

CONTRACT FOR SALE OF PERSONAL PROPERTY

THIS AGREEMENT is made this _____ day of _____, 19____, by and between _____, hereinafter referred to as "Seller" _____, hereinafter referred to as "Buyer".

WITNESSETH:

That for good consideration it is agreed and promised between the parties that:

1. Seller agrees to sell, and Buyer agrees to buy, the following described property:

2. Buyer agrees to pay to Seller the total purchase price of _____ Dollars (\$_____), payable as follows:

a. \$_____ deposit paid herewith, receipt of which is hereby acknowledged by Seller.

b. \$_____ balance to be paid by cash or certified check at time of transfer of the property from Seller to Buyer.

3. Seller warrants that he has full legal title to the aforesaid property, authority to sell the property, and that the property shall be sold free and clear of all liens, encumbrances, and claims.

4. The property is sold in "as is" condition, Seller disclaiming any warranty of merchantability or of suitability

for any particular use, or of working order, or of condition of the property except that it shall be sold in its condition existing at the date of this agreement.

5. The parties agree to transfer title on _____, 19____, at the address of the Seller.

6. This agreement shall be legally binding, enforceable

under the laws of the State of _____, and shall inure to the benefit of the parties, their successors, assigns, and personal representatives.

7. This agreement, shall be construed and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in _____ County, State of

_____. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless

of whether damages were otherwise as of said time calculable.

8. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

Signed, sealed and delivered in the presence of:

Witness

"BUYER"

Witness

Witness

"SELLER"

Witness

