

REAL ESTATE PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT

California, 20
Received from (thereafter called "Buyer"), the sum of
Dollars (\$) evidenced by cash, cashier's check, personal check, or payable to
to be held uncashed until acceptance of this
offer, as deposit on the account of the total purchase price of
Dollars (\$) for purchase of that certain real property and all improvements located thereon situated in County of
California, described as follows:

- 1. Buyer shall deposit in escrow with the total purchase price as follows:
A. The above deposit shall be delivered by broker to the escrow holder promptly upon Seller's acceptance hereof for the account of the Buyer.
B. The total cash down payment to be deposited with escrow, including the above deposit (\$)
C. Buyer to obtain a new First Trust Deed and Note with an institutional lender in the amount of (\$)
payable approximately \$ per month, including Principal and Interest for a period of years with interest not to exceed per cent (%) annum.
D. Buyer to purchase property subject to a First Trust Deed and Note of record in the approximate amount of (\$) payable
in the amount of approximately \$ per month, including interest at percent (%) per annum.
At closing, loan balance differences disclosed by beneficiary's statement (s) shall be adjusted as follows:
In Cash In total Consideration In Seller's purchase money trust deed and note.
The impound account, if any, is to be:
Charged to Buyer and credit the Seller in escrow. Transferred to Buyer without charge and eliminate the proration of taxes as in item No. 9 below.
E. Buyer to purchase the property subject to a Second Trust Deed and Note of record in the approximate amount of (\$) payable in
the amount of approximately \$ per month, including interest at per cent (%) per annum, all due and payable on 20, to
as beneficiary.
F. Buyer to purchase subject to a bond or assessment lien of record in the approximate amount of (\$)
G. SELLER'S PURCHASE MONEY CARRYBACK. The balance of the purchase price to be evidenced by a Note secured by a Trust Deed on the property in the
approximate amount of (\$) executed by the Buyer in favor of the Seller, including interest at percent (%) per annum, to
accrue from close of escrow. Principal and interest payable monthly in installments of \$ or more, beginning one month after the close of
escrow, all due and payable years from close of escrow. A late charge of \$ shall be due on any payments tendered more than ten (10) days late.
This is an all-inclusive Note secured by a Deed of Trust
For A TOTAL PURCHASE PRICE OF (\$)
ITEMS NOT CHECKED ABOVE OR LEFT BLANK ARE NOT APPLICABLE

2. Upon mutual execution of this Contract, the parties shall execute escrow instructions to the escrow holder in accordance with the terms and provisions hereof. The provisions hereof shall constitute joint instructions to the escrow holder, provided, however that the parties shall execute such additional instructions as requested by the escrow holder not inconsistent with the provisions hereof. Said escrow shall provide for a closing on or before
Buyer and Seller shall immediately execute said instructions.
3. As soon as reasonably possible following the opening escrow, Seller shall pay for and furnish forth herein, including but not limited to covenants, restrictions, easements, rights and rights of way of record, liens and other matters of record. Buyer shall have
days after receipt of said preliminary title report, together with full copies of said exceptions, within which to notify the Seller and the escrow, in writing, of the Buyer's disapproval of any exceptions shown in said Title Report. In the event of such disapproval, Seller shall have until the date for the issuance to be issued in favor of Buyer and if not eliminated, then the escrow shall be cancelled unless Buyer then elects to waive its prior disapproval. Failure of Buyer to disapprove any Exception(s) within the aforementioned time limit shall be deemed an approval of said Preliminary Title Report. The Policy of Title Insurance shall be a California Land Title Association Standard Coverage Policy issued by
with a liability limit to the total purchase price and shall be paid for by Seller. In the event that this contingency or any other contingency to this Contract has not been eliminated or satisfied within the time limits and pursuant to the limitations herein, the Contract resulting from Seller's acceptance hereof shall be deemed null and void, the deposit shall be returned to the Buyer and the escrow shall be cancelled.
4. Seller shall furnish a structural pest control report showing accessible areas of buildings upon the property to be free of visible infestation caused by wood destroying insects, fungi, and/or dry rot. Seller shall pay for any corrective work required
5. If the property being purchased provides membership in a Homeowner's Association, copies of its bylaws and CC&R's have been handed to the Buyer. This Homeowner's Association current monthly assessment charge is (\$)
6. Unless otherwise designated in escrow instructions of the Buyer, title shall vest as follows:
7. Buyer hereby acknowledges that Buyer has inspected the herein described property and all improvements hereon. Buyer and Seller agree that fixtures and fittings attached to the property, including but not limited to window shades, built-in and attached appliances, light fixtures,

plumbing fixtures, curtain rods, wall to wall carpeting, draperies, hardware, TV antenna, air coolers and conditioners for which special openings have been made, trees, shrubs, mailbox, and other similar items, if applicable, are included, but no personal property items except as specifically listed herein

Seller shall maintain in good condition the subject real and personal property, if any, until the date of transfer of title or possession by Buyer, whichever occurs first.

8. Any bond or assessment which is a lien on the property shall be (paid) (assumed) by

9. IF BUYER FAILS TO COMPLETE SAID PURCHASE AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM HIS OBLIGATION TO SELL THE PROPERTY TO BUYER AND MAY PROCEED AGAINST BUYER UPON ANY CLAIM OR REMEDY WHICH HE MAY HAVE IN LAW OR EQUITY; PROVIDED, HOWEVER, THAT BY PLACING THEIR INITIALS HERE, BUYER: () SELLER: () AGREE THAT SELLER SHALL RETAIN THE DEPOSIT AS HIS LIQUIDATED DAMAGES. IF THE DESCRIBED PROPERTY IS A DWELLING WITH NO MORE THAN FOUR UNITS ONE WHICH THE BUYER INTENDS TO OCCUPY AS HIS RESIDENCE, SELLER SHALL RETAIN AS LIQUIDATION DAMAGES, THE DEPOSIT ACTUALLY PAID, OR AN AMOUNT THEREFROM, NOT MORE THAN 3% OF THE PURCHASE PRICE AND PROMPTLY RETURN ANY EXCESS TO THE BUYER.

10. Possession shall be delivered to the Buyer at close of escrow.

11. The contract resulting from the Seller's acceptance hereof supersedes any and all agreements between the parties hereto regarding the property which are prior in time to this Contract. Neither Buyer, Seller, nor Broker shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein. Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof. SEE REVERSE SIDE HEREOF FOR ADDITIONAL PROVISIONS OF THIS CONTRACT WHICH ARE HEREBY INCORPORATED HEREIN AND MADE A PART HEREOF. This constitutes an offer to purchase the above described property. Unless Acceptance is signed by Seller and a signed copy delivered to Buyer, in person or by mail to the address below, within

days from the date hereof, this offer shall be deemed revoked and the deposit shall be returned to the Buyer.
Buyer acknowledges receipt of a copy hereof.

REAL ESTATE BROKER:
By:
Address:
Telephone:

BUYER:
Address:
Telephone:

NOTICE: THE AMOUNT OF REAL ESTATE COMMISSIONS IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BORKER.

ACCEPTANCE

The undersigned Seller accepts and agrees to sell the above described property on the above terms and conditions. Seller has employed
as Broker(s) and agrees to pay as a commission for services rendered the sum of Dollars
(\$), payable as follows: (a) on recordation of the deed or other evidence of title, or (b) if completion of the sale is prevented by the default of the Seller, upon the Seller's default, or (c) if completion of sale is prevented by default of the buyer, only if and when Seller collects damages from the Buyer by suit or otherwise and then in an amount not less than one-half (1/2) of the damages recovered, but not to exceed the above 1ce, after first deducting title and escrow expenses and the expenses of collection, if any. In any action between Broker and Seller, arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The undersigned acknowledges receipt of a copy of this Contract and authorizes Broker(s) to deliver a signed copy to Buyer.

BROKER(S) HEREBY AGREE TO THE FOREGOING.

SELLER:
DATED:
TELEPHONE:
ADDRESS:

BROKER:
DATED:
TELEPHONE:
ADDRESS: