

# Assignment of Real Estate Purchase and Sale Agreement

**THIS ASSIGNMENT (“Assignment”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (“Assignor”), and, \_\_\_\_\_ (“Assignee”).

**W I T N E S S E T H :**

WHEREAS, On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, copy of said Agreement being attached hereto as Exhibit "A",

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.

1. NOW THEREFORE, for and in consideration of the sum of \_\_\_\_\_ DOLLARS (\$000.00) 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 inure 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and adhere to all remaining terms of the Agreement.
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. A deposit of \_\_\_\_\_ DOLLARS (\$000.00) has been made payable to the Assignor.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by Assignor and Assignee as of the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
 Witness:

\_\_\_\_\_  
 Assignor:

\_\_\_\_\_  
 Witness:

\_\_\_\_\_  
 Assignee:

**STATE OF \_\_\_\_\_ :**  
**: ss. \_\_\_\_\_**  
**COUNTY OF \_\_\_\_\_ :**

I, \_\_\_\_\_, a duly authorized and acting Notary Public in and for the State of \_\_\_\_\_, hereby declare: that on this date personally appeared before me \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing document, and acknowledged to me that he signed the same as his free and voluntary act and deed.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public