**Agreement to Assign Contract for Sale and Purchase**

Subject Property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Agreement to Assign Contract For Sale and Purchase\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is made between \_\_\_\_\_\_\_\_\_Albert Dutton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (ASSIGNOR) and \_\_\_\_\_\_\_\_\_\_\_\_NA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (ASSIGNEE) regarding purchase of above referenced SUBJECT PROPERTY. Whereas \_\_\_\_Albert Dutton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ has entered into a Purchase and Sales Agreement with \_\_\_\_\_\_\_\_Owner of Record\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (SELLER) for the purchase of \_\_\_\_\_\_\_\_\_\_4227 Edgerock Ave. Kingman Arizona 86401\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and whereas BUYER wishes to assign its rights, interests and obligations in the Purchase and Sales Agreement, it is hereby agreed between ASSIGNOR and ASSIGNEE as follows:

1. ASSIGNEE shall pay ASSIGNOR an assignment fee of $\_\_\_\_\_\_\_\_\_xxx\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. ASSIGNEE is to put earnest money down with Sellers attorney: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of $\_\_\_\_\_\_xxx\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 3. ASSIGNEE is to make a down payment in the amount of $\_\_\_\_\_xxx\_\_\_\_\_\_\_\_\_\_\_\_\_\_with ASSIGNOR made payable to \_\_\_\_\_\_\_\_Title Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This deposit shall be credited toward the total assignment fee and is NONREFUNDABLE with the only exception of good and marketable title not being available to ASSIGNEE.

4. \_\_\_\_\_\_\_\_\_\_\_\_ex. First American\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title Company will handle closing.

5. Closing is to take place on or before \_\_\_\_11\_\_\_/\_\_\_\_26\_\_\_\_\_/ \_\_\_\_2019\_\_\_\_\_\_

6. ASSIGNEE accepts all terms and conditions of the contract for Sale and Purchase between BUYER and SELLER in its entirety.

7. ASSIGNEE acknowledges receipt of legible copies of the original Contract for Sale and Purchase in its entirety including all Addendums associated with this transaction.

8. Additional terms and conditions of this Assignment are as follows: ● This assignment contract is non-assignable without the express written consent of the ASSIGNOR. ● No changes to the Purchase Contract can be made without written consent of \_\_\_\_\_\_\_Albert Dutton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Disclosures and Acknowledgement: a. ASSIGNOR and affiliated associates make no warranty, expressed or implied, regarding inspection reports or other reports provided to ASSIGNEE by ASSIGNOR or third parties concerning this property. ASSIGNEE is advised to independently verify the accuracy of all information contained in reports regarding this property. b. ASSIGNEE acknowledges they are conducting a transaction dealing directly with ASSIGNOR for the purchase of SUBJECT PROPERTY. ASSIGNEE is not relying upon or being represented by a real estate brokerage in this transaction.

10. ASSIGNEE waives the financing contingency clause; purchase of property is a cash deal. ● BUYER agrees to pay for the following closing costs: \_\_\_\_\_\_\_\_\_\_\_\_\_$XXX\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREED AND ACCEPTED

ASSIGNOR Name (print): \_Albert Dutton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: 10/26/2019\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (signature): \_\_\_\_\_\_\_\_\_\_

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

ASSIGNEE Name (print):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_