

# AGREEMENT FOR PURCHASE & SALE OF REAL ESTATE

AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ hereinafter "**Seller**", whose address is \_\_\_\_\_, and \_\_\_\_\_ hereinafter "**Buyer**" (or its assignee or nominee) whose address is \_\_\_\_\_.

1. **THE PROPERTY.** The Seller agrees to sell and the Buyer agrees to buy the following property, located in \_\_\_\_\_ County, State of Texas, Lot \_\_\_\_\_, Block \_\_\_\_\_, CB/NCB \_\_\_\_\_ commonly known as: \_\_\_\_\_ . The sale shall also include all windows, shades, blinds, screens, shutters, electric and plumbing fixtures and \_\_\_\_\_.

2. **PURCHASE PRICE.** Buyer to pay the purchase price as follows:

- EARNEST DEPOSIT** (Payable to the **Law Firm Trust Account**)..... \$ \_\_\_\_\_
- CASH PAYMENT** due at closing in the amount of ..... \$ \_\_\_\_\_
- FINANCED AMOUNT** see paragraph 6 for terms..... \$ \_\_\_\_\_

**TOTAL PURCHASE PRICE IS THE AMOUNT OF**..... \$ \_\_\_\_\_

3. **CLOSING.** Closing will be held on or about \_\_\_\_\_, 20\_\_\_\_, at a time and place at the \_\_\_\_\_.

**Responsible for Closing Costs**  Seller  Buyer  Shared Between Parties Equally.

4. **TITLE INSURANCE.** This Law Firm **does not** issue title insurance. The Law Firm will perform a title and tax search to determine what, if any, liens or judgments are affecting Title. By signing below, the parties agree and acknowledge that the Law Firm does not guarantee or insure the clarity of title.

5. **POSSESSION.**  Seller shall surrender possession to the property on the day of closing.  
 In the event possession is not delivered at closing, buyer shall withhold proceeds from the sale in the amount of \$ \_\_\_\_\_ as security deposit

6. **ADDITIONAL PROVISIONS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

7. **DEFAULT BY BUYER.** If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain, as liquidated damages and not as a penalty, all of the earnest money deposit specified in paragraph 2 above.

8. **DEFAULT BY SELLER.** If Seller fails to perform any of the agreements of this contract, Buyer shall be entitled to \$5,000 for damages resulting from the breach of contract, or the Buyer may bring an action for specific performance.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (EFFECTIVE DATE).

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

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

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

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

Buyer Mailing Address: \_\_\_\_\_

Seller Mailing Address: \_\_\_\_\_

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

Seller Phone Number: \_\_\_\_\_

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

Seller Email: \_\_\_\_\_