

CONTRACT FOR PURCHASE OF REAL ESTATE

A. PARTIES: THIS CONTRACT made this _____ day of _____, 2004, by and between: _____ hereinafter called the "Seller" and _____, and/or assigns, hereinafter called the "Buyer."

B. EARNEST MONEY: The Seller, in consideration of \$_____ DOLLARS as earnest money to be deposited with: _____ upon acceptance of this contract, and in part payment of the purchase price, has this day sold and hereby agree to convey by a good and valid General Warranty Deed to said Buyer, or to such person as he may in writing direct, the following real estate:

MLS# _____, commonly known as (address) _____
located in (city) _____, (county) _____, Tennessee.

If any contingencies of this contract are not met, the contract will become void and earnest money will be refunded to Buyer within five working days.

C. CONSIDERATION: Buyer agrees to purchase said real estate and to pay the sum of \$_____ DOLLARS, upon the following terms:

Cash at closing Cash at closing from loan proceeds Other: _____

D. TITLE INSURANCE: The Seller or his agent, at the Seller's expense, agrees to make application for Owners Title Insurance on the above property. If, after examination by this company, the title is found insurable and marketable, the Buyer hereby agrees to accept an Owners Title Policy in its usual form. It is agreed that such report shall be conclusive evidence of good title subject to the exceptions therein stated except that such exceptions must be approved by Buyer. Owners Title Insurance is to be updated to date of closing, otherwise the earnest money is to be refunded.

E. ITEMS INCLUDED IN SALE: The following items are included in the sale of the real property: Stove, Refrigerator, Dishwasher, Ceiling Fans, Window Treatments, Chandeliers, Miscellaneous

F. ACCESS TO THE PROPERTY: Seller shall provide Buyer reasonable access to the property prior to closing for the purpose of making inspections.

G. LEAD BASED PAINT: The Buyer is hereby notified that the property: was was not built before 1978. Furthermore, the Buyer is notified that any property built prior to 1978 may contain lead based paint and the Buyer has been given the EPA pamphlet Protect Your Family From Lead In Your Home.

H. COMMISSIONS: Seller will pay commissions only in the event this transaction closes. The closing attorney or agency is authorized to debit Seller's accounting and pay commissions as follows:

Listing side broker _____ shall receive _____

Buying side broker: _____ shall receive _____