
CORE AUCTIONS

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT of sale made this ____ day of _____, _____ by and between _____ (hereinafter "Seller") and _____ (hereinafter "Buyer").

WITNESSETH:

That the Buyer herewith deposits with CORE Auctions, LLC, a Tennessee limited liability company, as agent for the Seller the sum of \$ _____ as earnest money to constitute part payment of the Purchase Price (hereinafter defined). The Seller in consideration of the earnest money deposited, has this day sold at **public auction**, and does hereby agree to convey by a good and valid _____ deed to Buyer, or to such person he may in writing direct, the following described real property located in Rutherford County, Tennessee to wit:

Property Address/ 9800 Florence Road, Smyrna, TN 37167

Map & Parcel: 027 036.01

Deed Book and Page Reference: 2068/2343

PURCHASE PRICE: \$ _____ payable as follows: _____

The Purchase Price includes the bid price of \$ _____ plus a Buyer's Premium of \$ _____.

The parties agree that the closing shall be conducted by Williamson County Escrow & Title, Inc., 109 Westpark Drive, Suite 230, Brentwood, Tennessee 37027, (615) 794-8780 ("Closing Agent") who shall prepare the necessary closing documents and close the sale.

The property shall be sold in an "AS IS WHERE IS" condition. Neither the Seller or the Auction Company, acting as agent for the Seller, make any warranties as to the condition of the property.

This contract is **not** contingent on the Buyer's ability to obtain a loan and /or financing assistance of any kind. Buyer shall pay for all loan costs, if applicable. Any termite inspections, appraisals, or the like that may be required by a financial institution shall be the sole responsibility of the Buyer and this contract is **not** contingent on any of those findings.

The sale will be closed on or before _____.
Possession to be given _____. Seller to bear risk of loss through date of conveying instrument.

Taxes for current year to be prorated. Back taxes if, any, will be paid by Seller.

Title Insurance to be paid by: BUYER.

Vesting for the Buyer shall be: _____.

Conveyance is to be subject to building restrictions of record.

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Miscellaneous conditions: _____

_____.

Should the sale not be closed as stated herein above and there otherwise being no extension thereof, the Closing Agent may give the Seller and Buyer five (5) business days' notice to close the sale by sending noticed by Email and/or U.S. Mail to their last known address and/or the address listed below.

Seller Default: In the event the Seller fails to close within the aforesaid time or otherwise defaults on the terms of this contract for any other reason, the Seller shall be liable to the agent herein for the full commission set out in their contract plus all marketing expenses. Likewise, in the event of the Seller's default, the Buyer may request that the earnest money deposited be refunded in full and/or Buyer may elect to sue for specific performance. The prevailing party in any dispute shall be entitled to recover all expenses attending said dispute, including any reasonable attorney fees.

Buyer Default: Should the Buyer default in the performance of this contract then, at the Seller's option, the earnest money shall be retained as liquidated damages, which retention, however, shall not prevent suit by Seller for specific performance of this contract. However, if Seller chooses, he may bring suit against Buyer for breach of contract for any and all damages, at law or equity, including specific performance. The prevailing party shall be entitled to recover all expenses attending said suit, including a reasonable attorney fees. In the event of the Buyer's default, whether the Seller chooses to sue for specific performance or not, the Auction Company shall be entitled to its entire commission and marketing expenses (as set forth in separate agreement) and may deduct same from the earnest money if required.

The word "Seller" and "Buyer" when used in this contract shall be construed as plural whenever the number of parties to this contract so requires and words in the singular shall include the plural, masculine shall include feminine and/or neuter, and vice versa.

[Remainder of this page intentionally left blank, signature page to follow.]

CORE AUCTIONS

SIGNATURE PAGE TO CONTRACT FOR SALE OF REAL ESTATE

IN WIRNESS WHEREOF, the parties have hereunto subscribed their names of this day and year first above written.

SELLER:

[Insert name]

[Insert name]

Address: _____

Phone: _____

Email: _____

BUYER

Hidden Acres Development, LLC

[Insert name]

Address: 2 Carmel Lane
Brentwood, TN 37027

Phone: _____

Email: _____

AUCTION COMPANY

CORE Auctions, LLC,
a Tennessee limited liability company

By: _____

Name: Jim Evans

Its: Manager

Address: 448 Ridgestone Drive
Franklin, TN 37064

Phone: 615-653-6333

Email: JimEvans@coretn.com

CLOSING AGENT

Williamson County Escrow & Title, Inc.,
a Tennessee corporation

By: _____

Name: _____

Its: _____

Address: 109 Westpark Drive,
Ste. 230
Brentwood, TN 37027

Phone: 615-794-8780

Email: hseckman@westcottlawtn.com