BLACKWELL
REALTY AND AUCTION

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT OF SALE made this **BLANK DAY** of **BLANK MONTH** by and between **BLANK SELLERS NAME** herein after called Seller, and **BLANK BUYERS NAME** herein called Buyer. The words "Seller" and "Buyer" when used in this contract shall be construed as plural whenever the number of parties to the contract so requires. Time is of the essence of this contract and all the conditions thereof.

WITNESSETH: That Seller in consideration of the sum of (**$BLANK**) **BLANK Thousand Dollars**
as a Non-Refundable Downpayment to be held in escrow by Blackwell Realty and Auction and is part of purchase price (and/or closing costs) has this day sold and does hereby agree to convey by a good and general warranty deed to said buyer, or to such person as he may be in writing direct, the following described real estate located at **BLANK ADDRESS**, **in BLANK County, State of Tennessee**, to wit:

BLANK ADDRESS, in BLANK County, State of Tennessee TAX ID: BLANK ENTER TAX ID

AT THE AGENCY'S OPTION the Non-Refundable Downpayment herein described may be deposited in an interest-bearing account (interest, if any, retained by agency to offset the expense of maintaining said account.)

REAL ESTATE CLARIFIED: The term "real estate" shall include all attached fixtures and accessories, together with window and door screens, storm sash, window shades, blinds, awnings, curtain and traverse rods, water softener (if property of seller), affixed wall to wall carpeting, towel racks and bars, television antenna, light fixtures, doorbell or chimes, landscaping and shrubbery, plus all articles so attached or built-in, if removed, would leave the premises in a damaged, incomplete or unfinished condition except:

CONSIDERATION: Buyer agrees to purchase said real estate and pay thereafter the sum (**$BLANK AMOUNT**) **BLANK DOLLAR AMOUNT Dollars** upon the following terms:

Taxes for the current year to be: Paid by Seller

TITLE POLICY TO BE PAID BY: Not Required

Existing leases or rent _____DOES NOT APPLY_____
Occupancy to be given _____AT CLOSING_____
Sale Closing to be _____**BLANK**_____

Conveyance to be subject to existing Restrictive Covenants, Recorded Plats and/or Zoning Ordinances.

BREACH OF CONTRACT BY BUYER: If this agreement is breached by Buyer, or the Buyer fails for any reason to complete his purchase of said property in accordance with he terms set forth herein, the Buyer shall pay to the Listing Broker (who is agreed is a third party beneficiary hereunder) as damages an amount equal to the commission as set forth in the listing agreement and responsible attorney's fees and costs. The NON-REFUNDABLE DOWNPAYMENT herewith deposited by the Buyer may be applied by the agent to such damages, but this shall not preclude the Seller from suing for specific performance of this agreement of for damages, or both. It is distinctly understood and agreed by and between the agent and the Seller that in the event the Buyer shall default in the terms of their contract in a manner, that out of the earnest money now in the hands of the agent, shall be first paid to the agent commission provided in the listing agreement, and the balances shall be paid to the Seller.

BREACH OF CONTRACT BY SELLER: If this agreement is breached by Seller of if the Seller fails for any reason to complete sale of said property in accordance with the terms set for the herein, the Seller shall pay to the Listing Broker as damages, an amount equal to the commission as set forth in the listing agreement and reasonable attorney's fees and costs incurred in the collection thereof, and shall pay the Buyer any further damages caused by said breach including attorney's fees and costs. In the event of Seller default, the NON-REFUNDABLE DOWNPAYMENT herewith deposited by the Buyer shall be returned to the Buyer by escrow agent. The Buyer may sue for specific performance of this agreement, or both. It is distinctly understood and agreed by and between the agent and the Buyer that in the event the Seller shall default of this contract in a manner that the agent shall look to the Seller for any commission due.

SPECIAL PROVISIONS (If Applicable): BLANK INSERT ANY PROVISIONS HERE

SELLER SHALL BEAR the risk of hazard through date of deed. The property shall be delivered to Buyer in as good condition hereof, ordinary wear and tear expected. Unless otherwise specified herein, or new construction is involved. Buyer accepts the property in its existing "as is" condition, no warranties or representations of any kind having been made by the Seller or agent which are not herein expressly provided. The Seller understand that this transaction is not contingent upon and financing, appraisals, or inspections.

It is expressly understood and agreed that this instrument contains the entire agreement between the parties and that, except as herein noted, there are no oral or collateral conditions, agreements or representations between Buyer and Seller (or agents for them), all such having been incorporated into this copy hereof.

Buyer: _____Date: _____ Cell: _____

Seller: _____Date: _____Cell: _____

Seller_____Date: _____Cell: _____

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