



## CONTRACT FOR THE SALE OF REAL ESTATE



Augusta, Georgia

THIS AGREEMENT, made and entered into in duplicate, the day written above, between \_\_\_\_\_, 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 including all lighting fixtures attached thereto and all central air conditioning and all heating and water heating equipment located therein:

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

3. Seller hereby acknowledges receipt of \$ \_\_\_\_\_ Cash \_\_\_\_\_ Check \_\_\_\_\_ as earnest money, which is to be deposited with **BRASHEAR REALTY CORPORATION** Agents, in escrow for Seller upon acceptance of all parties to the agreement which earnest money is to be applied as part 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) Covenants 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 within 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 proceeding 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 of this contract natural wear and tear excepted, and 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: if there is no insurance the reasonable cost of repairing said improvements shall be subtracted from the purchase price provided for in Paragraph 2 herein. This election is to be exercised by the Buyer within ten (10) days after the amount of the Seller's damage is determined.

8. Seller is to pay all liens, encumbrances, water charges and the like on said property, and for all transfer tax on Seller's deed. Buyer is to pay for the examination of title, intangible tax, and preparation of all instruments necessary to close this sale. Taxes, interest on loans, rents and insurance premiums are to be prorated as of the day of closing.

9. In negotiating this contract Brashear Realty Corporation as Broker, has rendered a valuable service and for this reason the Broker is made a party to this contract so as to enable the Broker to enforce his fee rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker when this transaction is consummated a fee of:

or as stated in the listing agreement corresponding to property described herein which if different from the amount stated herein shall prevail; Seller also agrees that if transaction is not consummated because of Seller's inability, failure, or refusal to convey marketable title Seller shall pay the full fee to Broker, and Broker shall return the earnest money to the Buyer. Seller further agrees that in the event of Buyer's failure or refusal to consummate this contract for any reason other than lack of marketable title in the Seller and shall Seller elect to claim and obtain the earnest money as liquidated damages, Seller will pay up to one half of such earnest money not to exceed the full real estate fee provided for herein to the Broker.

10. **BRASHEAR REALTY CORPORATION**, as Broker has acted as agent for the Seller in this transaction and is to be paid a commission by the Seller. **BRASHEAR REALTY CORPORATION** as Broker has not acted as agent for the purchaser.

11. 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.

12. All rights, powers, privileges and duties hereby granted or assumed shall inure to the benefit of and shall be binding upon the successors, assigns, heirs, administrators, and executors 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 Seller

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

\_\_\_\_\_  
By Seller

\_\_\_\_\_  
Brashear Realty Corp. by Agent

|                            |                             |
|----------------------------|-----------------------------|
| Buyer's Address:           | Seller's Address:           |
| Buyer's City and State:    | Seller's City and State:    |
| Buyer's Home Phone:        | Seller's Home Phone Number: |
| Buyer's Work Phone Number: | Seller's Work Phone Number: |