

**FOR SALE BY OWNER
PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY DEPOSIT**

Received from _____, (the "Buyer(s)"), the sum of \$ _____ Dollars (\$ _____), by Check # _____, paid to _____, (the "Seller(s)"), as earnest money and deposited with Mat-Su Title Insurance Agency, Inc, on the terms as set forth as follows:

1. Sale. The Seller(s) agrees to sell to Buyer(s) and Buyer(s) agrees to purchase, at the price and on the terms and conditions set forth below, the following described property in the _____ Recording District, Third Judicial District, State of Alaska:

_____.

hereinafter "the Property". The sales price includes the following personal property (if none, leave blank): _____.

2. Price. The total purchase price for the Property is: \$ _____, payable by the Buyer(s) as follows:

(a) The earnest money deposit mentioned above is to be held by Mat-Su Title Insurance Agency, Inc. in its non-interest trust account. Said earnest money will be held by Mat-Su Title Insurance Agency, Inc. until the transaction is completed or fails to close. If the Buyer(s) is unable to complete this purchase, the earnest money may, at Seller's sole option, be forfeited as liquidated damages and Seller(s) may elect to pursue any other remedy available at law or in equity, if any. Should the sale close, the earnest money deposit shall be credited against the purchase price due Seller(s) at closing.

(b) The balance of the purchase price in the form of cash or certified check shall be deposited with the escrow agent on or before closing, or payable as follows:

(Leave blank if no financing) _____
_____.

3. Condition of Property. Buyer(s) offers to purchase the property in its present "As-Is" condition (if left blank), or, subject to the following items to be completed before closing:

_____.

4. Other Buyer Contingencies. Other contingencies of Buyer(s) purchase are:
(If none leave blank) _____
_____.

5. Charges. Upon closing, the escrow agent shall charge the Seller(s) and/or Buyer(s) as indicated by placing a mark in the appropriate column (if both Seller and Buyer column marked, the costs will be divided equally).

| | B | S | | B | S |
|--------------------------|-------|-------|-------------------------|-------|-------|
| Document Preparation | _____ | _____ | Discount Points | _____ | _____ |
| Recording Fee | _____ | _____ | Tax Registration | _____ | _____ |
| Owner's Title Insurance | _____ | _____ | HOA Transfer Fee | _____ | _____ |
| Lender's Title Insurance | _____ | _____ | Appraisal | _____ | _____ |
| Bank Set-Up Fee | _____ | _____ | Survey/As Built | _____ | _____ |
| Annual Escrow Fee | _____ | _____ | Assessments | _____ | _____ |
| Escrow Closing Fee | _____ | _____ | Smoke Detectors | _____ | _____ |
| Origination Fee | _____ | _____ | Well Flow Test | _____ | _____ |
| Commitment Fee | _____ | _____ | Reserves | _____ | _____ |
| Credit Report | _____ | _____ | VA Funding Fee | _____ | _____ |
| Flood Certificate | _____ | _____ | Assumption Fee | _____ | _____ |
| Resale Certification | _____ | _____ | Well/ Septic Inspection | _____ | _____ |
| Home Inspection | _____ | _____ | Other: _____ | _____ | _____ |

Taxes for the current year, rents, insurance, interest, homeowners dues, mortgage reserves, water and any other utilities constituting liens and security deposits, shall be pro-rated or transferred as of the date of recordation of the deed. Possession of the property will occur on recording, or _____.

6. Title and Deed. Seller(s) shall convey marketable title to the Property to Buyer(s) by warranty deed free and clear of all liens, charges and encumbrances, clouds and defects whatsoever, except:

_____.

7. Time. The closing date shall be on or before _____. If Seller(s) is unable to close or deliver possession of the Property to Buyer(s) by closing, other than for any reason caused by the acts or omission of Buyer(s), Seller(s) shall return to Buyer(s) the earnest money deposit.

8. Title Guaranty Insurance. A title insurance policy in the amount of the purchase price issued by Mat-Su Title Insurance Agency, Inc. as agent for its underwriter will be issued to Buyer(s) at closing. If Seller(s) financing is being provided, a standard mortgagees title policy will be issued to the Seller(s) in the amount of the financing.

9. Preliminary Title Report. Seller(s) shall obtain for Buyer(s) a commitment to issue the required title policy ("title report") from Mat-Su Title Insurance Agency, Inc. immediately upon the execution of this Agreement. A copy will be provided to Seller(s) and Buyer(s). Within ten (10) days from the receipt of said title report by Buyer(s), Buyer(s) shall notify Seller(s) and the title company of any restrictions, reservations, limitations, easements and conditions of record, ("title defects") disclosed in the title report which are objectionable to Buyer(s). In the event that Buyer(s) so notifies Seller(s) of any title defects, Seller(s) shall have until the closing date to cure or remove the title defects. Seller(s) shall be obligated to remove all title defects objected to by Buyer(s) or shall notify Buyer(s) that such items will not be removed at or prior to closing in which event, Buyer(s) shall be entitled to return of the earnest money deposit. Rights reserved in federal or State patents, governmental building or use restrictions, and building or zoning

regulations and provisions shall not be deemed defects or encumbrances. Any defects or encumbrances may be discharged at closing out of the purchase money.

10. Broker's Commission. The Seller(s) and Buyer(s) represent that no real estate broker was involved in this transaction and that no brokerage fees or other compensation is due any real estate broker or any other person because of this transaction.

11. Escrow Agent. This transaction shall be placed in escrow with Mat-Su Title Insurance Agency, Inc. ("escrow agent"). A copy of this Agreement shall be deposited with the escrow agent by the Buyer(s), and this Agreement shall serve as the escrow instructions. The escrow agent may additionally attach its standard escrow instructions.

12. Closing Documents - Funds. On or before the closing date, the escrow agent shall record the deed and any other instruments required to be recorded and shall deliver to each of the parties or their assigns, the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that the escrow agent shall then have on hand all funds and documents necessary to complete the transaction and provided the title company has stated that it shall be in a position to and will issue and deliver, upon the filing of the deed of record, the title insurance required hereunder.

13. Binding Effect. This Agreement shall be binding upon Seller(s) and Buyer(s) and their respective heirs, executors, administrators, successors and assigns. Neither party shall assign or transfer this Agreement without the written consent of the non-assigning party.

Buyers will hold title as: _____
_____.

Seller(s):

Buyer(s):

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

Address: _____

Address: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

Time: _____

Time: _____