

PURCHASE AND SALE AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ (hereinafter Seller) and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_ (hereinafter Buyer).

1. The Property. The Seller agrees to sell and convey and the Buyer agrees to purchase \_\_\_\_\_, more specifically described as \_\_\_\_\_, \_\_\_\_\_ County, State of \_\_\_\_\_, recorded at Book \_\_\_\_\_, Page \_\_\_\_\_, in the \_\_\_\_\_ County Registry of Deeds.

2. Purchase Price:

The purchase price is \$ \_\_\_\_\_  
Deposit, receipt of which is hereby acknowledged \$ \_\_\_\_\_  
Payment due at closing in cash or by certified check \$ \_\_\_\_\_

3. Transfer of Title. The Seller agrees to furnish, at his expense, a duly executed Warranty Deed conveying the premises free and clear of encumbrances, except easements and restrictions of record. The personal property, if any, shall be sold "as is".

If the Buyer desires an examination of title, Buyer shall pay the cost thereof. If examination discloses title is not marketable, the Seller shall have a reasonable time to remedy any defects, otherwise, the Buyer may rescind this Agreement and Buyer's deposit shall be refunded.

4. Broker. The parties acknowledge that no real estate broker is involved in this transaction.

5. Closing Date. Title shall be transferred on or before \_\_\_\_\_, 2008 at the offices of \_\_\_\_\_ or at such other time or place as the parties may mutually agree.

This Purchase and Sale Agreement is subject to \_\_\_\_\_

6. Proration. The following items will be prorated as of the date of closing, including but not limited to, real estate taxes, water bill, sewer bill, heating fuel, located in said property.

7. Risk of Loss. The Seller shall keep the property insured at its full value. In the event twenty (20%) percent or more of the premises is destroyed by fire, windstorm or other casualty, the Buyer, at Buyer's option, may rescind this Agreement and receive the return of Buyer's down-payment; otherwise, the Seller will assign to the Buyer the proceeds of any insurance covering said casualty.

The Buyer acknowledges that the Buyer has had an opportunity to inspect the property and by acceptance of the Seller's deed waives all claims for breach of warranty.

8. Default. If the Buyer shall default in the performance of Buyer's obligation, the amount of the deposit may, at the option of the Seller, become the property of the Seller as reasonable liquidated damages.

9. Merger. All representations, statements and agreements heretofore made between the parties hereto are merged into this Agreement which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied herein, made by the other or on their behalf.

10. Binding Effect. This Agreement shall be binding upon the parties, their heirs, successors and personal representatives. It may not be modified except by the written agreement of the parties.

11. Governing Law. This Agreement is executed, delivered and intended to be performed in the State of New Hampshire and shall be governed and construed in accordance with its law.

WITNESS the hands of the parties on the day and year above set forth.

\_\_\_\_\_  
Witness \_\_\_\_\_, Seller

\_\_\_\_\_  
Witness \_\_\_\_\_, Seller

\_\_\_\_\_  
Witness \_\_\_\_\_, Buyer

\_\_\_\_\_  
Witness \_\_\_\_\_, Buyer