leg & funds flowing forward to close the 1st leg), or c) assign the purchase contract with the current owner of record; so that Buyer's total procurement cost remains the same after the assignment fee is considered.

Seller agrees to deliver premises at time of closing in an as-is condition. In case the property is destroyed, wholly or partially, by fire or other casualty prior to closing, Buyer or Seller shall have option for ten (10) days thereafter of proceeding to remedy the situation or terminating agreement. Said property is being sold and purchased subject to zoning ordinances and regulations; building restrictions; and conditions, restrictions and easements of Public Record.

This opportunity is for 'cash' buyers only. If using a lender or an IRA, Buyer understands that earnest money is non-refundable unless Seller cannot convey title. Buyer has viewed property and waives any further inspections.

It is agreed that time is of the essence with respect to all dates specified in the Agreement and any addenda, riders, or amendments thereto. This means that all deadlines are intended to be strict and absolute. If the closing does not occur by the Closing Date, the Agreement is automatically terminated, and the Seller shall retain any earnest money deposit as liquidated damages.

In the event Buyer requests an extension of the Closing Date or of the deadline for the fulfillment of any contingency, and the Seller agrees to the extension, the Buyer agrees to pay to the Seller a per diem penalty of the greater of \$200.00 or 1/10 of 1% of the purchase price per calendar day towards Seller's carrying costs, through and including the Closing Date specified in the written extension agreement. The per diem amount must be deposited with the Seller at the time any request for extension is made.

Seller reserves the right to continue to offer Property for sale until this offer has been formally accepted in writing and all contingencies removed in writing.

This Agreement is subject to the Seller being able to obtain marketable title. Buyer agrees to notify Seller in writing of any defects in title as soon as reasonably possible and if title proves to be not good and marketable/insurable by the escrow company, then Seller shall be given a reasonable opportunity to remedy the title, and if Seller is unable to do so, then this transaction shall be canceled and Buyer shall be entitled to a full refund of its earnest money. Buyer expressly waives the remedy of specific performance in the event Seller is unable to convey title.

Inspection examinations, certifications, appraisals, research, closings, repair estimates, repairs, or other services may be performed by vendors or contractors selected or recommended by Seller as a convenience to the parties. Buyer agrees to hold harmless the Sellers as to the performance or nonperformance and costs of such vendors or contractors and is using such vendor or information obtained by such vendors at their own risk.

Buyer waives right to record a lis pendens against the property or to record the agreement or memorandum thereof in the real property records. Buyer waives right to invoke any other equitable remedy that may be available that, if invoked, would prevent the Seller from conveying the property to a third-party buyer.

The parties hereto further agree that this written contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise, modifying the terms hereunder.

This contract shall be binding on both parties, their principles, heirs, personal representatives, or assigns. It is agreed that the listing broker in this transaction, if any, is NA and the selling broker in this transaction, if any, is \_\_\_\_\_.

The Seller offers the Buyer no representations, warranties, or guarantees whatsoever express or implied, regarding the Property's nature, value, source, authenticity, fitness, merchantability, and/or other aspect of characteristic of the Property. No statement anywhere, whether express or implied, shall be deemed a warranty or representation by Seller regarding the Property being purchased.

The undersigned jointly and severally agree to purchase and sell the above-described property on the terms and conditions stated herein. The CLOSING OF THIS TRANSACTION shall constitute as acknowledgment by the Buyer(s) that THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN ITS PRESENT "AS IS" CONDITION BASED SOLELY ON BUYER'S OWN INSPECTION.

OTHER AGREEMENTS: \_\_\_\_\_

**Buyer** \_\_\_\_\_ Date \_\_\_\_\_  
(Print) \_\_\_\_\_

**SELLER** \_\_\_\_\_ Date \_\_\_\_\_  
Freedom Real Estate LLC

(Sign) \_\_\_\_\_

**Buyer #2** \_\_\_\_\_ Date \_\_\_\_\_  
(Print) \_\_\_\_\_

(Sign) \_\_\_\_\_

***This is a legally binding contract. If not understood, seek the advice of an Attorney.***

**Contact Information for the Title Company**

Buyer Name: \_\_\_\_\_

Buyer Contact Phone Number: \_\_\_\_\_

Buyer Email: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_

Agent Email: \_\_\_\_\_

WIRING INSTRUCTIONS FOR EMD



9180 S. Kyrene Rd., Suite 106  
Tempe, AZ 85284  
Phone: (480) 682-0250  
Fax: (480) 682-3310

**DIRECT WIRE INSTRUCTIONS  
FOR  
MAGNUS TITLE AGENCY LLC**

**BANK NAME: Western Alliance Bank  
1 E. Washington St, Suite 2500  
Phoenix, AZ 85004 U.S.A.**

**ROUTING NO. 122105980  
FOR FURTHER CREDIT TO:**

**ACCOUNT NAME: Magnus Title Agency LLC  
ACCOUNT NO. 8011100537**

***PLEASE ALSO REFERENCE THE CUSTOMER'S NAME  
Freedom Real Estate LLC***

**\*\*\*PLEASE NOTE INCOMING ACH PAYMENTS ARE NOT ACCEPTED\*\*\***

**INTERNATIONAL WIRE INSTRUCTIONS**

Bank Name:	Western Alliance Bank 1 E. Washington St. Suite 2500 Phoenix, Arizona 85004 U.S.A.
SWIFT CODE:	BBFXUS6S
Beneficiary:	Magnus Title Agency
Beneficiary Account No.:	8011100537
Beneficiary Address:	3200 N. Central Ave., Suite 950 Phoenix, Arizona 85012 U.S.A.
Originator to Beneficiary:	TO ENSURE PROPER CREDIT IT IS IMPERATIVE THAT YOU REFER TO ESCROW NO. _____

**Please contact our office to verbally verify wire instructions prior to sending funds.**

**IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wire instructions. **NEVER** wire funds without checking that the wire instructions are correct and **ALWAYS** confirm wire instruction in person or by telephone to a verified phone number.**