

The easiest way to prepare a contract for assignment is to make your offer to purchase contract out as such:

PARTIES: (Seller) _____ agrees to sell and convey to Purchaser) **YOUR NAME and/or ASSIGNS** _____

When your offer is accepted and you are sent back the final paperwork to sign and accept, make sure they have written it up as "your name and/or assigns", instead of just "your name" or politely send it back to them and remind them that they "FORGOT" that your offer was made with and/or assigns. If they do not fix it or refuse to change it from just your name, you can still sign the paperwork, but work in "and/or assigns" into the final contract. Then once you open escrow, submit and addendum with a contingency that unless you have the ability to hold title in and/or assigns and also use assignment on the property as a part of the deal, then the deal is OFF. If anyone objects to this, kindly reminded them that the offer was submitted with and/or assigns originally and EVERY SINGLE PAPER you signed had and/or assigns on it. So unless they are prepared to handle a breach of contract for something they inadvertently "Ignored" then you suggest they sign the addendum and we can move on.

Alternatively, there is a formal assignment agreement below, but it is typically used for assigning ownership to another individual.

NOTICE: The information in this document is designed to provide an outline that you can follow when formulating business or personal plan. Due to the variances of many local, city, county and state laws, we recommend that you seek professional legal counseling before entering into any contract or agreement.

ASSIGNMENT OF REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT is made this _____ (date) _____ day of _____ (month) _____, _____ (year) _____ by _____ (hereinafter referred to as "Assignor") to _____ (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor has entered into a certain Real Estate Purchase and Sale Agreement with _____ as "Seller" and Assignor as "Buyer" which Agreement was executed on _____, by said Assignor and on _____, by said Seller for the purchase and sale of certain real property being, lying and situate in _____ County, _____, and more particularly described in said Agreement, copy of said Agreement being attached hereto as Exhibit "A"; and,

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement; and,

WHEREAS, Assignee is desirous of receiving all of Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale Agreement;

NOW, THEREFORE, for and in consideration of the sum of _____
and other good and valuable considerations, the receipt and sufficiency of which are
hereby acknowledged, Assignor has assigned, transferred, sold and conveyed and by
these presents does hereby assign, transfer, sell and convey unto Assignee all of
Assignor's right, title and interest in, to and under said Real Estate Purchase and Sale
Agreement.

Assignee hereby assumes all of Assignor's duties and obligations under said Real Estate
Purchase and Sale Agreement.

This Assignment shall be binding upon Assignor and shall inure to the benefit of
Assignee and its successors, heirs and assigns.

IN WITNESS WHEREOF this Assignment has been signed, sealed and delivered by
Assignor and Assignee as of the day and year first above written.

Witnesses: "Assignor"

_____(12)_____ (11)_____
_____(12)_____

"Assignee"

_____(12)_____ (13)_____
_____(12)_____