Offer (contract) To Purchase - Owner Finance

BE IT KNOWN, the undersigned **Buyer** (identified below) offers to purchase from **Seller** (identified below), real estate known as:

_____ _____ _____ _____

(street #, name) City State Zip

The Property Identified above shall be deemed to include the entirety of the land and fixtures located at that address, unless otherwise identified.

The purchase price offered is $ _____

deposit: $ _____

Earnest Money (Refundable within due diligence period) $ _____ (to be held at closing attorney)

Balance at closing (subtract the two above) $ _____

Monthly Payment & Terms Either: A. _____ per month for _____ months

Or: B. _____ % rate amortized on _____ year schedule

Or:

This offer is premised upon the following terms:

1. Said property is to be sold free and clear of all encumbrances, by good and marketable title, with full possession to said property available to Buyer at date of closing. Seller knows of no liens or encumbrances, and has no notification of such (city or HOA liens, etc). Taxes, HOA dues or other items will be pro-rated at closing.

2. This contract is fully integrated. Buyer has right to assign or market this contract, including MLS or Zillow. Buyer may novate or assign this agreement to a 3rd party Purchaser

3. Subject to inspection by Buyer, with such **due diligence period** ending at 9pm on _____. Due diligence and/or EMD is sole remedy of Seller if terminated within applicable period. Property is sold **'as is'** with items existing in house conveyed to seller unless outlined below.

4. Buyer and seller to pay normal closing costs. Any definitions to interpret this document may be drawn from the latest N.C. Real Estate Commission Offer to Purchase then existing.

5. Buyer to close on or before _____ at the law firm of Harry Marsh Law (Escrow Agent).

6. Seller to provide Buyer with access to property upon acceptance. If there is a tenant in place, Seller will have to arrange for Buyer's access to the property for Due Diligence. EMD is automatically returned to buyer by Escrow Agent if terminated within due diligence period.

7. Seller warrants that he is advised by his own, Independent Attorney, CPA and Realtor, and not on the advice of the Buyer, who may be an investor attempting to make profit.

8. Other Terms _____

Signature:_____ Signature:_____ _____

Buyer Printed Name: **Seller** Printed Name: Date

Signature:_____ Signature:_____ _____

Buyer Printed Name: **Seller** Printed Name: Date

Phone # for Buyer: _____ Phone # for Seller: _____

E-mail for Buyer: _____ E-mail for Seller: _____