

**ASSIGNMENT OF CONTRACT OF SALE**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, residing at \_\_\_\_\_, the Assignor, and \_\_\_\_\_, residing at \_\_\_\_\_, the Assignee.

WHEREAS, the Assignor on \_\_\_\_\_, as Purchaser, entered into a contract of sale with \_\_\_\_\_, as Seller wherein the Seller agreed to convey to the Assignor the premises known as \_\_\_\_\_ and as more fully described on Schedule A attached hereto; and

WHEREAS, the Assignor represents that the contract is valid and binding and that the Assignor has paid seller the sum of \_\_\_\_\_ \$(\_\_\_\_\_) as a down payment on the purchase price; and

WHEREAS, the Assignee desires to acquire the Assignor's interest in the contract.

Now, THEREFORE, in consideration of the payments made pursuant to this agreement and the mutual covenants set forth herein, the parties agree as follows:

- 1. The Assignor assigns to the Assignee all his right, title and interest in the contract and hereby delivers the original contract to the Assignee.
- 2. The Assignee deposits with \_\_\_\_\_, Esq., the sum of \_\_\_\_\_ (\$\_\_\_\_\_) the consideration to be paid for the Assignment, that sum to be held by \_\_\_\_\_, Esq., in escrow until closing of title.
- 3. The Assignor agrees that if the Seller refuses to convey or is unable to convey in accordance with the terms of the contract, the sum of \_\_\_\_\_ (\$\_\_\_\_\_) deposited in Escrow shall be returned to the Assignee.
- 4. The Assignee assumes all the terms and conditions in the contract.

IN WITNESS WHEREOF the parties have signed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Assignor

\_\_\_\_\_

Assignee

\_\_\_\_\_

STATE OF NEW YORK :  
 : ss.:  
COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK :  
 : ss.:  
COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

\_\_\_\_\_  
Notary Public