

FALL CLASSIC AUCTION PURCHASE CONTRACT

STATE OF GEORGIA, COUNTY OF _____.

The undersigned Purchaser, _____, agrees to buy and the undersigned Seller, _____, agrees to sell the following described real property, to wit:

PARCEL NUMBERS _____

SEE ATTACHED PLAT AND LEGAL DESCRIPTION AS EXHIBIT "A".
 SEE ATTACHED TERMS AND CONDITIONS AS EXHIBIT "B"
 SEE ATTACHED SPECIAL STIPULATIONS AS EXHIBIT "C"

1. **PURCHASE PRICE**

Parcel Bid Price	X	Acres	\$
_____	X	_____	_____
_____	X	_____	_____
_____	X	_____	_____
_____	X	_____	_____
Total of Parcels		_____	_____
Plus Ten (10) % Buyer's Premium			_____
TOTAL CONTRACT PRICE			\$ _____

THERE ARE NO CONTINGENCIES, FINANCING, OR ANY OTHER.

2. **TERMS OF SALE.** Purchaser has paid to the below escrow agent the sum of \$_____ as earnest money, which is to be applied to the purchase price of the real property described above, at such time as the sale is consummated which shall occur on or within 30 days from contract date. Should Purchaser fail to close by the specified closing date, then at Seller's option, Purchaser will forfeit and Seller may retain the earnest money as liquidated damages in full settlement of all claims of Seller.

2. **TITLE.** Seller agrees to furnish a good and fee simple, marketable title, as determined by title standards of the State Bar of Georgia, to the real property described above; to furnish a properly drawn and executed warranty deed to Purchaser, having affixed thereto deed transfer tax as required by law and owner's affidavit; and subject to only exceptions for taxes which may not be due and payable, easements, restrictions and encumbrances specified at auction and zoning laws.

3. **INSPECTION.** The parties hereto agree that the property is being sold "AS IS" with all faults.

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4. **CLOSING DOCUMENTS.** Seller and Purchaser agree that such instruments, deeds and other papers as may be necessary to carry out the terms of this contract, shall be executed and delivered by each party hereto at the time this sale is consummated.

6. **BINDING, EFFECT, ENTIRE AGREEMENT.** This contract shall constitute the entire agreement between all parties hereto and same may only be changed by written consent of all parties hereto and no representations, promises or inducement not specifically included in this agreement shall be binding upon any party hereto.

7. **CLOSING DATE AND POSSESSION.** This sale is to be consummated on or within 30 days from contract date. at the office of Thornton and Graham, P.C., 200 Church Street, LaGrange, Georgia 30240, 706-884-2727. Possession of premises shall be granted at the time of closing. Seller pays preparation of deed, transfer tax and proration of taxes; Buyer pays \$600 and usual buyer fees, such as title fees, title insurance, mortgage and loan fees and recording of deed.

TIME IS OF THE ESSENCE OF THIS CONTRACT.

THIS IS A LEGAL DOCUMENT. READ EACH AND EVERY PROVISION (INCLUDING EXHIBITS) OF THIS DOCUMENT BEFORE SIGNING BELOW. PURCHASER UNDERSTANDS THE AUCTION WAY COMPANY / GERALD A. BOWIE, BROKER; REMAX RESULTS LAGRANGE / JOEL UPCHURCH, BROKER AND BOWERS AND BURNS / BUDDY BURNS, BROKER ARE AGENTS OF THE SELLER AND ARE NOT RESPONSIBLE FOR THE PERFORMANCE OF EITHER BUYER OR SELLER.

IN WITNESS WHEREOF, each party has hereunto set his hand and affixed his seal on the date indicated below:

SIGNED AND SEALED by Purchaser on this 18th day of October 2015

Purchaser: _____

Ecrow Agent: _____

Jim Thornton, Attorney at Law

Address: _____

City: _____

Phone: _____

Email: _____

Purchaser: _____

Address: _____

City: _____

Phone: _____

Email: _____

Seller: _____

Address: _____

City: _____

Phone: _____

Email: _____

FALL CLASSIC AUCTION PURCHASE CONTRACT

EXHIBIT "A"

PLAT/ LEGAL

FALL CLASSIC AUCTION PURCHASE CONTRACT

EXHIBIT "B"

EXHIBIT "C"
SPECIAL STIPULATIONS