



**CONTRACT FOR THE SALE OF REAL ESTATE  
DIXIE ESTATES, LLC**

Grovetown, Georgia

Date: \_\_\_\_\_

THIS AGREEMENT, made and entered into in duplicate, the day written above, between  
DIXIE ESTATES, LLC, hereinafter referred to as Seller, and  
\_\_\_\_\_, hereinafter referred to as Buyer:

WITNESSETH:

1. Seller agrees to sell and buyer agrees to buy on the terms and conditions hereinafter set forth the following described property:

30 Acres – All that certain tract of parcel of land situate, lying and being in the 1169<sup>th</sup> District, G.M., of Glascock County Georgia containing 30.00 acres, more or less, as shown by a reduced copy of a plat by Barker & Associates Land Surveyors, Inc. dated April 3, 2006. A copy of which is attached hereto as Exhibit “A”.

2. The purchase price of said property is \_\_\_\_\_, payable as follows: cash at closing.

3. Seller hereby acknowledges receipt of \$5,000 as earnest money, which is to be deposited with Dixie Estates, LLC, in escrow for Seller upon acceptance of both parties to the agreement which earnest money is to be applied as part of payment of the purchase price of said property at the time the sale is consummated.

4. (a) Seller agrees to furnish a marketable title to said property and agrees to convey said property by general warranty deed to buyer at the time the sale is consummated subject to:

- (1) Covenant and restrictions of record not violated by existing improvements or the use of the property.
- (2) Zoning ordinances not violated by the existing improvements or the use of the property.
- (3) Encumbrances and leases specified in this contract.

(b) Buyer shall furnish to Seller a written statement of objections affecting the marketability of said title at least fifteen (15) days prior to the date set for closing. If the Seller shall be unable to convey title in accordance with the provisions of this contract, as a result of the property being affected by any encumbrance (other than taxes for the current year which constitute a lien but are not due and payable at the time of closing), outstanding interest or question of title not expressly consented to herein by the Buyer which render the Seller's title to the premises unmarketable and which may according to reasonable expectations, be removed with thirty (30) days, the Seller shall have the privilege to remove or satisfy the same and shall for this purpose, be entitled to an adjournment of the closing of title for a period not exceeding fifteen (15) days. The Seller shall not be required to bring any action or proceedings or otherwise incur any expense to render the title to the premises marketable. The purchaser may, nevertheless accept such title as Seller may be able to convey without reduction of the purchase price or any credit against same and without liability on the part of the Seller.

5. The purchase and sale of the subject property shall be closed on or before: \_\_\_\_\_  
Possession of the property shall be delivered to the Buyer on closing.

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

7. Seller warrants that when this transaction is consummated the improvements on the property will be in the same condition as they are on the date this contract natural wear and tear accepted, and the Seller specifically assumes the risk of loss or damage to said property until the consummation of the transaction. Should the premises be destroyed or substantially damaged before this contract is consummated then at the election of the Buyer: (a) The contract may be cancelled (b) Buyer may consummate the contract and receive such insurance as is paid on the claim of loss.

8. Seller is to pay all liens, encumbrances, and the like on said property, and for all transfer tax on Seller's deed. Seller will also pay for the attorney's fee for closing this sale. Taxes, interest on loans, rents and insurance premiums are to be prorated as of the day of closing.

9. Seller agrees that if transaction is not consummated because of Seller's inability, failure, or refusal to convey marketable title Seller shall return the earnest money to the Buyer.

10. This contract constitutes the sole and entire agreement between the parties and no modification of this contract shall be binding unless it is in writing attached hereto and signed by all parties to this agreement. Representations, promises or inducements not included in this contract shall not be binding upon any party hereto.

11. All rights, powers, privileges and duties hereby granted or assumed shall inure to the benefit of and shall be binding upon the successors, assigners, heirs, administrators, and executor of the parties hereto.

13. The following special stipulations shall, if in conflict with the printed matter contained herein, control.

SPECIAL STIPULATIONS:

This contract has been accepted and agreed to by all parties as to its terms and conditions this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ AM/PM.

\_\_\_\_\_  
By Buyer

\_\_\_\_\_  
By Buyer

\_\_\_\_\_  
E Grant Norman of behalf of Dixie Estates, LLC

\_\_\_\_\_  
R Adam Willis of behalf of Dixie Estates, LLC

Buyer's Address: \_\_\_\_\_

Buyer's City & State: \_\_\_\_\_

Buyer's Home Phone: \_\_\_\_\_

Buyer's Work Phone: \_\_\_\_\_

# Exhibit "A"

