# Offer (contract) To Purchase - Subject 2 or 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: $ _____
(add loan balance to arrears, then add any cash to Seller to come up with purchase price)

Principal on the loan you are taking over: $ _____ (estimation is fine)

Deposit (paid directly to seller): $ _____ (if applicable)

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

Balance at closing $ _____ (this is how much the Seller will get at closing)

Title Subject to Existing First Deed of Trust: Held by _____ with approximately _____ owed

Monthly payments estimated at: _____ Other Deeds of Trust or encumbrances to Title? _____

This offer is premised upon the following terms:

1. Said property is to be sold subject to the sole mortgage(s) identified above. This contract is fully integrated. Buyer has right to assign or market this contract, including MLS or Zillow.

2. 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.

3. 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. Buyer may novate or assign this agreement to a 3rd party Purchaser.

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

5. 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.

6. 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.

7. Other Terms_____

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_____ _____

**Buyer Printed Name or LLC:** **Buyer Signature or LLC:** **Date**

_____ _____

**Seller Printed Name or LLC:** **Seller Signature or LLC:** **Date**

Seller Info! Circle one: Married or Single? Circle One: No HOA or HOA

Phone number for Seller: _____ E-mail for Seller: _____

More info! Circle one: Rental Tenants or Owner Occupied? Previous title insurance policy available?

Known title defects or mortgages? (write details) _____