



PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

Agreement made this **DATE:** _____ between _____, hereinafter called **Seller(s)**, and _____ and/ or ASSIGNS hereinafter called **Buyer(s)**.

It is agreed by **Buyer(s)** and **Seller(s)** that the **Auctioneer** is a party to this contract for the purpose of enforcing **Auctioneer's** rights therein. The **Auctioneer** has fully performed required service and has no further duties, obligation or liabilities to either **Buyer(s)** or **Seller(s)**. Time is of the essence of this contract and all the conditions thereof.

That the **Seller(s)** in consideration of the sum of \$ 25,000.00 as non-refundable deposit and in part payment of the purchase price has this day sold and does hereby agree to convey by a good and valid warranty deed to said **Buyer(s)**, subject to such restrictions and utility easements of record affecting the property, the following described real estate:

7.06 +/- AC at 3703 Manson Pk, Murfreesboro, TN 37129 Cnty: Rutherford Doc: 1473/3509

No Contingencies

Property to be sold "as-is, where-is"; no warranty applies.

Consideration

Buyer(s) agrees to purchase said real estate and pay the bid price of \$ _____ plus a buyer's premium of \$ _____ for a total cost to **Buyer(s)** of \$ _____.

Closing to be on or before: 7/18/2022. At closing, all documents necessary for conveyance of the Property shall be executed and delivered, all adjustments shall be made, and the balance of the purchase price shall be paid. Seller at closing shall execute and deliver all instruments reasonably deemed necessary to accomplish this transaction and have their attorney prepare the said Deed transferring ownership. At closing, Buyer shall pay required deed transfer tax and applicable recording fees.

Closing Agency for Buyer shall be:

Closing Agency for Seller shall be:

THOMAS N. JONES

339 MAIN STREET

FRANKLIN, TENNESSEE 37064

(615) 794-0807

Title Condition and Insurance

Seller has provided to Buyer a Title Opinion Letter through Seller's attorney and made available to the public on the auction website at www.LarrySims.com. Buyer hereby accepts any and all title information as detailed therein. Buyer may select at their own discretion and expense to purchase a title insurance policy.



If this agreement be breached by **Buyer(s)**, or **Buyer(s)** fails for any reason to complete purchase of said property in accordance with the terms set forth above, **Buyer(s)** shall pay to **Seller(s)** and **Agent**, damages and reasonable attorney's fees and cost incurred in the collection thereof caused by said breach. The non-refundable deposit money herewith deposited by **Buyer(s)** may be applied to such damages, but this shall not preclude **Seller(s)** from suing for specific performance of this agreement or for damages, or both.

If this agreement is breached by **Seller(s)** or if **Seller(s)** fails for any reason to complete sale of said property in accordance with the terms, set forth above, **Seller(s)** shall pay to **Buyer(s)** and/or **Agent** any damages and reasonable attorney's fees and costs incurred in the collection thereof. In the event of **Seller(s)** default, the monies herewith deposited by **Buyer(s)** shall be returned to **Buyer(s)**.

Agreed and Accepted by:

BUYER

SELLER

Buyer Printed Name

Seller Printed Name

Buyer Signature

Seller Signature

DATE

DATE

Sims Commercial Realtors & Auctioneers, LLC

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