

# Assignment of Contract Agreement

In consideration of the sum of \_\_\_\_\_ (Assignment Fee),  
\_\_\_\_\_ (Assignor) hereby assigns and otherwise  
transfers to \_\_\_\_\_ (Assignee) all rights, title, and  
interest held by Assignor in and to the contract described as follows:

Contract dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_  
and \_\_\_\_\_ and concerning the property located  
at \_\_\_\_\_.

Assignor warrants and represents that said contract is in full force and effect and is fully assignable. Assignor further warrants that it has the full right and authority to transfer said contract and that contract rights herein transferred are free of lien, encumbrance or adverse claim. Said contract has not been modified and remains on the terms contained therein.

Assignee hereby assumes and agrees to perform all remaining obligations of Assignor under the contract and agrees to indemnify and hold Assignor harmless from any claim or demand resulting from non-performance by Assignee. Assignee shall be entitled to all monies remaining to be paid under the contract, which rights are also assigned hereunder.

The assignment fee shall be paid at the time of closing to assignor in the form of cash, official check or wire transfer, and recorded on the hud-1 settlement statement.

Closing shall take place no later than \_\_\_\_\_ .

It is hereby acknowledged by Assignee that this Assignment of Contract Agreement and the original contract for Sale and Purchase is not assignable by Assignee without the express written authorization of Assignor, authorization of which may be withheld for any reason by assignor.

This Assignment shall become effective as of the date last executed and shall be binding upon and inure to the benefit of the parties, their successors and assigns.

|                 |             |
|-----------------|-------------|
| _____           | _____       |
| <b>Assignor</b> | <b>Date</b> |
| _____           | _____       |
| <b>Assignee</b> | <b>Date</b> |