This instrument prepared by:
Name: ______________________
Address: ______________________________________
After recording, return to:
Name: ______________________
Address: ______________________________________

(Space reserved for recording use only)

MEMORANDUM OF REAL ESTATE PURCHASE AGREEMENT

1. PARTIES AND AGREEMENT. This Memorandum of Real Estate Purchase Agreement ("Memorandum") is made as of ______________________, 20____, by and between ____ ("Seller"), and ____ **and/or assigns** ("Buyer"). Seller and Buyer are parties to that certain Real Estate Purchase and Sale Agreement dated ______________________, 20____ (the "Purchase Agreement"), concerning the real property described below. The Purchase Agreement provides for a scheduled closing date of ______________________, 20____.

2. PROPERTY. The Purchase Agreement concerns the real property located at: Street address: ____, City: ______________________, County: ______________________, State of ______________, ZIP: ______________. Parcel ID: ______________________, together with all improvements and appurtenances (the "Property"), more particularly described as follows:

Legal Description (attach Exhibit A if lengthy):

____

____

3. NOTICE OF EQUITABLE INTEREST. Under the Purchase Agreement, Seller agreed to sell and Buyer agreed to purchase the Property, and Buyer claims an equitable interest in the Property under the Purchase Agreement. This Memorandum is recorded in the public records of the county where the Property is located for the purpose of giving **constructive notice** to all third parties of the Purchase Agreement and of Buyer's claimed equitable interest in and contractual rights to the Property.

4. TERMS OF RECORD. The terms, covenants, and conditions of the purchase and sale, including the purchase price, are set forth in the unrecorded Purchase Agreement, which is incorporated by reference. This Memorandum is not a complete statement of the Purchase Agreement and does not modify it. In the event of any conflict between this Memorandum and the Purchase Agreement, the Purchase Agreement controls. This Memorandum binds and benefits the parties and their respective heirs, successors, and assigns.

5. EXPIRATION; RELEASE. *(Check one)*

□ This Memorandum automatically expires and is of no further force or effect, without the need for any further instrument, on ____________________, 20____, unless the transaction has closed or a new memorandum is recorded before that date.

□ This Memorandum remains effective until a release executed by Buyer is recorded in the public records of the county where the Property is located. If the Purchase Agreement is terminated without closing, Buyer will execute and deliver a recordable release of this Memorandum within _____________ days after written request.

6. EXECUTION. This Memorandum may be signed in counterparts, each of which is an original. The parties have executed this Memorandum as of the date first written above.

____	____
SELLER signature Date	BUYER signature Date
____	____
SELLER printed name	BUYER printed name / entity and title
____	____
Witness signature and printed name (if required)	Witness signature and printed name (if required)

NOTARY ACKNOWLEDGMENT (SELLER)

State of _____________

County of _____________

On this _______ day of ____________________, 20____, before me personally appeared ____, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

____

Notary Public signature Printed name

My commission expires: _____________ (Notary seal)

NOTARY ACKNOWLEDGMENT (BUYER)

State of _____________

County of _____________

On this _______ day of ____________________, 20____, before me personally appeared ____, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes therein contained, and, if signing for an entity, that he/she/they was/were authorized to execute the instrument on behalf of the entity.

____

Notary Public signature   Printed name

My commission expires: ________________   (Notary seal)