

SALES CONTRACT

This is a legally binding contract. If not understood, seek competent advice.

The undersigned SELLER agrees to sell, and the undersigned PURCHASER agrees to buy, all that certain lot of land in COLUMBUS, MUSCOGEE COUNTY, GEORGIA, to-wit:

811, 813, 815, 817, 819, 821, 825, 827, 831, 835 7th Avenue and 618 9th Street
(To be sold as a group)

including all lighting fixtures, plumbing, stationary equipment, and all trees and shrubbery.

The purchase price of said property shall be _____ dollars (\$_____) to be paid as follows:

Cash at Closing

Upon compliance by the Purchaser with the terms of this contract, said property shall be conveyed to the Purchaser by deed with general warranty, with good and marketable title in fee simple, free from all encumbrances, unless otherwise herein provided, subject to all valid restrictions of record, zoning ordinances, and existing rental contracts. Taxes, rentals, and water rent are to be prorated as of the date of the consummation of this sale. All unpaid assessments against said property for paving curb and gutters, sewers, shall be paid by Seller.

The sale is to be consummated within 90 days from the date of the acceptance of this offer by Seller or Purchaser who last executes this contract, during which time Purchaser shall have the opportunity of having the title examined; it being expressly understood and agreed between the parties hereto that time is of the essence of this contract. Should any legal defect be found in the title, Seller shall be furnished with a written statement thereof within said period of days, and given Reasonable time thereafter within which to correct the same, not to exceed ninety days from the effective date of this Sales Contract, unless by endorsement hereon more time is allowed.

Purchaser has paid Five Hundred Dollars (\$500.00), receipt of which is hereby acknowledged, as earnest money to be applied as part payment on the purchase price of said property. If the sale is not consummated due to Purchaser's default' the earnest money shall be applied towards Seller's damages caused by Purchaser's default. In the event the sale is not consummated for reasons other than default of Purchaser the earnest money is to be refunded to the Purchaser.

Should the above described property be improved and such improvements be damaged by fire or the elements prior to the consummation of the sale to such an extent as to render the property not reasonably suited to the use intended, Purchaser shall have the option of rescinding this contract and receiving a refund o any earnest money paid, or of complying with the terms of the contract and having such insurance as is carried assigned over to him. In the event the damage is partial, and is not sufficient to render the property reasonably unsuited to the use intended, Purchaser shall have the same options, unless the Seller restores the property to its former condition within the time provided herein for the consumption of the sale.

This contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto.

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

SPECIAL STIPULATIONS:

1. Purchaser shall pay all closing costs, of whatsoever kind and nature, in regard to the within sale of property to include, but not limited to, all of Seller's Attorney's fees attendant to the foreclosure of the equity redemption in regard to the subject property, provided that it does not exceed \$1,500.00.
2. Possession of premises shall be granted by Seller to Purchaser no later than closing.

This instrument shall be regarded as an offer by the party who first executes the same, to the other, and is open for acceptance by the other until noon, on the _____ day of _____, 2017, by which time it must have been accepted and executed by both Seller and Purchaser.

**WITNESS THE HAND AND
SEAL OF THE SELLER, THIS
____ DAY OF _____, 2017.**

**WITNESS THE HAND AND
SEAL OF THE PURCHASER,
THIS ____ DAY OF _____, 2017.**

**Consolidated Government of Columbus,
Georgia "SELLER"**

"PURCHASER"

By: _____

By: _____

Its: _____