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# Parties and Definitions

## Parties

This Deed of Sale is made and entered into as of August 9, 2025, by and between the following parties:

- **DocuPal Demo, LLC**, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Seller"); and
- **Acme, Inc**, a company organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Buyer").

## Definitions

For purposes of this Deed of Sale, the following terms shall have the meanings set forth below:

- **Property:** Refers to [Detailed description of property]. This includes all land, buildings, fixtures, and appurtenances attached thereto.
- **Effective Date:** Means August 9, 2025, the date on which this Deed of Sale becomes legally binding.
- **Deed:** Refers to this Deed of Sale document, including all exhibits and schedules attached hereto.
- **Purchase Price:** Means the total amount of USD agreed upon by the Buyer and Seller for the sale of the Property, as detailed in the Payment Terms section.
- **Closing Date:** Means the date on which the transfer of ownership of the Property from the Seller to the Buyer will be completed.
- **Business Day:** Means any day other than a Saturday, Sunday, or legal holiday in the United States.



# Description of the Property or Goods

## Property Description

This Deed of Sale concerns the transfer of ownership of the property described herein from DocuPal Demo, LLC to Acme, Inc. The property, including all improvements and appurtenances, is located at the address specified below.

## Identifying Information

The property is uniquely identified by the following details:

- **Address:** [Detailed description of property - address, dimensions, etc.]
- **Dimensions:** [Detailed description of property - address, dimensions, etc.]
- **Serial Numbers/Identifiers:** [Serial numbers, VIN, or other identifiers if applicable]

## Condition

The property is sold in its current "as-is" condition as of the date of this agreement. Prospective buyers are encouraged to conduct thorough inspections to assess the property's condition. Photographs of the property, providing a visual representation of its state, are attached as Exhibit A and incorporated into this description by reference.

## Inclusions

This sale includes all fixtures permanently attached to the property, such as:

- [List of included fixtures]

Any items not explicitly listed as included are excluded from this sale.

# Purchase Price and Payment Terms

The total purchase price for the property is **\$500,000.00** (Five Hundred Thousand US Dollars). ACME-1 will pay this amount to Docupal Demo, LLC according to the following schedule:



## Deposit

ACME-1 will deposit **\$50,000.00** (Fifty Thousand US Dollars) as earnest money within five (5) business days of the Effective Date of this Deed of Sale. The deposit will be held in escrow by [Escrow Agent Name].

## Payment of Balance

The remaining balance of **\$450,000.00** (Four Hundred Fifty Thousand US Dollars) is due at Closing. ACME-1 must deliver these funds via wire transfer or certified check to Docupal Demo, LLC.

# Warranties and Representations

## Seller's Warranties

DocuPal Demo, LLC warrants that it has good and marketable title to the property. DocuPal Demo, LLC has the full right, power, and authority to sell and transfer the property to ACME-1. The property is sold "as is," and ACME-1 accepts the property in its current condition. DocuPal Demo, LLC is not responsible for any consequential damages arising from this sale.

## Buyer's Warranties

ACME-1 warrants that it has sufficient funds available to complete the purchase of the property according to the terms of this Deed of Sale. ACME-1 has the authority to enter into this agreement. ACME-1 acknowledges and accepts the "as is" condition of the property.

# Covenants and Obligations

Docupal Demo, LLC ("Seller") and Acme, Inc ("Buyer") agree to the following covenants and obligations:



## Seller's Obligations

Prior to the closing date, the Seller must provide the Buyer with a title report for the property located at [Property Address - To be inserted]. The Seller also agrees to remove all personal property from the premises before the transfer of ownership to the Buyer.

## Buyer's Obligations

Following the completion of the sale, the Buyer is responsible for maintaining adequate insurance coverage on the property. The Buyer shall also be responsible for the timely payment of all property taxes assessed after the closing date.

## Dispute Resolution

Any dispute arising from a breach of this Deed of Sale will be resolved through binding arbitration in [City, State - To be inserted]. Both parties agree to participate in good faith in the arbitration process.

# Closing and Transfer of Title

## Closing Date and Location

The closing of the sale will occur on [Date] at [Time] at [Location]. Both parties, Docupal Demo, LLC and ACME-1, or their designated representatives, must be present to finalize the transaction.

## Required Documents

To facilitate the transfer of title, the following documents are required:

- Title deed
- Bill of sale



## Closing Costs and Taxes

Closing costs associated with this transaction will be shared equally between Docupal Demo, LLC and ACME-1. ACME-1 will be solely responsible for the payment of all applicable transfer taxes.

## Transfer of Ownership

Upon successful completion of the closing, Docupal Demo, LLC will legally transfer ownership of the property to ACME-1. This transfer includes all rights, titles, and interests in the property as described in this Deed of Sale. The title deed will be officially recorded to reflect ACME-1 as the new owner of record.

## Signatures and Notarization

This Deed of Sale shall become effective as of the date of the last signature below.

### Signatures

**DocuPal Demo, LLC**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**Acme, Inc**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_





## Notarization

### Notary Acknowledgement

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## Additional Provisions and Miscellaneous

This Deed of Sale is governed by the laws of the State of [State].

### Dispute Resolution

The parties agree to first attempt to resolve any disputes arising out of or relating to this Deed of Sale through mandatory mediation. If mediation is unsuccessful, any unresolved dispute shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

### Notices

All notices relating to this Deed of Sale must be in writing and delivered by: (a) personal delivery; (b) registered or certified mail, return receipt requested, postage prepaid; (c) nationally recognized overnight courier. Notices are effective upon receipt. Notices shall be sent to the addresses listed in this Deed of Sale, or to such other address as a party may designate by notice.





## Amendments

This Deed of Sale may be amended or modified only by a written instrument signed by both Docupal Demo, LLC, and ACME-1.

## Entire Agreement

This Deed of Sale constitutes the entire agreement between Docupal Demo, LLC, and ACME-1, relating to the sale of the property. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC, and ACME-1, with respect to the property.

## Counterparts

This Deed of Sale may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Deed of Sale by electronic means (e.g., email in PDF format) will be as effective as delivery of an original executed counterpart of this Deed of Sale.

## Severability

If any provision of this Deed of Sale is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent.

## Further Assurances

Each party agrees to execute and deliver such further documents and instruments and to take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Deed of Sale.

## Assignment

This Deed of Sale may not be assigned by either party without the prior written consent of the other party, except in the case of a merger, acquisition, or sale of all or substantially all of its assets.

