



**5. SPECIAL AGREEMENTS:** 1) The 2024 Real Estate taxes to be paid by the Buyers.

2) The real estate sells free and clear of any and all tenants and leases.

3) Both real estate (including all improvements, if any) is being sold As Is, Where Is.

**6. LEAD BASED PAINT DISCLOSURE:** Property exempt from lead based paint disclosure unless same is attached hereto and initialed by BUYER and SELLER.

**7. 1031 EXCHANGE:** SELLER and BUYER agree to cooperate with each other should either party elect to undertake an exchange under Section 1031 of the code of the Internal Revenue Service with the costs of facilitating said exchange to be borne by the party benefiting from said exchange.

**8. RELATIONSHIP DISCLOSURE:** BUYER and SELLER confirm that, if required by rule or regulation, disclosure of the licensees' relationships described below were made no later than the first showing of the property, upon first contact, or immediately upon the occurrence of a change of the relationship. Trophy Properties and Auction is a Transaction Broker and is not acting on behalf of either SELLER or BUYER. The cooperating licensee, if applicable, is acting as a (make an "x" before the appropriate selection):

- ☐ Seller's Agent: Licensee is acting on behalf of the Seller;  
☐ Buyer's Agent: Licensee is acting on behalf of the Buyer;  
☐ Designated Agent: Licensee has been designated to act on behalf of the Buyer;  
☐ Transaction Broker: Licensee is not acting on behalf of either Buyer or Seller.

**LICENSEE AS PRINCIPAL DISCLOSURE:**

- ☐ Seller is a real estate licensee and is acting as a principal party in this contract.  
☐ Buyer is a real estate licensee and is acting as a principal party in this contract.

**9. COMMISSION TO BE PAID TO Trophy Properties and Auction BY:** ☒ Seller ☐ Buyer at closing and ☒ includes ☐ excludes a commission of N/A% of the Purchase Price to be paid to N/A (Cooperating broker), at closing.

**10. BROKER DISCLOSURE FORM :** If the proposed transaction is a residential transaction or if otherwise required by law, BUYER and SELLER acknowledge that they have received and read the States Real Estate Commission Broker Disclosure Form.

By signing below, the licensees confirm making the brokerage relationship disclosures described above to the appropriate parties.

Trophy Properties and Auction, LLC

(Listing broker firm name)

(Selling broker firm name)

By

By \_\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_

**11. INSPECTIONS:** An Addendum to Contract for the Sale of Real Estate regarding inspections to be performed on the property IS ☒ IS NOT attached hereto and incorporated herein.

**GENERAL CLOSING CONDITIONS AND SALES PRACTICES**

(The marginal captions of the various paragraphs hereof are intended solely for convenience of reference and shall not be deemed to modify, play any construction upon, or explain a provision of this contract.)

**TITLE INSURANCE:** SELLER shall deliver to BUYER no later than 7 days prior to the date of closing a commitment to issue an owner's policy of title insurance. Any commitment made hereunder shall be in the amount of the purchase price of the property, naming the BUYER as the insured and issued by a title insurance company licensed to write title insurance which policy shall insure the owner's title to be marketable in fact as called for by this contract and shall provide that a policy shall be issued immediately after the SELLER's warranty deed to the BUYER is placed of record. Search fees and premium for owner's title insurance policy shall be paid by the SELLER and the premium of mortgagee's title insurance policy, if any, shall be paid by the BUYER.

**DEFECT IN TITLE:** The BUYER shall have five (5) days after such delivery of title insurance commitment to specify objections to the title in writing and deliver the same to the SELLER or transaction broker. The SELLER shall correct any such defects within sixty (60) days from the date of delivery of such objections. Any defects appearing in the title commitment and not so to objected (except liens of record which can be removed as of course by the payment of money), shall be deemed waived but only insofar as correction under the title commitment is concerned. If any of said defects so noted are not corrected within the sixty (60) day period aforementioned, then this contract shall be null and void (at the option of the BUYER) and the earnest money deposit shall be returned to the BUYER.

**TITLE STANDARDS:** It is understood and agreed that title herein required to be furnished is marketable title. The parties further understand and acknowledge that the following limitations in title shall not be deemed to render Seller's title unmarketable: a) Real estate taxes which may be a lien, but are not yet due and payable; b) Rights of way and easements of record acquired by any utility company to maintain and operate lines, wires, cables, pipes, poles, conduits, and distribution boxes in, over, above, and upon the Property which are not be violated by the current use of the Property; c) Zoning and all other restrictions, regulations, requirements, laws, ordinances, resolutions, and orders of all boards, bureaus, commission, departments, and bodies of any municipal, county, state, or federal authorities provided same are not violated by existing structures or the present use thereof; and d) Any exception or defect in title set forth in the title commitment delivered by seller above which is not objected to by BUYER within the time frame set forth above or for which SELLER is able to furnish to the issuing title company the affidavit or other delivery necessary for the removal of such exception by closing.

# CONTRACT FOR THE SALE OF REAL ESTATE

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**SELLER TO CONVEY BY WARRANTY DEED:** If the title to said real property be marketable in fact as called for herein, the SELLER shall deliver to the BUYER at closing a Warranty Deed, free and clear from all liens and encumbrances whatsoever, except as herein provided, and the BUYER shall then and there pay the balance, if any, of the certified funds and deliver to the SELLER the note and deed of trust, if any, as hereinbefore mentioned.

**TAXES, ASSESSMENTS AND RENTS:**

The 2024 Real Estate taxes to be paid by the Buyers.

**PARTIES TO PERFORM PROMPTLY/LIQUIDATED DAMAGES:** It is understood and agreed that because of the commitments of the parties, that time is of the essence of this contract, and if the SELLER has kept SELLER's part of this contract by furnishing marketable title as herein provided, and the BUYER has failed to comply with the requirements of this contract within 10 days after the date specified for closing herein, then the money deposited as aforesaid shall be paid over to the SELLER as liquidated damages, actual damages being difficult if not impossible to ascertain, and this contract may or may not thereafter be operative, at the option of the SELLER. Transaction broker shall not be liable for the earnest money to be deposited as herein provided until said earnest money is in the form of cash or cash equivalent in the hands of transaction broker. If BUYER shall fail to pay additional earnest money deposit when due (if required by this contract) or if the earnest money is to be paid over to SELLER as liquidated damages because of failure of BUYER to perform as hereunder provided, then the earnest money deposit shall go first toward reimbursing expenses of SELLER or transaction broker incurred in this transaction, and the balance to be paid one half to SELLER and one half to transaction broker in lieu of transaction broker's fee, provided however that transaction broker shall in no event receive any sum of money for services greater than the amount agreed to as commission. SELLER and BUYER agree that in the event of a dispute over the return or forfeiture of any earnest money held by escrowee, as set forth in this contract, escrowee shall retain said earnest money deposit until all written release from all parties consenting to the disposition of earnest money is signed by SELLER and BUYER or until a civil action is filed by escrowee to determine the disposition of same at which time escrowee may pay the funds into the court for disposition.

**PROPERTY TO BE KEPT INSURED:** It shall be SELLER's obligation to keep the improvements on the said property fully insured until the date of delivery of the deed to the BUYER. If the improvements on this said property are substantially damaged or destroyed by fire or other casualty prior to the closing of this sale, then BUYER shall have the option of accepting all of the insurance proceeds and proceeding with BUYER's performance under this contract or canceling this contract whereupon earnest money deposited as aforesaid shall be returned to the BUYER, less any expense incurred on behalf of BUYER. In the event BUYER accepts the insurance proceeds and performs under this contract and SELLER has agreed herein to finance a part of the purchase price, then BUYER must either use the insurance proceeds to restore the improvements or SELLER, at SELLER's election, may cancel this contract.

**ASSIGNMENT OF INSURANCE:** In the event the parties hereto agree that any insurance policy on the property subject hereto is to be assigned to BUYER, then at the time of closing BUYER agrees to pay SELLER, pro-rata, any amount of unearned insurance premium and the insurance policy shall be assigned to BUYER. In the event the BUYER is assuming indebtedness of the property which is secured by a deed of trust and the lender requires a continuation of the insurance deposit made by the SELLER, then the SELLER shall assign said deposit to the BUYER and the BUYER shall reimburse SELLER for the amount thereof.

**FACSIMILE SIGNATURES:** "Facsimile signatures", as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., shall be and hereby are declared by all parties to this contract to be the same as an original signature to this contract; and a facsimile of this contract, including the signature portion thereof, shall be treated and relied upon by all parties hereto as an original contract and an authentic signature with the same legal force and effect as though the facsimile is the original document to which a genuine signature has been affixed.

**REPRESENTATIONS:** The parties understand and acknowledge that the transaction broker involved in this transaction is not an expert in matters of the Property's physical condition, boundary locations, square footage or acreage determinations, any discrepancy that a survey may reveal, tax ramifications of purchase or sale, or in legal issues, including, but not limited to, title matters, and therefore, transaction broker makes no guarantee or representations with respect to such matters. Please consult the appropriate experts for advice or determinations in those areas.

**THE PARTIES ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THIS AGREEMENT.**

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

This offer will automatically expire at 11:59 a.m./p.m. on April 25, 2024 unless accepted by Seller in writing.

**By signing below, Seller**

☐ accepts Buyer's offer

☐ rejects Buyer's offer

☐ counteroffers as follows: \_\_\_\_\_

This counteroffer will expire at \_\_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_\_\_, if not accepted by Buyer or withdrawn by Seller before that date.

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

**By signing below, Buyer**

☐ accepts Seller's counteroffer

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE