

## Purchase Agreement

This agreement for the purchase and sale of Real Estate, made in quadruplicate, at:

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Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,

Witnesseth:

The undersigned (hereinafter called Purchaser), hereby offers and agrees to buy the following described property:

Situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_ and State of Ohio, and known as being Sublot No. \_\_\_\_\_ in the \_\_\_\_\_ Subdivision which has a frontage of \_\_\_\_\_ feet and is about \_\_\_\_\_ feet deep \_\_\_\_\_ be the same more or less, but subject to all legal highways, and further known as :

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together with all buildings and appurtenances now thereon and appurtenant thereto or thereon in their present condition.

For which Purchaser agrees to pay the owner or owners (hereinafter called Owner), for said property, the sum of

\_\_\_\_\_ Dollars \$ \_\_\_\_\_ upon the following terms and conditions.

(1) Earnest money, in hand, to apply on the purchase price, the receipt of which is hereby acknowledged, and is to be held in trust with the Escrow Agent until the transaction is complete \$ \_\_\_\_\_

(2) Additional cash to be deposited in escrow \$ \_\_\_\_\_

(3) Assume a First Mortgage now on said premises, the unpaid balance being about \$ \_\_\_\_\_

(4) Execute and deliver a note or notes secured by Mortgage on said premises for total of \$ \_\_\_\_\_.

(5) All windows shades, window and door screens, storm doors, radiant heater, awnings, storm windows, electric fixtures, curtain rods, bath room fixtures, basement hot plate, heat regulator, garage heater, landscaping and

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now in said property and belonging to the Owner shall pass with the title to the above mentioned

property.

(6) The Owner shall deliver or cause to be delivered to the Purchaser or nominee a good and sufficient Warranty Deed conveying a good title to said premises, with dower rights, if any,

(7) The Owner shall also deliver or cause to be delivered to the Purchaser, at the Owner's expense, a Title guarantee showing title good in said Purchaser at the time of delivery as provided. Said Title Guarantee shall be in the amount of the purchase price of the tax value of the property, whichever is greater.

(8) Rentals, water charges, interest on assumed mortgages, if any, and prepaid insurance premiums shall be prorated as of date of transfer (assumption of present existing insurance to be optional with purchaser).

(9) Possession of the herein described premises shall be given by the Owner to the Purchaser

(10) If this offer is Not Accepted the earnest money above mentioned shall be returned to the purchaser without liability upon the part of any party connected with this transaction. When this offer is accepted by the Owner, it shall constitute a contract for the purchase and sale of said property as herein provided. This contract shall be performed within \_\_\_\_\_ days from date of final acceptance, and if within said time purchaser defaults in the performance of any of the obligations imposed by the terms hereof, Owner may at his option treat this contract as null and void and earnest money is to be forfeited toward liquidated damages. If Owner does not perform his obligation under this contract within said time Purchaser may at his option treat this contract as null and void and receive the return of earnest money.

(11) All documents and funds pertaining to this conveyance are to be placed in escrow with \_\_\_\_\_ within \_\_\_\_\_ days from date of acceptance hereof.

(12) Escrow fee shall be divided equally between Purchaser and Owner.

(13) It is also understood and agreed that wherever this form of contract covers Exchange of properties, all parties do agree to pay the regular \_\_\_\_\_ rate of commission on the value set upon their respective properties as consideration for effecting this contract.

(14) This contract is made for the benefit of each party hereto, their heirs, personal representatives, successors or assigns. (15) All parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreements, other than those herein contained, have been made or were relied upon.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness \_\_\_\_\_ Purchaser

Witness \_\_\_\_\_ Purchaser

(16) The undersigned (herein called Owner) hereby accepts the above offer and agrees that said earnest money may be deposited with the Real Estate Broker in this transaction or the Escrow Agent until sale is completed and transfer made.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_ Owner

Witness \_\_\_\_\_

\_\_\_\_\_ Owner

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**Deposit Receipt**

**Acknowledgment is hereby made of the deposit of \_\_\_\_\_  
Dollars \$ \_\_\_\_\_ above mentioned, subject to the terms hereof.**

**BY: \_\_\_\_\_**