

REAL ESTATE PURCHASE AND SALE AGREEMENT

(FLORIDA)

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,

(check only one)

_____ all

_____ a portion of the property in Deed Reference: Book No. _____, Page No _____, _____ County

of the following described property (the "Property"):

[legal description of property]

[street address of property]

located in the City of _____, County of _____, State of Florida.

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, which are free of liens 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, fuel and fuel tanks, 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, burglar/fire/smoke alarms, storage sheds, mailbox, exterior television antennae, satellite dishes and receivers, pool and spa equipment, solar energy systems, gates, fencing, trees, shrubs, plants, landscaping, and, only if built in, refrigerators, dishwashers, washing machines, dryers and ventilators, and any other items attached or affixed to the Property EXCEPT the following:

[list]

4. Personal Property

The following personal property is included in the purchase of the Property:

[list]

Purchaser Initials _____

Seller Initials _____

5. Title Deed

The title shall be conveyed at Closing by a warranty 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 warranty deed is to be delivered as provided herein, and said title shall be fee simple marketable and insurable thereto.

- (a) Title evidence will show legal access to the Property and marketable title of record in Seller in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that Purchaser will assume; and encumbrances that Seller will discharge at or before Closing. Seller shall provide to Purchaser at Closing, either a title insurance commitment or an existing abstract of title, whichever is acceptable in the county in which the Property is located.
- (b) Purchaser will examine the title evidence and deliver written notice to Seller within five (5) days from receipt of title evidence, but no later than Closing, of any defects that make the title unmarketable. Seller will have thirty (30) days from receipt of Purchaser's notice of defects ("Curative Period") to cure such defects at Seller's expense. If Seller cures such defects within the Curative Period, Seller will deliver written notice to Purchaser and the parties will close the transaction on the Closing Date or within ten (10) days from Purchaser's receipt of Seller's notice if the Closing Date has passed. If Seller is unable to cure such defects within the Curative Period, Seller will deliver written notice to Purchaser and Purchaser will, within ten (10) days from receipt of such notice, either terminate this Agreement, or accept title with the existing defects and close the transaction.

THIS IS AN 11-PAGE DOCUMENT.

Purchaser Initials _____

Seller Initials _____