

PURCHASE AND SALE AGREEMENT

Offer Date: 04/23/2015



2015 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: _____
City Sandy Springs, County Fulton, Georgia, Zip Code _____
MLS Number: _____ Tax I.D. Number: _____

b. **Legal Description:** The legal description of the Property is [select one of the following below]:
 (1) attached as an exhibit hereto;
 (2) the same as described in Deed Book _____, Page _____ of the land records of the above county; **OR**
 (3) Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, according to the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county.

2. **Survey.** A survey of Property is **OR** is not attached to this Agreement as an exhibit.

3. **Purchase Price of Property to be Paid by Buyer.**
\$ 138,000

4. **Closing Costs and Prorations.**
a. **Seller's Contribution at Closing:**
\$ 3933

5. **Closing and Possession.**

a. **Closing Date:**
June 10, 2015

b. **Seller Retains Possession of Property Through:**
Closing date

6. **Holder of Earnest Money ("Holder").**

7. **Closing Law Firm.**
Campbell & Brannon, LLC

8. **Earnest Money.** Earnest Money shall be paid by check cash or wire transfer of immediately available funds as follows:

- a. \$ 800 as of the Offer Date.
 b. \$ _____ within 3 days from the Binding Agreement Date.
 c. _____

9. **Inspection and Due Diligence.**

- a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 12 days from the Binding Agreement Date.
b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
(1) has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
(2) shall pay Seller additional option money of \$ _____ by check or wire transfer of immediately available funds either as of the Offer Date; **OR** within _____ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller shall become nonrefundable when the Agreement becomes binding and shall not be applied toward the purchase price at closing.

10. **Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) was **OR** was not built prior to 1978.

11. **Brokerage Relationships in this Transaction.**

- a. **Selling Broker is** _____ **and is:**
(1) representing Buyer as a client.
(2) not representing Buyer (Buyer is a customer).
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where:
_____ has been assigned to exclusively represent Buyer.
- b. **Listing Broker is** _____ **and is:**
(1) representing Seller as a client.
(2) not representing Seller (Seller is a customer).
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where:
_____ has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** Broker and/or their affiliated licensees disclose the following material relationships:

12. **Time Limit of Offer.** The Offer set forth herein expires at 10 o'clock a.m. on the date April 24.

Buyer(s) Initials _____ / _____ Seller(s) Initials _____ / _____

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