

Exclusive Right of Sale Listing Agreement



1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
 2 ALBERT BARAKAT, EILEEN BARAKAT, and ELIZABETH BARAKAT ("Seller")
 3 and Scott Lehr AT THE LISTING TEAM RESF ("Broker").

4 **1. Authority to Sell Property:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal
 5 property (collectively "Property") described below, at the price and terms described below, beginning
 6 07/29/2024 and terminating at 11:59 p.m. on 10/31/2024 ("Termination Date"). Upon
 7 full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will
 8 automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge
 9 that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
 10 color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local
 11 law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

12 **2. Description of Property:**
 13 (a) **Street Address:** 3 NE 70 ST, Miami, FL 33138
 14
 15 Legal Description: 13 33 41 DUPONT ADDN PB 13-04 LOT 27 BLK 2 LOT SIZE 33,000 S 107 OR 20267-2240-02 2902 1 CDC 23463 4031 01 2907 1
 16 See Attachment

17 (b) **Personal Property, including appliances:** _____
 18 See Attachment

19 (c) **Occupancy:**
 20 Property is is not currently occupied by a tenant. If occupied, the lease term expires _____

21 **3. Price and Terms:** The property is offered for sale on the following terms or on other terms acceptable to Seller:

22 (a) **Price:** \$550,000

23 (b) **Financing Terms:** Cash Conventional VA FHA Other (specify) _____
 24 Seller Financing. Seller will hold a purchase money mortgage in the amount of \$ _____
 25 with the following terms:

26 Assumption of Existing Mortgage. Buyer may assume existing mortgage for \$ _____ plus
 27 an assumption fee of \$ _____. The mortgage is for a term of _____ years beginning in
 28 _____, at an interest rate of _____ % fixed variable (describe)

29 Lender approval of assumption is required is not required unknown. **Notice to Seller:** (1) You may
 30 remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your
 31 lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required
 32 escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.
 33 (2) Extensive regulations affect Seller financed transactions. It is beyond the scope of a real estate licensee's
 34 authority to determine whether the terms of your Seller financing agreement comply with all applicable laws or
 35 whether you must be registered and/or licensed as a loan originator before offering Seller financing. You are
 36 advised to consult with a legal or mortgage professional to make this determination.

37 (c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed _____ % of the
 38 purchase price and any other expenses Seller agrees to pay in connection with a transaction.

39 **4. Broker Obligations:** Broker agrees to make diligent and continued efforts to sell the Property until a sales
 40 contract is pending on the Property.

41 **5. Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller
 42 because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is
 43 obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller
 44 directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price,
 45 terms, and financing information on any resulting sale for use by authorized Board / Association members and
 46 MLS participants and subscribers unless Seller directs Broker otherwise in writing.

Seller:   

 Seller/Broker/Sales Associate



 Broker

acknowledge receipt of a copy of this page, which is Page 1 of 4.

157 **14. Additional Terms:** The seller agrees to pay a brokerage fee of 499.00 at the closing table to the broker of record.
 158 _____
 159 _____
 160 _____
 161 _____
 162 _____
 163 _____
 164 _____
 165 _____
 166 _____
 167 _____
 168 _____
 169 _____

170 **Seller's Signature:** Albert Bergkeit Date: 7/29/2024

171 Home Telephone: 305-948-0109 Work Telephone: _____ Facsimile: _____

172 Address: 1025 N.E. 147 St, N. Miami, FL 33161

173 Email Address: _____

174 **Seller's Signature:** Elizabet Barakat Elizabeth Barakat Date: 7/29/2024

175 Home Telephone: 305-948-0107 Work Telephone: 305-510-7727 Facsimile: _____

176 Address: 1025 N.E. 147 St, N. Miami, FL 33161

177 Email Address: elizabethbarakat@hotmail.com



178 **Authorized Sales Associate or Broker:** SmartKids Member of the National Association of Realtors Date: _____

179 Brokerage Firm Name: The Listing Team @ RESF Telephone: 305-992-4674

180 Address: 15751 Sheridan St, #143, Fort Lauderdale, FL 33331

181 Copy returned to Seller on 07/29/2024 by email facsimile mail personal delivery.

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Seller:  and Broker/Sales Associate:  acknowledge receipt of a copy of this page, which is Page 4 of 4.