Authentisign ID: 46A72DAC-5DD4-EF11-88CF-002248299057

SPECIAL STIPULATIONS

GeorgiaREALTORS®

2025 Printing

These Special Stipulations are part of the Purchase and Sale Agreement for808 Donald Lee Hollowell Pkwy. NW, Atlanta, GA

Agreement dated ________________________________.

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

1. This transaction shall be closed by the law firm of LUEDER, LARKIN, & HUNTER, LLC, with Dan Caserto as the closing attorney, 770-450-4375.

2. The earnest money shall be held by RE/MAX Legends using the link WWW.RMLGEM.COM

3. This contract and closing is contingent on the Court and presiding Judge to legally notify the heirs of this sale, the heirs verifying that they have received the notice, and the Judge making a final review of the contract and issuing a signed order to close this transaction.

4. The Seller's obligations under this Agreement are contingent on the Seller receiving the written final order to close from the Judge.

5. If the Judge’s final order to close is not received by the stated closing date, the Buyer may terminate this Agreement without penalty, or loss of earnest money, upon written notice to Seller.

6. The Seller is a legally appointed personal representative of the property owner. The Seller has never occupied this property, therefore, the Seller will not provide or complete a Seller's Property Disclosure Statement for the Buyer.

7. Notwithstanding any other language in this Purchase and Sale Agreement including but not limited to paragraph C.(4.), the following language shall be controlling: All parties agree and understand that this property is being sold in “as is” condition as of the Offer date and that the Seller cannot make any repairs, or changes, to the property before the closing. Notwithstanding any other provision to the contrary, at the time of possession, the Seller will NOT deliver the Property to the Buyer in clean condition, free of trash, garbage, debris, pets and personal property of the Seller not otherwise identified as remaining with the Property.

8. This property is being sold "as is". Therefore, the Seller will not provide, nor be responsible for, any utility service for any inspections or due diligence period before the closing for the Buyer, the Lender, the Inspector, or the Appraiser. All parties agree that any needed utility service are the responsibility of the Buyer after obtaining written consent from the Seller.

9. The Seller and/or the Owner has the right, but not the requirement, to remove any personal items from the property before the closing that are not identified in the contract. However, the Buyer agrees to be responsible for all cost and expense for cleanup and the disposal of all personal items left on the property after the closing.

10. The Buyer may take possession of the property at the time of Closing and Funding. The estate attorney will only provide the keys and openers that he has in his possession at the time of Closing and Funding.

Buyer’s/Tenant’s Initials: ________________________________

Seller’s/Landlord’s Initials: HC

Buyer’s/Tenant’s Broker’s Initials: ________________________________
(or Broker’s Affiliated Licensee)

Seller’s/Landlord’s Broker’s Initials: DE
(or Broker’s Affiliated Licensee)

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH David Elrod IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.
Copyright© 2025 by Georgia Association of REALTORS®, Inc.

TRANSACTIONS TransactionDesk Edition