

ASSIGNMENT OF CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 20____, by _____ ("Assignor") and _____ ("Assignee").

WITNESSETH:

WHEREAS, Assignor has entered into a real estate purchase agreement ("Agreement") with _____ ("Seller") for the purchase of the real property described as _____;

NOW, THEREFORE, in consideration of the premises, Assignor does hereby grant, assign, transfer and convey to Assignee:

All their interest in said Agreement between Assignor and Seller bearing the date of _____, attached hereto as Exhibit "A",

together with all rights, title and interests of Assignor now or at any time hereafter arising under and pursuant to the Contract.

1. Assignor will indemnify and hold Assignee harmless of and from any and all liability, loss or damage which may incur by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under the Contract or this Assignment. Should Assignee incur any liability, loss, or damage under said Agreement by reason of this Assignment, or in the defense of any claims or demands, Assignor shall immediately upon demand reimburse Assignee for the amount thereof, including costs and expenses and reasonable attorney's fees; provided always, however, that nothing in this paragraph contained shall obligate Assignor to indemnify Assignee against loss or damage occasioned by Assignee's own negligence or misconduct.

IN WITNESS WHEREOF, the Assignor has executed this Assignment on this the day and year first above written.

ASSIGNOR(S):

ASSIGNEE(S)

: _____
