

into the Nuts and Bolts of Purchase and Sales Agreements

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San Antonio | Rio Grande Valley | Austin | Texas Gulf Coast



Contracts

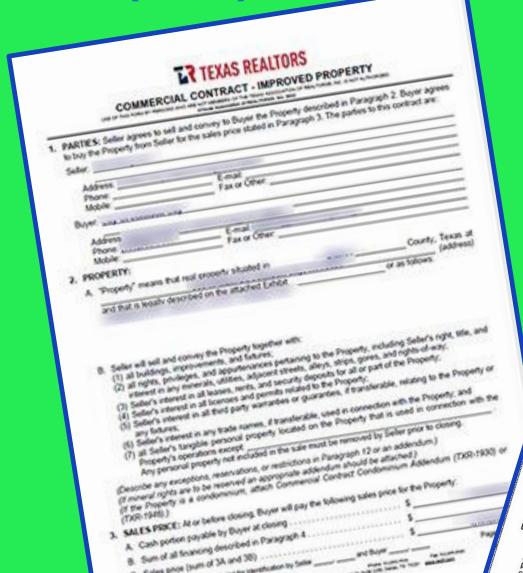
Forms Components Costs Rules Statutes and Stuff

Forms

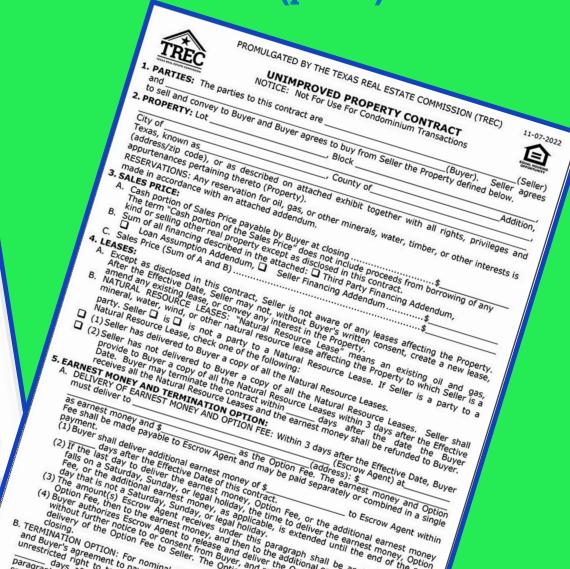


Texas Realtors ("TR")

(private)



Texas Real Estate Commission ("TREC") (public)



Real Estate Forms Manual (REFM) (Subscription; attorneys)

This Contract to buy and sell real property between Kenneth Dahl ("Seller") and Barbara Dahl ("Buyer") is effective on the date of the last of the signatures by Seller and Buyer and by the Contract and the Dahl ("Buyer") is effective on the date of the last of the signatures by Seller and Buyer and by the Farmost Monay in good funds ("Fffactive Date") acknowledge receipt of the Contract and the

A.1. Purchase and Sale Agreement. Subject to the terms and provisions of this Real Estate Sales Contract (the "Contract"), Seller agrees to sell and convey to Buyer and Buyer agrees to Sulfact I located at 3841 Enchilada Avenue Estate Sales Contract (the "Contract"), Seller agrees to sell and convey to Buyer and Buyer agrees binkevilla etata of Tavae and mora fully daeorikad in Evhikit A ful and?) together with Pinksville, state of Texas, and more fully described in Exhibit A ("Land"), together with improvements to the Land ("Improvements"), the leases associated with the Land and the pareonal property described in Exhibit A1 all collectively. improvements to the Land ("Improvements"), the leases associated with the Land and referred to as the "Property", the personal property described in Exhibit Al, all collectively

- A.2. Purchase Price. The purchase price is \$10,000.00 (the "purchase Price") to be paid by Buyer to Seller for the sale and conveyance of the Property and will be payable in cash at
- A.3. Payment of the Purchase Price.
 The Purchase Price will be paid in cash or certified funds, as required by the Title Company.
- A.4. Performance. All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline where a standay to the not a Caturday Sunday, or holiday or holiday is a day other than the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday, the deadline will be a Saturday or Sunday on which state or local onvernmental agencies and financial institutions are extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are a Saturday or Sunday, on which state or local governmental agencies and imancial insur-not generally open for business where the Property is located. Time is of the essence.

B.1. Deposit of Earnest Money. Upon execution of this Contract, Buyer will deposit of amount of \$500.00 alono with this fully avocated Contract. Earnest Money in good funds in the amount of \$500.00, along with this fully executed Contract Company? as accross agant located at Tular Earnest Money in good funds in the amount of \$500.00, along with this fully executed Contract by Seller and Buyer with RGV Abstract (the "Title Company"), as escrow agent, located at Tyler in a federally by Seller and Buyer with RGV Abstract (the "Title Company"), as escrow agent, located at Tyler interest, hearing account nanding disnocition thereof in accordance with this Contract Avenue in Harlingen, Texas, which sum may be invested by the Title Company in a federally instruction of the interest-bearing account pending disposition thereof in accordance with this Contract accordance with this Contract insured, interest-bearing account pending disposition thereof in accordance with this Contract (such sum and the interest accrued thereon being hereinafter referred to collectively as the "Earnest The Title Company will acknowledge (such sum and the interest accrued thereon being hereinafter referred to collectively as the "Earnest Money hy cionino Title Company" and applied according to the terms of this Contract. The Title Company will acknowledge "Receint for Earnest Money Denosit" at Money") and applied according to the terms of this Contract. The Title Company will acknowledge the end of this Contract and contract the and of this Contract and contract the specific Collar and Russer. the end of this Contract and send copies thereof to Seller and Buyer.

B.2. Interest on Earnest Money. Buyer may direct the Title Company to invest the Earnest Money in an interest on Earnest Money. Buyer may direct the Title Company to invest the notice to the Title Company and eatiefving the Title Company is requiremented for investing the Title Company is requiremented for investing the company in the company in the company is requiremented for investing the company in the company is requiremented for investing the company in the company is requiremented for investing the company in the company is requiremented for investing the company in the company in the company is requiremented for investing the company in the Earnest Money in an interest-bearing account in a federally insured financial institution by giving the Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money

Components



At minimum, contract should:

- 1. Identify parties
- 2. State buyer is agreeing to buy and seller agreeing to sell the property
- 3. Provide property description
- 4. Consideration: price or means to calculate price
- 5. Outside closing date
- 6. Signatures



Effective Date

Title Company Receipts Earnest Money

Earnest Money

Usually 3%-5% of total purchase price; usually partially or mostly refundable if Buyer terminates before Feasibility Period

Feasibility Period Shouldn't be too short; can be REALLY long

Title Objections Title Commitment/Schedule B Allow enough time!

Closing

Closing Date Closing Documents (HUD-1, tax certificate, y más)

Costs, Rules, Statutes



Typical Closing Costs

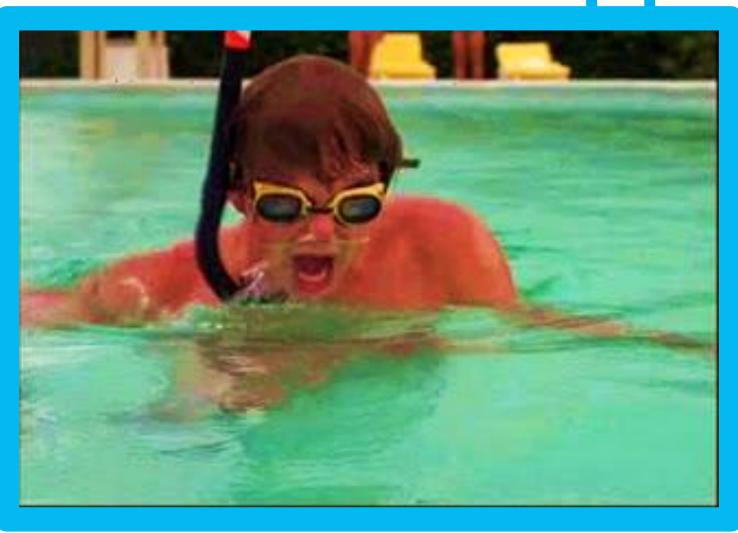
Buyer

New survey; extra title insurance premiums and endorsements; half of escrow fees; recording costs

Seller

Basic (T-1) title policy (formulaic); seller records; tax certificates; half of escrow

And Stuff



Assignability

Default: generally yes unless specified

Time of the Essence

Generally considered a material term (waivable)

"As Is"

Ugh.

Disclosures

Residential v Non-Res

At's no big deal*





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