

ASSIGNMENT OF REAL ESTATE PURCHASE AGREEMENT

For valuable consideration, the receipt of which is hereby acknowledged, **ENC Home Solutions, LLC** (referred to as "Assignor") and _____ (referred to as "Assignee") (collectively referred to as the "Parties") hereby enter into this Assignment Agreement ("the "Agreement") and agree as follows:

Assignor agrees to sell, and Assignee agrees to purchase Assignor's interest in that CONTRACT OF SALE (referred to as the "Contract"), dated _____ by and between _____ as Seller(s), and **ENC Home Solutions, LLC** as Buyer(s), relating to the property located at:

_____.

1. **Price.** The total purchase price for the subject property for Assignee shall be \$ _____ plus additional closing costs as per the ENC Contract of Sale and any addendums.
2. **Assignment Fee.** The difference between the Assignee Purchase Price and the purchase price by which Assignor contracted to purchase the Property shall constitute Assignor's "Assignment Fee" and shall be paid to Assignor by Escrow Agent upon close of escrow. This includes an assignment fee for ASSIGNOR.
3. **Closing Date.** Assignee agrees to close escrow on or before 1:00 pm on _____. If Assignee fails to deliver all funds, to execute all documents and to take any other actions necessary close on or before 1 pm on _____, all right, title and interest in and to the Contract shall immediately transfer back to Assignor.
4. **Deposit.** As consideration for execution of this Agreement, Assignee agrees to deliver a **NON- REFUNDABLE** \$ _____ **DEPOSIT**, to be credited toward the Assignment Fee at settlement, to the Assignor of this contract within 48 hours.
5. Assignor agrees to sell and Assignee agrees to purchase and accept all rights, duties, conditions, obligations, title, and interest in and to the above-referenced Contract. Upon Assignment, Assignor has no further rights or responsibilities to the above-referenced Contract.
6. Assignee acknowledges receipt of the Contract, and any and all addendums and amendments thereto; and by execution hereon, does hereby agree and represent that they have reviewed the terms and conditions contained therein, and deems them acceptable, approved and fully adopted.
7. Assignee is satisfied with the condition of the Property and agrees to purchase the Property pursuant to the terms of Contract in "AS-IS" condition with no warranties whatsoever express or implied.
8. Assignee agrees that any and all conditions of purchase, including but not limited to Evaluations & Inspections, Loan Denial, Appraisal, Financing and Third Party Approval/Inspection have been completed, removed or waived.
9. Assignee acknowledges and agrees that Assignor does not currently own the property; and at no time will take title to subject property. Assignee will be named as the Buyer on the final settlement statements, and will be the entity that takes title pursuant to the terms of the Contract upon closing, funding and recording.

Assignor Initials _____

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Assignee Initials _____

10. Assignee hereby instructs closing attorney to provide to Assignor, prior to closing, a copy of the HUD Statements for Assignor's review and approval, and before settlement, to provide to Assignor a copy of the preliminary HUD so Assignor can ensure the correctness of the HUD in regards to Payment of the Assignment fee to Assignor.
11. In the event Seller breaches the Contract in any manner and/or does not vacate the Property, Assignee agrees that he/she has no remedy whatsoever against Assignor, but must pursue whatever legal options available to them under the Contract against Sellers, alone. Assignee, by execution hereon, hereby agrees to indemnify and hold harmless Assignor for any liability and/or costs and damages that may result from any breach by seller. Further, Assignee also agrees to fully indemnify Assignor for any costs, fees and/or loss associated with and/or arising from any breach of this Agreement and/or the Contract by Assignee.
12. Assignor shall receive a credit at closing for any Earnest or Due Diligence deposit previously deposited under the original contract between the assignor and seller.
13. The Contract may not be assigned by Assignee, without the express written consent of Assignor.
14. To the extent any terms of this Agreement modify or conflict with any provisions of The Contract, the terms of this Agreement shall prevail. All other terms of the Contract not modified by this Agreement shall remain the same, and in full force and effect.
15. Assignee understands and agrees that property is being sold As Is with no warranties, expressed or implied, regarding (1) inspection reports, (2) the condition or value of the property, (3) the square footage of property, lot dimensions and size, year built, estimates of repairs needed on property, permits, and zoning of the property.
16. Assignor and Assignee specifically agree that in any action initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.
17. This Agreement shall be valid and enforceable only upon execution by both Parties.
18. Parties agree that a Residential Property and Owners' Association Disclosure Statement will not be provided by Seller and Buyer waives all rights to receive a Residential Property and Owners' Association Disclosure Statement, as well as any and all rights to terminate the and Sale Agreement based on the absence of such disclosure, in accordance with N.C.G.S. § 47E-2(b)(3).
19. Due Diligence Deposits, Earnest Money, or any other Deposit made by Assignor to the Seller at the time of the contract are to be credited back to Assignor at closing.

Entity Assignor: <u>ENC Home Solutions, LLC</u>	Entity Assignee (If Applicable): _____
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____