

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

1. Parties

[NAME OF SELLER(S)] (the "Seller")
[address of seller(s)]

and:

[NAME OF PURCHASER(S)] (the "Purchaser")
[address of purchaser(s)]

2. Description of Property

Seller agrees to sell and Purchaser agrees to buy, upon the terms and conditions hereinafter set forth, the following described property (the "Property"):

[description of property, including title reference]

3. Buildings, Structures, Improvements & Fixtures

The sale of the Property shall include any and all buildings, structures and improvements now situate thereon, and all fixtures belonging to Seller and used in connection therewith, including (if any) wall-to-wall carpeting, drapery rods, window shades, venetian blinds, storm windows and doors, window screens, screen doors, shutters, awnings, furnaces, boilers, heaters, heating equipment, air conditioning equipment (if built in), water softeners, automatic garage door openers, plumbing, bathroom fixtures, garbage disposal units, stoves, ranges, oil and/or gas burners and fixtures appurtenant thereto, electrical fixtures, lighting fixtures, fireplaces, hearths and mantels, exterior television antennas, gates, fencing, trees, shrubs, plants, landscaping, and only if built in, refrigerators, dishwashers, washing machines, dryers and ventilators;

but excluding the following: *[list]*

4. Title Deed

The Property shall be conveyed by a good and sufficient quitclaim deed running to the Purchaser, or to such nominee as Purchaser may designate by written notice to Seller at least seven (7) days before the deed is to be delivered as provided herein, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except for:

- (a) the provisions of existing building and zoning laws as the same relate to the Property;
- (b) existing rights and obligations with respect to party walls which are not the subject of written agreement;
- (c) any taxes for the current tax year which are not due and payable on the date of delivery of such deed;
- (d) any liens for municipal local improvements assessed after the date of this Agreement;
- (e) easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of the Property;