

AGREEMENT TO PURCHASE REAL ESTATE AT SALE BY AUCTION

Agreement made this _____ day of _____, 2008 _____

(Seller) agrees to sell and _____ (Buyer) agrees to buy Real Estate known as _____

in the city or town of _____ County of _____

State of _____ (the premises) description of which is: _____

Strategic Auctions, Inc, an auction firm, is acting as a sales agent in the facilitation of this process.

1. Purchase price will be _____ dollars

(\$ _____) to be paid in cash or by certified, cashier's, treasurer's, bank check or bank wire at the time of closing.

2. As earnest money the Buyer deposits with the auctioneers an initial down payment of \$ 5000.00 as per the provisions set forth within the auction sale "Terms and Conditions" document and then be applied to the purchase price at the time of closing. Said earnest money deposit shall be held by the Auctioneer as escrow agent for both Buyer and Seller until the date of closing in a non interest bearing account.

3. Said premises are to be conveyed by a good and sufficient Quitclaim deed running to Buyer, or to the nominee designated by the Buyer by written notice to Seller at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good clear record and marketable and insurable title thereto, subject to easements and restrictions of record and subject to the provisions of the document entitled Terms & Conditions of Auction Sale executed by the parties on _____ 2008. Such deed is to be delivered no later than Monday December 29th, 2008 at the Worcester Registry of Deeds or any other location as mutually agreed by the parties. It is agreed that time is of the essence of this agreement.

4. Interest, rents, fuel, taxes and insurance to be adjusted as of the date of closing.

5. Buyer acknowledges that lot size, square footage of premises and plan set forth in the advertising may not be accurate and in signing this agreement Buyer accepts the description or plan set forth or referred to in this agreement.

6. It is understood and agreed that Auctioneer is acting as agent only and shall in no case whatsoever be held liable by either party for the performance of any term or covenant of this agreement or for damages for non-performance thereof.

7. It is understood that Buyer has entered into this agreement as a result of an inspection of said premises satisfactory to Buyer and that said premises is being purchased as the result of that inspection.

8. This agreement shall extend and be binding upon the heirs, administrators, successors and assigns of the parties hereto.

