



**SAMPLE PURCHASE & SALES  
AGREEMENTS  
W/ 3-TIERED OFFER**



## **Legal Information Is Not the Same as Legal Advice**

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# OFFER WRITING

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## Buying Property with a 3-Tier Offer



The Lee Arnold System of Real Estate Investing's 3-Tiered Offer, is part of a carefully orchestrated system that positions you, the investor, as the expert real estate **Transaction Engineer** who has come to the aid of the distressed or otherwise motivated seller. It is a multifaceted approach to writing offers that leverages one or more of the two key elements to making money in real estate – namely buying at a favorable price and/or getting favorable terms. For those who have written offers before, you will find this vastly different than writing a standard purchase and sales agreement. How you

write and present the offer are central components to this system.

In an offer to purchase real estate, you include not only the price you are willing to pay, but other details of the purchase as well. This includes how you intend to finance the home, your down payment, who pays what closing costs, what inspections are performed, timetables, whether personal property is included in the purchase, terms of cancellation, any repairs you want performed, which professional services will be used, when you get physical possession of the property, and how to settle disputes should they occur.

Early in your negotiations with the seller you need to explore the seller's motivation. What needs does the seller have? Do they need a large amount of cash or would they benefit more from monthly payments? As a landlord, they may be used to receiving monthly checks and may prefer this if they know that it is an option. What challenges to the sale will you need to overcome?

You will need to answer these questions during your negotiation and make sure your offer addresses the needs of the seller.



Before you actually write the offer, you need to work on anchoring the selling price where you need it to be. Subconsciously anchor the price with the seller by talking about your research in the neighborhood and what houses are worth. Ask them what

# OFFER WRITING

the assessed value is. This is almost always lower. Finally ask “If I pay you all cash and I pay you quickly what the least you can accept?” Follow up with “Is that the best you can do?”



There are other questions to ask as well prior to writing your offer. Ask if it is listed. (You should know the answer to this before you ask this.) Always ask for a referral. Do you have any other properties to sell?

Remind them that if they take a large lump sum they will pay a large capital gains tax on the deal but that you could structure the deal that includes some owner financing that would provide some money down with monthly payments. They will still pay capital gains but they will reduce their tax exposure. Let them know that you will include some options in your offer.

As you construct your offer include the following 3 parts to the offer:

1. Low-Ball Cash Offer
2. A Small Down Payment with a Seller Carried Second
3. 100% Seller Financing

## Low-Ball Cash Offer

This offer will be all cash. It will be the lowest of the 3 offers. If done correctly, this amount will offend the seller. That is ok. Remember there are two other offers to come. This offer is admittedly a low-ball offer that sets the subsequent two offers up as being better ones and worthier of consideration.

## A Small Down Payment w/ a Seller Carry

This offer mixes some cash with the rest being a seller carry. Since you will include terms that are highly beneficial to you, you are able to offer more than the cash only offer. This offer should be constructed to appeal to the seller who expressed a need for some cash up front but does not need all the cash at once.



# OFFER WRITING

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## All Seller Financing

This option requires the least out of pocket from the investor. This, coupled with favorable terms, will allow you to make the highest offer through this option. This is the ultimate win – win option. The investor controls a new property with no money out of pocket, the seller gets his/her house sold and can maintain a monthly income.



Remember that as an investor you need to purchase this property at either a favorable price and/or favorable terms. You have a great deal of flexibility on how this will look. Some options include variations on seller carry with or

without interest. Payments can be interest only or you can amortize the loan. If you choose to amortize it can be over any period of time you desire with a balloon payment at some earlier point in time. You can even include an equity kicker when you dispose of the property. Keep in mind that anything that is legal, that both you and the seller put in writing, and sign is your contract.



## REAL ESTATE PURCHASE AND SALE AGREEMENT

### PARTIES:

\_\_\_\_\_, as "Seller" of \_\_\_\_\_ . Whose phone number is \_\_\_\_\_ and whose mailing address on the property profile is \_\_\_\_\_.

\_\_\_\_\_, as "Buyer", whose phone number is \_\_\_\_\_, hereby agree that the Seller shall sell and Buyer shall buy the property located at:

\_\_\_\_\_

### I. DESCRIPTION:

a) Legal description of real estate ("Property") located in \_\_\_\_\_ County, State of \_\_\_\_\_.

\_\_\_\_\_

b) Street address, if any, of the Property being conveyed is:

\_\_\_\_\_

c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

### II. PURCHASE PRICE: See Addendum #1

#### PAYMENT:

a) Cash Deposit(s) to be held in escrow at \_\_\_\_\_ the amount of \_\_\_\_\_ to be deposited within 3 days of settlement.

b) Subject to assumption of Mortgage in favor of \_\_\_\_\_

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

bearing interest at \_\_\_\_\_% per annum and payable as to principal and interest at \$\_\_\_\_\_ per month, having an approximate present principal balance of \$\_\_\_\_\_.

c) Purchase money mortgage and note bearing interest at \_\_\_\_\_% on terms set forth herein below, in the principal amount of \$\_\_\_\_\_.

d) Balance to close, (U.S. Cash, certified or cashier's check) subject to adjustments and perorations: See Addendum #1

**TOTAL: See Addendum #1**

**II. FINANCING:** If the purchase price or any part thereof is to be financed by a third-party loan, this Contract for Sale and Purchase ("Contract"), is conditioned upon the Buyer obtaining a firm commitment for said loan within any time before the scheduled closing.

**IV. TITLE EVIDENCE:** Within five 5 days from the date of Contract, Seller shall, at his expense, deliver to Buyer or his attorney, in accordance with Paragraph XI, a commitment for title insurance with fee owner's title policy premium to be paid by Seller at closing.

**V. TIME FOR ACCEPTANCE AND EFFECTIVE DATE:** If this offer is not executed by both parties hereto on or before \_\_\_\_\_, on \_\_\_\_\_, the aforesaid deposit(s) shall be, at the option of the Buyer, returned to him and this offer shall thereafter be null and void. The date of Contract ("Effective Date") shall be the date when the last one of the Seller and Buyer has signed this offer.

**VI. CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on the chosen day of the month subject to addendum 1.

**VII. RESTRICTIONS, EASEMENTS, LIMITATIONS:** The Buyer shall take title subject only to:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**VIII. OCCUPANCY:** Seller represents that \_\_\_\_\_ tenants currently occupying the property.

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**IX. ASSIGNABILITY:** Buyer may assign this Contract at any time, prior to settlement.

**X. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted herein or attached hereto as Addenda shall control all printed provisions in conflict therewith as long as they have been initialed and dated by both parties, prior to settlement.

**XI. EVIDENCE OF TITLE:** Within five (5) days from the date hereof, Seller, at Seller's sole cost and expense, shall cause a title insurance company mutually acceptable to the Parties ("Title Company") to issue and deliver to Buyer an ALTA Form B title commitment ("Title Commitment") accompanied by one copy of all documents affecting the Property, and which constitute exceptions to the Title Commitment. Buyer shall give Seller written notice on or before twenty (20) days from the date of receipt of the Title Commitment, if the condition of title as set forth in such Title Commitment and survey is not satisfactory in Buyer's sole discretion. In the event that the condition of title is not acceptable, Buyer shall state which exceptions to the Title Commitment are unacceptable. Seller shall, at its sole cost and expense promptly undertake and use its best efforts to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Seller is unable with the exercise of due diligence to satisfy said objections within thirty (30) days after said notice, Buyer may, at its option: (i) extend the time period for Seller to satisfy said objections, (ii) accept title subject to the objections raised by Buyer, without an adjustment in the purchase price, in which event said objections shall be deemed to be waived for all purposes, or (iii) rescind this Agreement, whereupon the deposit described herein shall be returned to Buyer and this Agreement shall be of no further force and effect.

**XII. EXISTING MORTGAGES TO BE ASSUMED:** \_\_\_\_\_

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**XIII. PURCHASE MONEY MORTGAGES:** See Addendum #1

**XIV. CURRENT SURVEY:** Prior to Closing, buyer may, at his or her sole expense purchase and require a property inspection by a licensed property inspection company.

**XV. TERMITES:** \_\_\_\_\_

**XVI. INGRESS AND EGRESS:** Seller warrants that there is ingress and egress to the Property sufficient for the intended use as described in Paragraph VII hereof the title to which is in accordance with Paragraph XI above.

**XVII. Leases:** \_\_\_\_\_

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Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_



**XVIII. LIENS:** To be verified by title insurance company.

**XIX. PLACE OF CLOSING:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**XX. TIME:** Offer Valid Until \_\_\_\_\_, on \_\_\_\_\_.

**XXI. DOCUMENTS FOR CLOSING:** To be drawn by closing agent.

**XXII. EXPENSES:** Buyer will be responsible for buyer's side expenses and seller will be responsible for customary seller side closing expenses expect as stated on purchase option.

**XXIII. PRORATION OF TAXES:** Taxes for the year of the closing shall be prorated to the date of closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation. Subsequent to the closing, when the tax rate is fixed for the year in which the closing occurs, Seller and Buyer agree to adjust the proration's of taxes and, if necessary, to refund or pay, as the case may be, an amount necessary to affect such adjustments. This provision shall survive closing.

**XXIV. PERSONAL PROPERTY INSPECTION, REPAIR:** Seller warrants that all major appliances, heating, cooling, electrical, plumbing systems, and machinery are

\_\_\_\_\_

condition as of six (6) days prior to closing. Buyer may, at his expense, have inspections made of said items by licensed persons dealing in the repair and maintenance thereof, and shall report in writing to Seller such items as found not in working condition prior to taking of possession thereof, or six (6) days prior to closing, whichever is first. Unless Buyer reports failures within said period, he shall be deemed to have waived Seller's warranty as to failures not reported. Valid reported failures shall be corrected at Seller's cost with funds therefore escrowed at closing. Seller agrees to provide access for inspection upon reasonable notice.

**XXV. RISK OF LOSS:** If the improvements are damaged by fire or other casualty prior to closing, and the costs of restoring same does not exceed 3% of the assessed valuation of the improvements so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of Contract with costs therefor escrowed at closing. In the event the cost of repair or restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the Property as is, together with either the said 3% or any

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

insurance proceeds payable by virtue of such loss or damage, or of canceling the Contract and receiving return of deposit(s) made hereunder.

**XXVI. MAINTENANCE:** Notwithstanding the provisions of Paragraph XXIV, between Effective Date and Closing Date, all personal property on the premises and real property, including lawn, shrubbery and pool, if any, shall be maintained by Seller in the condition they existed as of Effective Date, ordinary wear and tear excepted, and Buyer or Buyer's designee will be permitted access for inspection prior to closing in order to confirm compliance with this standard.

**XXVII. PROCEEDS OF SALE AND CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds and evidence of title continued at Buyer's expense, to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last evidence, and the cash proceeds of sale shall be held in escrow by Seller's attorney or by such other escrow agent as may be mutually agreed upon for a period of no longer than five (5) days from and after closing date. If Seller's title is rendered unmarketable, Buyer shall within said five (5) day period, notify Seller in writing of the defect and Seller shall have thirty (30) days from date of receipt of such notification to cure said defect. In the event Seller fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefor and within five (5) days thereafter, be returned to Buyer and, simultaneously with such repayment, Buyer shall vacate the Property and convey same to the Seller by special warranty deed. In the event Buyer fails to make timely demand for refund, he shall take title as is, waiving all rights against Seller as to such intervening defect except as may be available to Buyer by virtue of warranties, if any, contained in deed.

**XXVIII. ESCROW:** Any escrow agent receiving funds is authorized and agrees by acceptance thereof to promptly deposit and to hold same in escrow and to disburse same subject to clearance thereof in accordance with terms and conditions of Contract. Failure of clearance of funds shall not excuse performance by the Buyer.

**XXIX. ATTORNEY FEES AND COSTS:** In connection with any litigation including appellate proceedings arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**XXX. (a) DEFAULT BY SELLER:** In the event that Seller should fail to consummate the transaction contemplated herein for any reason, except Buyer's default; (i) Buyer may enforce specific performance of this Agreement in a court of competent jurisdiction and in such action shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Property, or (ii) may bring suit for damages for breach of this Agreement, in which event, the deposit made hereunder shall be forthwith returned to Buyer, or (iii) declare a default, demand and receive the return of the deposit. All rights, powers, options or remedies afforded to Buyer either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law.

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**XXX. (b) DEFAULT BY BUYER:** In the event Buyer should fail to consummate the transaction contemplated herein for any reason, except default by Seller or the failure of Seller to satisfy any of the conditions to Buyer's obligations, as set forth herein, Seller shall be entitled to retain the earnest money deposit, such sum being agreed upon as liquidated damages for the failure of Buyer to perform the duties and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to Seller other than as provided in this Section, and Seller agrees to accept and take said deposit as Seller's total damages and relief hereunder in such event.

**XXXI. MEMORANDUM OF CONTRACT RECORDABLE, PERSONS BOUND AND NOTICE:** Upon the expiration of the inspection period described in paragraph XXXVI, if Buyer has elected to proceed with purchase of the property, the parties shall cause to be recorded, at Buyer's option and expense, in the public records of the county in which the property is located, an executed Memorandum of Contract as attached hereto. This Contract shall bind and inure to the benefit of the Parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for either party shall be as effective as if given by or to said party.

**XXXII. PRORATIONS AND INSURANCE:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of the Property shall be prorated as of date of closing. Buyer shall have the option of taking over any existing policies of insurance on the Property, if assumable, in which event premiums shall be prorated. The cash at closing shall be increased or decreased as may be required by said proration's. All references in Contract to prorations as of date of closing will be deemed "date of occupancy" if occupancy occurs prior to closing, unless otherwise provided for herein.

**XXXIII. CONVEYANCE:** Seller shall convey title to the Property by statutory warranty deed subject only to matters contained in Paragraph VII hereof and those otherwise accepted by Buyer. Personal property shall, at the request of Buyer, be conveyed by an absolute bill of sale with warranty of title, subject to such liens as may be otherwise provided for herein.

**XXXIV. UTILITIES:** Seller shall, at no expense to Seller, actively work with Buyer to assist Buyer in obtaining electricity, water, sewage, storm drainage, and other utility services for development of the Property.

**XXXV. ENGINEERING PLANS AND STUDIES:** Upon the execution hereof, Seller shall furnish to Buyer all engineering plans, drawings, surveys, artist's renderings and economic and financial studies which Seller has, if any, relating to the Property, and all such information may be used by Buyer in such manner as it desires; provided that in the event Buyer fails to purchase the Property for any reason other than Seller's default, all such information shall be returned to Seller together with any information that Purchaser may have compiled with respect to the Property.

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**XXXVI. INSPECTION OF PROPERTY:** Inspection by Licensed property inspection at any time prior to settlement with 48-hour notice to seller and seller's tenants.

**XXXVII. PENDING LITIGATION:** Seller warrants and represents that there are no legal actions, suits or other legal or administrative proceedings, including cases, pending or threatened or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated which might or does affect the conveyance contemplated hereunder.

**XXXVIII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the closing date with the same force and effect as if made at that time, and all of such representations and warranties shall survive the closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto.

**XXXIX. ACQUIRING APPROVALS:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**XL. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon any of the Parties hereto unless incorporated in this Contract. No modification or change in this Contract shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby.

**XLI. SPECIAL CLAUSES: See Addendum #1**

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Executed by Seller(s) on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Name of Seller (Printed)

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Name of Seller (Printed)

Executed by Buyer(s) on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Name of Buyer (Printed)

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Name of Buyer (Printed)

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Addendum #1 to Contract**

Buyer to purchase property located at:

\_\_\_\_\_ ,

under one of the following three options:

**Option #1:** Buyer to pay all cash and close within \_\_\_\_\_ days of acceptance at any time before the expiration of the contract \_\_\_\_\_.

**Purchase price to be:** \_\_\_\_\_.

**Option #2: Purchase price to be:** \_\_\_\_\_.

Buyer to pay \_\_\_\_\_ down. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Option #3: Purchase price to be:** \_\_\_\_\_.

Buyer to pay \_\_\_\_\_ down. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

Executed by Seller(s) on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Name of Seller (Printed)

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Name of Seller (Printed)

Executed by Buyer(s) on: \_\_\_\_\_

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Name of Buyer (Printed)

\_\_\_\_\_  
Signature of Buyer

\_\_\_\_\_  
Name of Buyer (Printed)

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Buyers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Sellers Initials: \_\_\_\_\_ Date: \_\_\_\_\_

TRAIN

INVEST

BORROW

GROW

LEND

EARN

PROSPER

SUCCEED

# CIRCLE OF WEALTH

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## Where Are You in the Circle Of Wealth?