

**ASSIGNMENT OF REAL ESTATE
PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT is made this _____ day of _____, 20____,

by _____ (Assignor)

to _____ (Assignee).

WHEREAS, Assignor has entered into a certain Contract and/or Real Estate Purchase and Sale Agreement with _____ (Seller and/or Owners of Record) and Assignor as Buyer, executed on the _____ day of _____, 20____, for the purchase and sale of certain real property physically located at _____,

APN: _____

T/R/S: _____

Legal: _____

and which is described more particularly in said Contract and/or Real Estate Purchase and Sale Agreement, a copy of which is attached; and,

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Contract and/or Real Estate Purchase and Sale Agreement. Assignor warrants and represents that said Contract and/or Real Estate Purchase and Sale Agreement is in full force and effect and is fully assignable. Assignor further warrants that it has the full right and authority to transfer said contract and that contract rights herein transferred are free of lien, encumbrance or adverse claim. Said Contract and/or Real Estate Purchase and Sale Agreement has not been modified and remains on the terms contained therein; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title And interest in, to and under said Contract and/or Real Estate Purchase and Sale Agreement; and,

WHEREAS, Consideration to be paid as follows: \$ _____ at the time this agreement is signed, and \$ _____ cash or cashier check at closing; and,

WHEREAS, this Assignment is only contingent on the item(s) below; and,

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Contract and/or Real Estate Purchase and Sale Agreement. The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the Contract and/or Real Estate Purchase and Sale Agreement and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee. This Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors, heirs and assigns.

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

Assignor's Signature

Assignee's Signature

Assignor's Printed Name

Assignee's Printed Name

COUNTY OF _____

STATE OF _____

Sworn and subscribed before me this _____ day of _____, 20____.

Witness may hand and seal.

My commission expires: _____

Notary Public