

# Real Estate Purchase Contract and Receipt for Earnest Money

Date: \_\_\_\_\_, 20\_\_\_\_

## RECEIVED FROM \_\_\_\_\_

as BUYER The sum of

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

evidenced by \_\_\_\_ Personal Check, and/or \_\_\_\_ Cashier's Check, and/or \_\_\_\_ Bank Wire as Earnest Money Deposit, (subject to collection, which Seller acknowledges that Broker has accepted as Seller's agent and is authorized to deposit with any duly authorized escrow agent), to the following described property situated in the County of Maricopa, State of Arizona, together with all fixtures and improvements thereon to wit:

1646 E. Hermosa Dr, Tempe, AZ 85282; Subdivision: TEMPE GARDENS 5, Lot #547; Maricopa County Assessor #:133-37-229

Which the Buyer agrees to purchase for the Full Purchase Price of \_\_\_\_\_ DOLLARS,  
Payable as follows:

\$\_\_\_\_\_ by above Earnest Money which is NON-REFUNDABLE unless title should prove defective as provided herein.  
\$\_\_\_\_\_ Cash on or before close of escrow. There are NO contingencies on financing.

## **IT IS HEREBY AGREED:**

**First:** If Buyer fails to complete this purchase as herein provided by reason of any default of Buyer, Seller shall be released from obligation to sell the property to Buyer and may pursue any claim or remedy at law or equity or may retain the amount paid herein as liquidated and agreed damages as Seller may elect. If action be instituted to enforce this agreement, the prevailing party shall receive reasonable attorney's fees as fixed by the Court.

**Second:** The Buyer and Seller agree that if the title to the above property be defective, sixty (60) days from the date hereof will be given the Seller, or his agent, to perfect same. If title cannot be perfected within that time, at the option of Buyer, and upon demand, the down payment receipted for herein shall be returned to Buyer and this contract cancelled.

**Third:** That the Buyer, either independently or through representatives of Buyer's choosing, has investigated any and all matters concerning this purchase and Auction Company, Broker and Seller are hereby released from all responsibility regarding the condition and valuation thereof, and neither Buyer, Seller, Auction Company nor Broker shall be bound by any understanding, agreement, promise, representation, stipulation, inducement or condition, expressed or implied, not specified herein.

**Fourth:** Buyer is aware that Seller is selling, and Buyer is purchasing the property in "AS-IS CONDITION WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE".

**Fifth:** Buyer shall be responsible to pay all costs associated with Buyer to obtain necessary financing to close the sale. Buyer and Seller shall each pay one-half (1/2) of the escrow fee, and other escrow costs properly chargeable to each in accordance with the prevailing custom. All property taxes, rents, fees and assessments, if any, shall be prorated as of close of escrow. Any deposits held by Seller shall be transferred to Buyer at close of escrow.

**Sixth:** This contract shall become binding only when executed by the Buyer and by the Seller and shall be in force and effect from the date of such execution. Written notice of acceptance given to Broker shall be notice to Buyer. This offer must be accepted by Seller on or before \_\_\_\_\_, 20\_\_\_\_, otherwise this offer shall be deemed revoked and the deposit returned to the Buyer.

**Seventh:** Time is of the essence in this contract.

**Eighth:** This Contract shall serve as escrow instructions and shall be the controlling document. Escrow shall close on or before \_\_\_\_\_, 20\_\_\_\_. Possession shall be delivered to the Buyer at close of escrow.

**Ninth:** Seller accepts liability for maintaining and delivering property in similar condition as offered for sale. Buyer acknowledges by deposit of Down Payment that Buyer has examined the property, with or without select tradesmen, and is satisfied as to the condition of the property. The Buyer and the Seller hereby agree that the Broker and Auction Company will not be liable for compliance with this paragraph,

**Tenth:** In the event there is any loss or damage to the property between the date hereof and the date of closing, by reason of fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller. Buyer also has an insurable interest in the property and should place insurance upon the property upon acceptance of this offer.

**Eleventh:** Mediation - Buyer and Seller agree to mediate any dispute or claim arising out of or relating to this Contract, any alleged breach of this Contract or services provided in relation to this Contract before resorting to court action. Any agreement signed by the parties pursuant to the mediation conference shall be binding. All mediation costs will be paid equally by the parties to the Contract. Disputes shall include claims to Down Payment money or representations made by the Buyer or Seller in connection with the sale, purchase, financing, condition, or other aspects of the Premises to which this Contract pertains, including, without limitation, allegations of concealment, misrepresentation, negligence and/or fraud.

**Twelfth:** In the event that Broker/Auction Company hires an attorney to enforce the collection of the commission due herein and is successful in collecting some or all such commission, Seller agrees to pay all court costs and Broker/Auction Company's reasonable attorney fees. Buyer and Seller understand and

agree that the Broker and Auction Company represent the Seller exclusively as Seller’s agent and have a duty to treat fairly all parties to the transaction. The parties to this contract expressly agree that the laws of the state where the auction event occurs shall govern the validity, construction, interpretation, and effect of this contract.

**Thirteenth:** Buyer agrees that a portion or all the Earnest Money funds will be released to the Seller upon opening of escrow and understands that the funds will be used as payment of fees to the Auction Company and for other up-front expenses of the Auction sale.

**OFFER TO PURCHASE:** I (or we) offer and agree to purchase the above-described property on the terms and conditions herein stated and acknowledge receipt of a copy of this offer.

Dated \_\_\_\_\_, 20\_\_\_\_

Buyer \_\_\_\_\_ Address \_\_\_\_\_

Buyer \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Buyer \_\_\_\_\_ Address \_\_\_\_\_

Buyer \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

**ACCEPTANCE OF OFFER:** I (or we) agree to sell the above-described property on the terms and conditions herein stated.

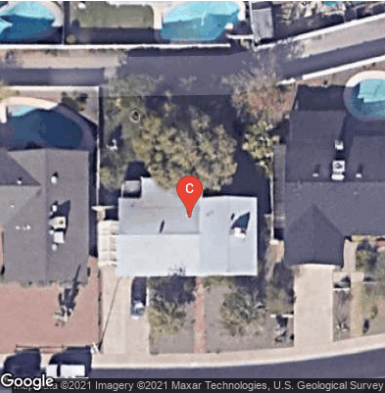
Dated \_\_\_\_\_, 20\_\_\_\_

Seller \_\_\_\_\_ Address \_\_\_\_\_

Seller \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Seller \_\_\_\_\_ Address \_\_\_\_\_

Seller \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_



Last Sold	—	Construction	8" PAINTED BLOCK
Last Sale Price	\$0	Roof	ASPHALT SHINGLE
Owner	JOHN & PEGGY S WHISENHUNT	A/C	REFRIGERATION
Mailing	4724 AMBERWOOD CT	Heat	Yes
	CARLSBAD, California 92008-3701	Stories	M
Lot	0.17 Acres / 7514 Sqft	Property Type	(0131) SFR GRADE 010-3 URBAN SUBDIV
Year Built	1969	Parking	NONE
SqFt	1870	Parking Spaces	0
Class	CLASS R3, AVERAGE	Patio	COVERED
Added Attached	286	Pool	No
Added Detached	None		

Subdivision - TEMPE GARDENS UNIT 5	County Zone - MARICOPA	City Zone - TEMPE
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Improved Lots	104	Single Story	77	Avg Sqft	1956	[R-6] RESIDENTIAL WITH 6,000 SF MINIMUM	100%	[R1-6] Single-Family Residential	100%
With Pool	61	Multiple Story	27	Avg Lot	8841				
Year Built	1969-1971								

Tax Assessment

	2015 Final	2016 Final	2017 Final	2018 Final	2019 Final	2020 Final	2021 Prelim	2022 Prelim
FCV Improved	\$112,700	\$128,500	\$131,900	\$150,300	\$156,000	\$170,400	\$191,900	\$203,200
FCV Land	\$28,100	\$32,100	\$32,900	\$37,500	\$39,000	\$42,600	\$47,900	\$50,800
FCV Total	\$140,800	\$160,600	\$164,800	\$187,800	\$195,000	\$213,000	\$239,800	\$254,000
YoY Change %	51%	14%	3%	14%	0%	0%	0%	0%
Assessed FCV	\$14,080	\$16,060	\$16,480	\$18,780	\$19,500	\$21,300	\$23,980	\$25,400
LPV Total	\$98,175	\$103,084	\$108,238	\$113,650	\$119,333	\$125,300	\$131,565	\$138,143
State Aid	\$185	\$202	\$207	\$211	\$213	\$217	\$0	\$0
Tax Amount	\$1,282	\$1,325	\$1,332	\$1,375	\$1,413	\$1,440	\$0	\$0

Deed History

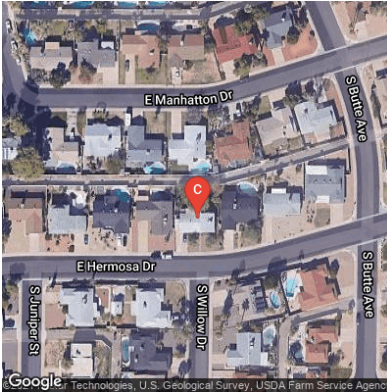
Sale Date	Buyer	Seller	Sales Price	Down	Mortgage	Deed	Financing	Transaction	Doc #
12/19/2011	John & Peggy S Whisenhunt	John Whisenhunt	\$0	\$0	\$0	Special Warranty	—	—	20111040436
12/19/2011	Peggy S Whisenhunt	George T Wendt	\$0	\$0	\$0	—	—	—	20111040433
3/4/2002	Glenn C Wendt	Glenn C Wendt	\$0	\$0	\$0	Quit Claim	—	—	20020221471
12/30/1992	Glenn C Wendt Trust	Wendt	\$0	\$0	\$0	—	—	—	19920744943

Flood Zone

Map Number	04013C2245L	(Zone SubType: 0.2 PCT ANNUAL CHANCE FLOOD HAZARD); Zone Description: Areas outside the one-percent annual chance floodplain, areas of 1% annual chance sheet flow flooding where average depths are less than 1 foot, areas of 1% annual chance stream flooding where the contributing drainage area is less than 1 square mile, or areas protected from the 1% annual chance flood by levees. No Base Flood Elevations or depths are shown within this zone. Insurance purchase is not required in these zones.
Map Date	10/16/2013	
Panel	2245L	
FEMA Zone	X	

Additional Information

Parcel	133-37-229
County	MARICOPA
MCR Number	12022
Municipality	TEMPE
Section / Township / Range	35 / 1N / 4E
Lot / Block / Tract	547 / — / —
Census Tract / Block	319401 / 3018
Tax Area	31600
Latitude, Longitude	33.3875903933633, -111.911658999593
Property Type	(0131) SFR GRADE 010-3 URBAN SUBDIV
Legal Class	—
School District(S)	Tempe Union High School District Tempe Elementary School District
Legal Description (Abbrev)	TEMPE GARDENS 5





Arizona  
Property  
& Auction

## FINAL PURCHASE PRICE CALCULATION SHEET

\$ _____	Winning High Bid (Bidder #: _____)
<b>+</b> \$ _____	_____ Buyer's Premium (Auction Fee)
<b>=</b> \$ _____	Total Purchase Price
<b>-</b> \$ _____	Opening Bid Incentive Credit (if applicable)
<b>=</b> \$ _____	Final Purchase Price
<b>-</b> \$ _____	Earnest Money Deposit
<b>=</b> \$ _____	Balance Due by Close of Escrow

Earnest Money Deposit Evidenced By:

\$ _____	Certified Registration Funds
<b>+</b> \$ _____	Additional Funds
<b>=</b> \$ _____	Total Earnest Money Deposit

Dated \_\_\_\_\_, 20\_\_\_\_

Buyer \_\_\_\_\_ by: \_\_\_\_\_

Buyer \_\_\_\_\_ by: \_\_\_\_\_

Seller \_\_\_\_\_ by: \_\_\_\_\_

Seller \_\_\_\_\_ by: \_\_\_\_\_

United Country Real Estate – Arizona Property & Auction by: \_\_\_\_\_

Broker File # \_\_\_\_\_ Broker's initials \_\_\_\_\_

