

AGREEMENT TO SELL REAL ESTATE

This Contract of Sale (“Contract”) is made on the 8th day of _____, 2014, BETWEEN United States Property Warehouse/Atlas Capital and Asset Management, LLC as (“Seller), 12911 8th St, Grandview MO 64030, and

_____ as (“Buyer”).

It is agreed that the Seller shall sell and the Buyer shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, which shall include the **STANDARDS FOR REAL ESTATE TRANSACTIONS** set forth within this Contract.

The property address as follow: 123 Main Street, Anywhere USA

Purchase Price \$100,000.00

Earnest Money due at signing of contract \$2500.00

Cash due at closing (35% total) \$62,500.00

Amount to be financed \$65,000.00

1. RESTRICTIONS, EASEMENTS, and LIMITATIONS: Seller shall offer title to the Property subject to all matters of record including delinquent taxes, water and monetary liens. Seller shall offer a Warranty Deed for the aforementioned property..

2. PLACE OF CLOSING: Closing shall be held at Title Office as determined by Seller..

3. DOCUMENTS FOR CLOSING: Seller, or Seller's representative, shall prepare sale Addenda and offer all disclosures to include lead based paint and real estate agency forms Within 72 hours of acceptance.

4. OTHER AGREEMENTS: No other agreements or representations, unless specifically set forth in the Contract, shall be binding upon any of the parties. This Contract sets forth the full and complete understanding of the parties hereto. No amendment, modifications or supplement to this Contract shall be binding unless in writing and duly executed and delivered by each of the parties hereto to the other party.

5. **CLOSING DATE: This Contract shall be closed and the Warranty Deed or any other appropriate form of deed, and possession shall be delivered on or before _____ 2013 UPON CLOSE OF ESCROW.**

_____/_____
Buyer Seller

6. ENVIRONMENTAL MATTERS: Seller makes no warranty or representation to Buyer that Seller or any other owner, tenant, or occupant of the Property ever caused or permitted to exist, as a result of any intentional or unintentional action or omission, a releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of any toxic material or hazardous substance or waste on the Property.

7. TAX PRORATIONS: Property taxes are to be prorated for the current year between buyer and seller.

8. INDEMNIFICATION: Buyer agrees to indemnify and hold harmless Seller and its agents from and against any and all losses, claims, demands, liabilities, costs, damages and expenses (including attorney's fees and costs) that Seller may incur arising from Buyer's actions or failure to act on, respond to or comply with any local, state or federal law, rule or ordinance affecting the Property including, but not limited to, building code requirements, nuisance claims or abatements thereof, condemnation proceedings, lien enforcement actions, and the like. Further, Buyer acknowledges that the Property may be subject to proceedings in law or equity to abate, correct, or otherwise comply with local, state or federal requirements regarding the Property and that this indemnity shall also apply in such instance.

SPECIAL CLAUSES

9. Seller shall provide a 3 month warranty on all issues related to structural and mechanical matters to include plumbing, electrical and HVAC/climate control related issues which not the result of tenant occupancy. (See attachment "A")

10. This contract subject to financing contingencies.

11. Earnest Money is non-refundable if property fails to close by no fault of Seller. Earnest money shall be refunded if buyer fails to convey property as per the terms and conditions set forth herein.

Accepted by Buyer:

Accepted by Seller:

Printed Name: _____
