

OFFER TO PURCHASE AND CONTRACT

_____ as Buyer(s), hereby offer to purchase from Mimi S. James, or however her interests may appear binding her, as Seller, agrees to sell and convey all of that plot, piece, parcel or tract of land described below upon the following terms, conditions and attachments.

1. **REAL PROPERTY:** Located at 403 Boulevard, City of Anderson, County of Anderson, State of South Carolina. Legal Description: Tax Map 149-08-01-007

2. BID PRICE:	\$ _____
10% BUYERS PREMIUM	\$ _____
SURVEY FEE	\$ <u>495.00</u>
WIRE TRANSFER FEE (If applicable)	\$ <u>15.00</u>
<u>TOTAL CONTRACT PURCHASE PRICE of said property is.....</u>	\$ _____
Shall be paid as follows, to wit:	
NON-REFUNDABLE DEPOSIT (Min. \$10,000)	\$ _____
<u>BALANCE DUE AT CLOSING</u>	\$ _____

3. **OTHER PROVISIONS AND CONDITIONS:**
- (a) This sale is subject to existing right-of-way and utility easements of record.
 - (b) All property sold "as is, where is" No financing is part of this sale. Purchaser has inspected said property.
 - (c) Attached hereto and constituting a provision of this contract is "Schedule B Conditions of Sale and Rules of Auction" (One page) and "Standard Provisions" (One page).
 - (d) Purchaser agrees to be bound to the terms and conditions and to the TOTAL CONTRACT PURCHASE PRICE. The NON-REFUNDABLE Escrow Deposit from PURCHASERS shall be held in the Chris Pracht Auctioneers, Realty & Auction LLC Escrow Account until closing.
 - (e) AUCTIONEERS/BROKERS are Agents for the SELLER.
 - (f) SELLER agrees to give a limited warranty deed, subject to the above. Seller pays for preparation of Deed.
 - (g) Taxes shall be pro-rated as of the date of closing. The Purchaser shall pay any and all ROLLBACK taxes. Purchaser shall pay for stamps; State Transfer fees and all closing costs. EMAILS/SCANS when signed by all parties shall be binding.
 - (h) Purchaser agrees that this offer to purchase shall remain in force until 5:00pm Thursday August 17th, 2017. In the event Seller has not accepted this offer to purchase then, all deposit monies shall be returned to Purchaser by Auctioneer/Broker.
 - (i) Lead based paint form must be signed and waived and inspection made prior to auction.

4. **CLOSING:** Closing on or before Friday September 15th, 2017. "TIME IS OF THE ESSENCE" at the Law office of McIntosh, Sherard, Sullivan & Brousseau: 138 N. Main St., Anderson, SC: Telephone: 864-225-0001. In the event of default by Purchaser as part of the damages Purchaser shall forfeit the Non-Refundable deposit; the forfeiture of deposit does not negate the Sellers' option to sue for any lawful rights including, but not limited to specific performance. In the event of default by Seller, Purchaser may sue for specific performance under this contract.

5. **POSSESSION:** Possession shall be delivered at closing.

6. **COUNTERPARTS:** This offer shall become a binding contract when signed by the Buyer & Sellers.

By Buyer's signing of the Contract, Buyer acknowledges receipt of a copy of the all other documents pertaining to this sale.

Date of Offer: August , 2017

Acceptance: August , 2017

_____(SEAL)
Buyer/Purchaser

_____(SEAL)
Mimi S. James

_____(SEAL)
Buyer/Purchaser

_____(SEAL)