

CONTRACT AND BILL OF SALE

THIS CONTRACT AND BILL OF SALE is made and entered into this ____ day of _____, in the year _____, by and between _____ (hereinafter referred to as "Seller") and _____ (hereinafter referred to as "Buyer").

WITNESSETH

1. For and in consideration of \$ _____ and other valuable consideration, the receipt of which will occur upon closing, Seller agrees to sell, and Buyer agrees to buy, certain articles of personal property located in the building or residence located in the county of _____ and located on the real property described as _____.

Said personal property being described as follows:

(check all that apply):

- All appliances;
- All interior furnishings;
- All outdoor furniture;
- All bedding and linens;
- All dishes, utensils, pots, pans, glassware, and other kitchen accessories;
- All window coverings;
- All pictures and other decorating items;
- All electronics;
- Other items: _____

2. The items of personal property that were present and located in the building or residence described above, but NOT included in this instrument are as follows: _____

3. Contents of the owner's closets do not convey. Any television receivers, satellite dishes, wireless routers, propane gas tanks or keyless locks or similar equipment that may be present but owned by others do not convey.

4. Possession and ownership of said personal property will be transferred to Buyer on the date of transfer of title and possession of the property as stated in the Offer to Purchase and Contract between Buyer and Seller. All property listed in Section 2 shall be removed by Seller by said date of transfer.

5. The risk of loss or damage by fire or other casualty prior to closing shall be upon the Seller.

6. The personal property described above must be in substantially the same condition at closing as on the date property was viewed by the Buyer with reasonable wear and tear excepted.

7. This contract contains the entire agreement of the parties. All changes, additions, or deletions hereto must be in writing. This contract shall be binding upon and shall inure to the benefit of the parties and their heirs, successors, and assigns.

8. Once the deed to the above described real property has passed from the Seller to the Buyer, and upon the delivery and acceptance of the deed of conveyance for the real property contemplated in paragraph 3 above, this instrument shall automatically operate as a Bill of Sale, and fee simple title to the above described personal property shall pass from Seller to Buyer.

9. Seller covenants that Seller is seized of the property in fee and has the right to convey the property in fee simple, that the property is free and clear of all encumbrances, and that the Seller will warrant and defend his title against the lawful claims of all persons whatsoever.

IN TESTIMONY WHEREOF, Seller and Buyer have hereunto set their hands and seals the day and year stated below.

Buyer Date

Seller Date

Buyer Date

Seller Date