

Assignment of Real Estate Agreement

THIS ASSIGNMENT ("Assignment") is made and entered into this _____ by and between _____ ("Assignor"), and, **CASH HOME CLOSERS, LLC** ("Assignee").

WITNESSETH:

WHEREAS, On _____ the Assignor has entered into a certain Real Estate Purchase and Sale Agreement ("Agreement") with _____ as ("Seller(s)") and the Assignor as ("Buyer(s)") for rights to purchase the property located at _____, in the City of _____, State of _____

AND WHEREAS, Assignor wishes to sell his/her/their right in the Agreement and the Assignee wishes to buy all of Assignor's rights and accepts receiving title and interest in, to, and under said Agreement.

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1. NOW THEREFORE, for total sum of (including property price and assignment fee) \$ _____ and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by these presents does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Agreement. This Assignment shall be binding upon Assignor and shall insure to the benefit of Assignee and its successors, heirs and assigns.
2. Assignee hereby assumes all of Assignor's duties and obligations under said Agreement.
3. The Assignee agrees to close on or before _____ and adhere to all remaining terms of the Agreement. In the event, the title is not ready to close by the set closing deadline; closing will extend by 7 days post free and clear status per title company.
4. The Assignee agrees to indemnify and hold harmless Assignor from and against any claim or action, which may arise or hereafter be brought by Seller(s) against Assignor arising under or by virtue of the Agreement.
5. This Assignment constitutes the sole and entire agreement between the parties hereto and no modification shall be binding unless set forth in writing and signed by all parties hereto.
6. This Assignment shall be construed under the laws of the State of _____.
7. Time is of the essence in this Assignment.
8. Seller and Assignee agree and understand that Assignor is not acting as a real estate broker or agent in this transaction and is not representing either party, but rather is acting as a principal in selling his/her/their contractual and/or equitable interest in the above referenced agreement to Assignee.
1. A non-refundable earnest money deposit (EMD) of \$ _____ must be delivered to the title company within _____ days of assignment being ratified or this assignment will be considered null and void In the event of assignee/buyer default EMD is the sole remedy and title company shall automatically release the EMD to the assignor upon written request to the title company by the assignor, which release shall not require the consent of the assignee/buyer.
1. The Parties hereby legally, wholly, and irrevocably bind themselves and shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate each others' interest by any means for the purpose of changing, increasing or avoiding, directly or indirectly, the payment of fees owed to each party at the time of closing.
2. Additional terms and conditions:

Assignor(s): _____

Signature: _____

Date: _____

Assignee(s): _____

Signature: _____

Date: _____