

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment") is made as of this _____ day of _____, by and between _____ ("Assignor") and _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor entered into Agreement to Purchase (the "Agreement") by and between Assignor and _____ ("Seller"), whereby Assignor has agreed to purchase from Seller that certain parcel of land with the buildings and structures thereon known as _____ **(Property Address)** (the "Property"); and

WHEREAS, Assignee desires to acquire the Property by assuming all of Assignor's rights, duties, liabilities and obligations as "purchaser" under the Agreement, and Assignor has agreed to assign to Assignee all of its rights, duties, liabilities and obligations under the Purchase and Sales, subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the parties hereto do hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee all rights, duties, liabilities and obligations of Assignor in, to and under the Purchase and Sale Agreement.
2. Assignee hereby agrees to pay to Assignor _____ ("Assignment Fee") plus _____ (Earnest Money Reimbursement) for a total of _____.

The Assignment Fee shall be payable as follows:

- (a) _____ (Earnest Money Reimbursement) Non-refundable deposit paid to Assignor upon execution of this agreement. Earnest money to be credited to Assignee at closing.
- (b) _____ (Assignment Fee) paid to Assignor upon execution of this agreement. Refundable only if the seller is unable to perform.
- (c) _____ Balance to be paid upon the recording of the deed. **THIS SECTION IS OPTIONAL AND ONLY NEEDED IF ASSIGNEE ISN'T PAYING FULL FEE TO ASSIGNOR UPON SIGNING THIS AGREEMENT**

3. Assignee hereby accepts the foregoing assignment Agreement and, in addition to agreeing to pay the assignment fee, agrees to the following:

**Assignee shall use the following title company or law office as
settlement agent for the closing:**

(Firm or Company Name)
(address)
(phone)

IN WITNESS WHEREOF, the parties have executed this agreement under seal on the
day and year first above written.

ASSIGNEE:

Name: _____ Date: _____

ASSIGNOR:

Name: _____ Date: _____