

CONTRACT FOR SALE OF REALTY

DATE: _____.

The undersigned, as Purchaser, agrees to buy, and the undersigned, as Seller, agrees to sell:

All that tract or parcel of land lying and being in Land Lot _____ of the _____ District, _____ Section, _____ County, Georgia, being more particularly described as having the following street address: _____ and/or the following lot designation: Lot _____ of _____ Subdivision.

The Terms "Purchaser" and "Seller" shall include the masculine and feminine, and the singular and plural where the context requires or permits.

The purchase price of said property shall be: _____ (\$ _____), to be paid in all cash at closing.

Purchaser has paid to the Seller, receipt whereof is hereby acknowledged by such seller, the sum of \$ _____ as earnest money, which earnest money is to be applied as part payment of the purchase price of said property at the closing.

Seller agrees to furnish a marketable title to said property and agrees to convey said property by Warranty Deed to Purchaser at time sale is consummated. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. The purchaser shall have reasonable time after acceptance of this contract in which to examine title and in which to furnish seller with a written statement of objections affecting the marketability of said title. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and if Seller fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser, evidenced by written notice to Seller, this contract shall be null and void. "Reasonable time" for Purchaser and Seller is understood not to extend beyond the date of closing. It is further understood and agreed that any defect in the title which comes within the scope of any Title Standards of the State Bar of Georgia shall not constitute a valid objection on the part of the Buyer provided the Seller furnishes the affidavits or other title papers, if any, required in the applicable standard to cure such defect.

Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at time sale is consummated.

Time is of the essence of this contract.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding

upon any party hereto. The provisions of this contract and the obligations of the parties to perform under this contract and pursuant to the special stipulations, if any, that follow, shall survive the delivery of the warranty deed and the closing contemplated herein.

The following stipulations shall, if conflicting with the above printed matter, control:

SPECIAL STIPULATIONS

- (1) Closing costs, including the state transfer tax, shall be paid by the _____.
- (2) Sale shall be closed on or before _____.
- (3) Taxes for the year of closing shall be prorated at closing.
- (4) The parties acknowledge that no real estate commission is due on this transaction.
- (5) Seller will provide a standard Seller's Affidavit to the Purchaser at closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

SELLERS:

PURCHASERS:

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)