

ASSIGNMENT AGREEMENT

Assignment of Seller's Interest in Real Estate Contract

Date ____ / ____ / ____

Real Estate Contract

Date ____ / ____ / ____

Seller _____ Buyer _____

Property _____

Assigner _____

Assigner's Mailing Address _____

Assignee _____

*One or more of the principals of Assignee is a licensed Texas real estate broker.

Assignee's Mailing Address _____

For valuable consideration, the receipt of which is hereby acknowledged and agreed to as sufficient consideration for this contract, Assignor assigns to Assignee all of Assignor's interest in the Real Estate Contract, a copy of which is attached hereto and incorporated by reference, and conveys to Assignee all of Assignor's interest in the Property.

Assignee assumes and agrees to comply with terms of the Real Estate Contract and to indemnify, defend, and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the Real Estate Contract. Assignor agrees that in the event that the purchase of the Property intended under the Real Estate Contract is not realized at no fault of Assignee. Assignee shall be entitled to a refund of the consideration paid under this assignment.

Assignor represents and warrants to Assignee that—

1. There are no existing defaults under the Real Estate Contract, nor is it subject to offset, rights of rescission, or other claims;
2. The Real Estate Contract is fully assignable;
3. Assignor has the full right and authority to transfer the Real Estate Contract and that contract rights herein transferred are free of lien, encumbrance or adverse claim; and
4. The Real Estate Contract has not been modified and terms remain as contained. This assignment binds, benefits, and may be enforced by the successors in interest of the parties. When the context requires, singular nouns and pronouns include the plural.

Assigner _____

Assignee _____