

KIZER & BLACK, ATTORNEYS, PLLC

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BEN W. KIZER
(1920-1996)

*ADMITTED IN GEORGIA

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MELANIE E. DAVIS
MATTHEW C. HARALSON
P. ANDREW SNEED
KELLY LOVE MANNING*
CARLOS A. YUNSAN
ASHLEY E. BENTLEY

CONGRATULATIONS ON YOUR PROPERTY
PURCHASE!

THE AUCTION COMPANY HAS ASKED OUR
OFFICE TO HANDLE THE CLOSING OF YOUR
TRANSACTION. PLEASE CONTACT BETH AT
(865) 980-1603 AT YOUR EARLIEST
CONVENIENCE, SO THAT SHE CAN SET UP A
DATE AND TIME FOR CLOSING.

WE LOOK FORWARD TO YOUR CALL AND
WORKING WITH YOU TO GET THIS CLOSED.

DELOZIER REALTY & AUCTION

215 Ellis Ave. Maryville, TN 37804

Auction Sales Contract

This contract of sale made and entered this 9th day of March 20 17, by and between
_____ hereinafter called the Seller(s),
_____ hereinafter called the Buyer(s):

The Buyer hereby agrees to purchase and Seller hereby agrees to sell this property in "As Is" condition (except conditions stated in statement of sale) located at and being:

_____ in the _____ Civil District of _____ County, Tennessee.

Buyer herewith agrees to deposit with DeLozier Realty & Auction 10% percent of total purchase price, as earnest money, which is part of the purchase price.

Seller(s) agrees to furnish Warranty Deed and good and marketable title free from all encumbrances except _____

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Trust Deed & Note, Title Opinion if desired. Taxes and insurance to be pro-rated unless otherwise announced.

Title to be conveyed subject to all restrictions, easements and covenants of record, subject to zoning ordinances or laws of any government authority. These premises are to be in the same condition as they are as of the date of this contract, ordinary wear and tear excepted. Seller to bear risk of loss through the date of deed. In the event the premises are wholly or partially destroyed before the consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether or not he will go through with the transaction, and in the event he chooses to go through with it, all insurance damages collectible as a result of the damage or destruction shall be assigned to him, the Buyer. If he chooses not to go through with the transaction, any earnest monies held in escrow will be refunded in full.

The closing of this transaction is to be on or before 30 Days or as soon as thereafter as necessary papers can be prepared for execution, not to exceed an additional 7 days. Possession to be given AT CLOSING.

Time being of the essence of this agreement. If the Buyer shall fail or refuse to perform this agreement on Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the earnest money as liquidated damages for the breach of this agreement.

"All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

Terms as announced in statement of sale.

This contract is subject to clearance of any check given **DeLozier Realty & Auction**.

This is a legal and binding contract. If not fully understood, contact attorney prior to signing. This contract is final and binding if property is not re-grouped.

Total Purchase Price \$ _____

By _____
Agent

BUYER DATE

Buyer's Phone: _____

BUYER DATE

Buyer's Address: _____

BUYER DATE

BUYER DATE

Names for Deed _____

Type of Payments _____

