**ASSIGNMENT OF BUY AND SELL AGREEMENT**

**1. FOR A VALUABLE CONSIDERATION,** receipt of which is hereby acknowledged, , hereafter “Assignor", whose address is: hereby assigns, transfers and sets over all rights, title and interest in and to a herein described buy and sell agreement, the terms of which are hereby incorporated herein by reference hereto, to: , hereafter “Assignee”, whose address is: .

**2. BUY AND SELL AGREEMENT:** Is dated: , 20 in which is Buyer and is Seller regarding property located in the of , County of and State of Michigan, to wit:

Sidwell No. W12I004518S

, Commonly known as: 2909 Clements

**3. ASSIGNEE AGREES:** To accept the terms of this assignment, the terms of the purchase agreement herein described and any documents related thereto, which are made a part hereof by reference hereto, and to fully perform as of the date hereof, the obligations of the Buyer under said Purchase Agreement. Further, Assignee agrees to indemnify and hold Assignor harmless from any claims of any nature whatsoever arising out of the agreements and/or closing and purchase of the property subject to said agreements, including, but not limited to failure to perform on the part of Assignee, warranties, if any, as to the real estate and improvements and the condition, zoning and use restrictions of the same, if any. It is intended that all should be as if Assignee was the original Buyer under the Buy and Sell agreement herein described. Assignee was advised to seek the counsel of an attorney and accountant to protect his/her/it’s interest in this transaction.

**4. ENTIRE AGREEMENT:** This Agreement and any attachments hereto, whether recorded or not, contain the entire agreement of the parties with respect to this Assignment and the subsequent sale of the Premises. All contemporaneous or prior negotiations have been merged into this Agreement. This Agreement may be modified or amended only by written instrument signed by the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. This agreement and the covenants herein shall bind and inure to the benefit of the successors, heirs, administrators and assigns of the parties hereto.

**5. ADDITIONAL ACTS:** Buyer and Seller agree to execute and deliver such additional documents and to perform such additional acts as may become necessary to effectuate the transfers contemplated by this Agreement.

**6. EXECUTION:** The parties hereto acknowledge they have reviewed this Assignment, received copies hereof and hereby assign and accept said assignment respectively: Dated this day of , 20 .

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| Witness: | Assignor: |
|  | Assignor: |
| Witness: | Assignee: |
|  | Assignee: |

|  |  |  |
| --- | --- | --- |
| State of | MICHIGAN | ) |
|  |  | ) ss. |
| County of |  | ) |

On this day of , 20 , before me appeared persons known to me to be: who executed the foregoing Assignment of Buy and Sell Agreement.

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|  | Notary Public, County, Michigan |
|  | My commission expires: |

|  |  |
| --- | --- |
| Drafted by: | When recorded please return to: |
| Business address: |  |