



SAMPLE DOCUMENT

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REAL ESTATE LAND SALES AGREEMENT

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year)

WITNESSETH: (seller's name(s) and license number, Hereinafter called seller; and (buyer's name(s) hereinafter called buyer, hereby agree to purchase the described lot(s) or other unimproved land or appurtenances thereto (the name) County, (state), on the terms hereinafter stated, to-wit:

Location of Land; Lot #; Block #; Subdivision Name; Additional

Map book _____ Page _____ as recorded
Judge of Probate of _____ County.

ARTICLE 1. THE CONTRACT PRICE

- 1.1. 1.1 The purchase price of the Property shall be: (\$000,000.00) as earnest money and part of the purchase price, and the remaining purchase price and earnest money due upon consummation of
- 1.2. 1.2 The offer is subject to Buyer obtaining a new conventional amount of
- 1.3. (\$000,000.00) which shall bear interest at the current rate or not to be payable over (number of years).
- 1.4. Closing costs shall be paid by (buyer) and shall not exceed (\$0,000.00)
- 1.5. Loan discount points shall be paid by (buyer) and shall not exceed
- 1.6. Taxes for current year are to be prorated and paid to buyer as of consummated.

ARTICLE 2. GENERAL PROVISIONS

- 2.1. The Seller will furnish the Buyer a good and merchantable title and free from any and all encumbrances except ad valorem taxes not yet due and existing restrictions, easements of record and applicable zoning ordinances that...

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Contract
Project Name

- 2.2. Seller agrees to give occupancy to Buyer on (date)
- 2.3. This contract is binding upon all parties concerned, their heirs and
- 2.4. Said property is sold subject to any easements, building restriction record, and outstanding leases.
- 2.5. Buyer has obligation to determine any and all conditions of the Property prior to the Purchaser's decision to buy the Property, including without limitation the presence or absence of sinkholes, mining shafts, buried tanks and other objects; soils condition, utility and sewer records, and condition. Buyer accepts the Property in its present "as is" condition, unless otherwise stated in this contract or addenda.
- 2.6. Buyer _____ does _____ does not require a survey by a registered professional surveyor of Buyer's choosing and at Buyer's expense.

ARTICLE 3. TERMINATION OF THE CONTRACT

- 3.1. 3.1 Should the Buyer or Seller fail to carry out this contract, with the following options and stipulations shall apply:
 - 3.1.1. If the Buyer or Seller shall default on the contract, the non-defaulting party shall declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach, including a reasonable attorney's fee. In the case of a defaulting Buyer, the money herein mentioned shall be applied to the legally as
 - 3.1.2. In the event of a default by the Buyer or Seller, the non-defaulting party shall state his intention to comply with the contract and proceed with performance.
 - 3.1.3. In the case of a defaulting Buyer, the Seller may accept, as full payment, the money as shown herein as liquidated damages, and agree to terminate the Contract.

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ARTICLE 4. ACCEPTANCE AND OCCUPANCY

4.1. This transaction shall be closed within **(number of days)** days, or merchantable title can be effected. Conveyance is to be made by all encumbrances except as set out above.

4.2. Closing shall take place on or before _____

4.3. This Contract shall expire on _____

4.4. Time is of the essence in this Contract.

WITNESS our hand and seal on this _____ day of _____,

Signed in the presence of:

Witness

Witness

Seller Signature

Buyer Signature

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