

## REAL ESTATE SALE AGREEMENT

Buyer Name (1):		SELLER:  <i>Blue Skies Land, LLC</i> PO Box 407 2733 N. Power Rd., Ste. 102 Mesa, AZ 85215
Buyer Name (2):		
Phones:		
Address:		
City, State:		
Zip Code:		
E:mail:		
APN#:		Effective Date:
Legal Description:		Purchase Price:
Situs Address:		
County:		
City, State:		
		INSTALLMENT SALE TERMS:
<i>No early pay off or pre-payment penalty.</i>		
		Purchase Price:
<i>Warranty Deed and Affidavit of Property Value to be issued at the completion of terms.</i>		Down Payment:
<i>For all future and regular monthly payments please contact Lori at (480) 271-5584</i>		<i>Amount Financed:</i>
		Interest Rate: <span style="float: right;">12%</span>
		Loan Term (months):
		<i>Cost of Credit:</i>
		<i>Mo. Loan Payment:</i>
		First Payment Begins:
		Payments due on the _____ of each month.

# REAL ESTATE SALE AGREEMENT- INSTALLMENT

1. **Real Property.** The Real Property (APN: \_\_\_\_\_) legally described on Page 1, pursuant to the terms of this agreement.
2. **Conveyance.** Seller shall convey title to the Real Property to Buyer by Grant, Bargain and Sale Deed, not later than thirty (30) days after the fulfillment of Buyer's obligations to Seller under the provisions of this Agreement. Seller hereby grants the right, title and interest of Seller in the Real Property, together with all rights and privileges appurtenant thereto, subject to easements and rights-of-way of record.
3. **Notices.** Copies of all notices and communications concerning this Agreement shall be mailed to the parties at the addresses shown above. Any documents or correspondence that relates to this Agreement shall be dispatched by certified mail, return receipt requested. For all documents mailed to persons in the continental United States, any time period shall begin running on the day of mailing. For documents mailed to persons outside the continental United States, the time period begins to run ten (10) days following the date of mailing. Any change of address shall be immediately communicated to the other party in writing.
4. **Succession of Benefits.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, conservators, and permitted assigns. This Agreement shall not be assignable without the written permission of the other party.
5. **Jurisdiction and Venue; Choice of Law.** The jurisdiction and venue shall be the \_\_\_\_\_ County Court,  
Arizona
6. **Entire Agreement.** The terms of this Agreement constitute the entire agreement between the parties, and the parties represent that there are no oral or collateral agreements between the parties.
7. **Time of Essence.** Time is of the essence in this Agreement and every term, condition, covenant, and provision hereof.
8. **Modification.** No modification of this Agreement shall be binding unless evidenced by an agreement in writing and signed by both parties.
9. **Payment of Purchase Price.** Simultaneously with the execution of this Agreement, Buyer has delivered to Seller the sum of \$\_\_\_\_\_ (Total Payment Due Today = Down Payment), receipt of which is hereby acknowledged. At least \$\_\_\_\_\_ of the Down Payment shall be paid at the time of execution of this Agreement in cash, cashier's check, or money order from any local bank or credit union. The balance of the Down Payment may be paid in cash, by credit card, debit card, cashier's check or by personal check with proper identification. Buyer shall pay the balance of the Purchase Price pursuant to the terms stated above under *Installment Sale Terms*. There is no pre-payment penalty.
10. **Taxes and Assessments.** Taxes and assessments for the current year will be pro-rated. Tax bill each year will be forwarded to buyer unless other arrangements are made.
11. **Possession.** Buyer shall have the right to possession of the Real Property upon the payment of the Down Payment, unless and until default is made under any provision of this Agreement. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Buyer(s) Initial Here
12. **Indemnification.** Neither party shall hold the other responsible for 3<sup>rd</sup> party issues.
13. **Right of Seller to Pay Obligations of Buyer.** In the event Buyer fails or refuses to pay any sums due to be paid by him under the provisions of this Agreement, or fails or refuses to take any action as herein provided, then, and in such event, Seller, after ten days notice in writing to Buyer, shall have the right to pay any sum or sums due to be paid by Buyer and to do and perform any act necessary; and the amount of such sum, or sums paid by seller for the account of Buyer and the costs of any such action; together with interest thereon at the maximum legal rate per annum from the date of payment thereof by Seller until satisfaction, shall be added to the Purchase Price.

**14** **Condemnation.** All awards of damages in connection with any condemnation for public use or injury to any of the Real Property are hereby assigned in full and shall be paid to Seller, who may apply the same to the payment of the principal of the Purchase Obligation, the interest thereon, and any other charges and amounts secured hereby in such manner as Seller may elect. The remaining balance after Seller has been paid in full shall be paid to Buyer.

**15.** **Care of Real Property.** Buyer shall take reasonable care of the Real Property and will not commit or permit waste of the Real Property or do any act impairing or depreciating the value of the Real Property.

**16.** **Event of Default.** Each of the following shall be deemed an event of default: (1) the failure of Buyer to make any payment due hereunder on or before the due date thereof; (2) the failure of Buyer to perform any duty required by this Agreement, including but not limited to maintaining the Real Property in good condition; (3) the breach by Buyer of any covenant or warranty contained in this Agreement, or any other document signed by Buyer as part of the purchase of the Real Property; (4) the removal or attempted removal by Buyer of any property, minerals, animals or plants included in the Real Property without the written consent of Seller.

**17.** **Late Fees.** A five-day grace period will be given for all monthly payments. After 6 days a late fee of \$25 dollars will be assessed. After 30 days a 15-day notice will be sent to pay or vacate. On the 16<sup>th</sup> day following that notice we will take the property back and relist it. (If you're having an issue please call us, we will work with you.) For insufficient funds checks, a \$30.00 fee shall be due immediately. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ **Buyer(s) Initial Here**

**18.** **Default.** In the event of default, Seller, in addition to all other rights provided herein and/or by law or equity, may declare a forfeiture of Buyer's rights hereunder. Should the Seller elect to enforce its right of forfeiture, it will serve written declaration of forfeiture and cancellation, by depositing in the United States mail, postage prepaid, to the Buyer at his last address on file with the Seller. **On such election of forfeiture, all right, title and interest of purchaser under this agreement shall cease and all payments previously made by purchaser shall be retained by Seller as liquidated damages and as rental payments for the use and occupancy of the property. Any tenancy by the Buyer or his lessees after such forfeiture shall be considered to be a month-to-month tenancy, at the same monthly rate as this contract, and can then be terminated as any tenancy subject to state law. In the event of forfeiture, Buyer shall forfeit any and all rights and interests hereunder in and to the Real Property (APN: \_\_\_\_\_) and all appurtenances thereto, and Buyer shall surrender to Seller, forthwith, peaceful possession of the Real Property and shall forfeit to Seller any and all payments made hereunder, together with any and all improvements placed on the Real Property by Buyer.** Should Buyers rights to the Real Property be forfeited, an unlawful detained action may be commenced against Buyer and Seller shall have the right to obtain immediate possession of the premises. Seller shall further have all rights to perform all other remedies allowed by State law of Arizona. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ **Buyer(s) Initial Here**

**19.** **Waiver.** Breach of any of the covenants or conditions of this contract by the Seller shall not be construed to be a waiver of any succeeding breach of the same or other covenants or conditions of this contract. No delay or omission of the Seller in exercising any right, power or remedy in the event of default shall be construed as a waiver or acquiescence. Nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this Agreement.

**20** **Credit Report.** Not Applicable

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the date opposite their respective signatures below.

**SELLER:**

Blue Skies Land, LLC  
PO Box 407  
2733 N. Power Rd., 102  
Mesa, Arizona 85215

\_\_\_\_\_  
Seller Printed Name

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

**BUYER:**

\_\_\_\_\_  
**Buyer Printed Name**

\_\_\_\_\_  
**Buyer Printed Name**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Date**