

## REAL ESTATE DEPOSIT NOTE

\$ \_\_\_\_\_, 20 \_\_\_\_\_

On demand at act of sale, but in any event not later than the date called for in the Agreement to Purchase as the last date for the passage of the Act of Sale contemplated therein (or an extension thereof). I (We), individually, jointly, severally, and in solido, promise to pay to the order of: \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_  
the sum of \_\_\_\_\_ Dollars for

value received, with interest rate of 8 percent per annumm from maturity until paid. Should this not be placed in the hands of an attorney for collection or other action for the protection of the rights of the holder(s) or for the institution of legal proceedings thereon, the makers, endorsers and other parties hereby agree to pay the fees of such attorney. Fees are fixed at 25% of the amount due with interest thereon plus all costs, but in no event shall the attorneys fees be less than \$150.00. Presentment, protest and notice are hereby waived. All parties severely agree that this note evidences and sets forth their entire agreement with the holder thereof, that they hereby consent to all the terms and conditions hereof, and no modification hereof shall be binding unless hereon endorsed in writing and signed by the parties. This note may not be negotiated by the payee except to the seller of the property involved in the Agreement to Purchase with which this note is identified; and then only in the event of default by the maker hereof.

This note represents (whole/part) deposit on the purchase of the following property:

\_\_\_\_\_ by sales contract dated \_\_\_\_\_ and is subject to all terms and conditions in said agreement.

X \_\_\_\_\_  
Purchaser Date

X \_\_\_\_\_  
Purchaser Date

X \_\_\_\_\_  
Agent Date

