

Agreement for the Sale of Real Estate

This Real Estate Contract (the "Contract") is made by and between Seller(s): Harry Homeowner, their heir(s), successors, administrators and assigns, as seller, and Buyer REI Solutions and/or nominees, their heirs, successors, administrators and assigns as Buyer.

The Effective Date shall be the date of signature by the Seller, which shall be within 1 day of Buyer's signature. Failure of Seller to sign within that time shall render this Agreement void.

WITNESSETH: That Seller, in consideration of the payments, covenants, agreements, conditions, and subject to insurable title and conveyance by Warranty Deed, herein contained which on the part of the Buyer are to be made, done and performed, has this day sold, upon the conditions hereinafter recited, to the Buyer the real property legally described below.

1. Property Address: 11557 Jasper Dr, Frisco, TX 75035
2. Tax/Parcel ID: 123456
3. Purchase Price: \$232,724.00
4. **Deposits and Payments:** Buyer, or an individual or entity on Buyer's behalf, shall pay a deposit of \$250.00 within 5 business days of the effective date. The deposit shall be held by Realty One to be applied to the Purchase Price to be paid in good funds (certified or cashier's check) by Buyer on or before the Closing Date of wed Jan 27th 2021.
5. **Title:** Seller represents that title to the property shall be free and clear of any liens, judgments, or other equity interests at the time of closing and that such clear title is a material condition of this Agreement. If Seller cannot provide clear title on the date of closing, Buyer has the option to terminate this Agreement at which point all deposit monies will be returned to Buyer. Seller acknowledges that this Agreement establishes a prohibition on transfer and/or encumbrance of this property from the date of execution to closing.
6. **Extensions Due to Title:** If the Seller cannot convey clear title by the closing date, this agreement is automatically extended and survives until the first business day after clear title is achieved.
7. **Property Maintenance and Casualty Loss:** Seller agrees to perform ordinary and necessary maintenance and upkeep of the Property and to keep the improvements on the property fully insured until delivery of Seller's deed to Buyer.
8. **Tax and Other Proration:** The parties agree that all state, county, school, and municipal real estate taxes shall be prorated between the parties as of the Closing Date. Buyer shall pay their portion of transfer taxes and title insurance.
9. **Entire Agreement:** This Contract constitutes the complete agreement of the parties concerning the Property, supersedes all previous agreements and may be modified only by further written agreement signed by the parties.
10. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of Texas.
11. **Payment of Court Costs and Attorney Fees in a Lawsuit:** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.
12. **Failure to Close:** If Buyer fails to close in accordance with this agreement, Seller shall be entitled to retain the deposit, and this agreement shall have no further force or effect. If Seller fails to close, for reasons other than a title issue as described herein, Buyer shall have the right to terminate this Agreement and have all deposit monies

returned, OR the Buyer shall have the right to initiate an action for Specific Performance accompanied by the recording of a Lis Pendens and claim for liquidated damages in the amount of \$5,000.00

- 13. **AS-IS:** House is being sold in "as-is" condition. All contents left behind will become possession of the end buyer.
- 14. **Seller Agrees:** In the event the buyer chooses to assign this contract Buyer's assignment fee will not be disclosed to Seller or any other requesting party without written consent from Buyer.
- 15. **Execution:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties. Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties. IN WITNESS WHEREOF, the parties hereto have signed this Agreement for the Sale of Real Estate effective on the last date of signature set forth below.

Seller: DocuSigned by:
Harry Homeowner _____ Date 2/9/2021 | 11:08:41 AM MST
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Seller: _____ Date: _____

Buyer: DocuSigned by:
Manish Sharma _____ Date 2/9/2021 | 11:09:08 AM MST
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