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CONTRACT FOR SALE OF REAL ESTATE at AUCTION

THIS CONTRACT of sale made this _____, by and between JESSICA BURGESS CUMBERLAND COUNTY CIRCUIT COURT CLERK hereinafter called the CIRCUIT COURT CLERK, and _____, hereinafter called the BUYER.

WITNESS: That the CIRCUIT COURT CLERK in consideration of _____ Dollars (\$) as earnest money and in part payment of the purchase price has this day sold and does hereby agree to convey by good and valid Clerk's Deed to said BUYER, or to such person as he may in writing direct, the following described real estate in District 8TH, of CUMBERLAND County, Tennessee, Map 123, Group __, Control 123, Parcel 001.33, Deed Book 1519, Page 2321 to wit:

CONSIDERATION: BUYER agrees to purchase and accept Property described above for the total price of: (Bid price + Buyer's Premium): _____ Dollars (\$) upon the following terms:

Today \$ _____ cash, balance as follows: Cash due at closing. The Closing will be handled by JESSICA BURGESS CUMBERLAND COUNTY CIRCUIT COURT CLERK. A Closing involving Financing will be handled as required by the BUYER'S Lending Institution and at the BUYER'S expense. It is specifically understood by both the Buyer and Circuit Court Clerk that the Circuit Court Clerk does not furnish a Property Disclosure Statement nor a Pest Inspection Letter and that this contract is in no way pending financing.

EARNEST MONEY: The BUYER has paid the above Earnest Money to the above aforementioned Circuit Court Clerk, who shall deposit said Earnest Money within 3 banking days. The Buyer unconditionally guarantees the validity of, and promises to make negotiable, any bank check used as purchase money for the above described property, whenever said check is presented for payment.

PROPERTY CONDITION: This property is being sold at Auction and is being sold in "as is" condition with no warranties of any kind. It is understood and agreed that the property herein described has been personally inspected by the Buyer (or his agent); that Buyer is personally familiar with location, size and condition thereof; that Buyer is purchasing solely upon Buyer's own information about and investigation of the same; and that there is no expressed or implied representation by broker or any of its salesmen or agents. The Buyer will sign a disclosure for Lead-Based Paint/Lead-Based Paint Hazard for any residential structure built before 1978.

FAILURE TO CLOSE: If the Circuit Court Clerk is unable to make conveyance and to give title as herein agreed, the said Earnest Money shall be refunded to Buyer and all obligations of either party hereto shall cease.

If the BUYER should default in the performance of this contract on his part at the time and in the manner specified, at the CIRCUIT COURT CLERK'S option, the Earnest Money shall be retained as partial liquidated damages, the retention of which, however, shall not prevent suit by CIRCUIT COURT CLERK for the specific performance of this Contract. Out of said liquidated damages and any other damages retained or recovered by CIRCUIT COURT CLERK, there shall first be paid to the Agent his full commission due but not more than 1/2 of said earnest money and other monies recovered by CIRCUIT COURT CLERK, BUYER or CIRCUIT COURT CLERK is to pay a reasonable attorney's fee for collection of any monies awarded in default of this contract with all costs incident thereto.

TITLE: to be conveyed subject to all restrictions, easement and conveyances of record, and subject to zoning ordinances and laws of any government authority.

DATE OF CLOSING: Upon Court Confirmation, this contract is subject to the Criminal Court of Cumberland County 10 day raise period. DATE OF POSSESSION: At closing upon court confirmation.

DEED PROPERTY TO: _____ Address for tax notice: _____

TAXES: 2019 Property Taxes will be the responsibility of the buyer. RISK OF HAZARD LOSS: CIRCUIT COURT CLERK to bear risk of Hazard Loss to date of deed. BUYER hereafter to furnish own insurance.

The Stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

BUYER: _____ Date Time BUYER: _____ Date Time
PHONE: Day _____ PHONE: Day _____
Night/Cell _____ Night/Cell _____

COMMISSION: On the date of closing, CIRCUIT COURT CLERK agrees to pay Tays Realty & Auction LLC, as per auction agreement, a negotiated Commission.

CIRCUIT COURT CLERK: _____ Date Time
TAYS REALTY & AUCTION, LLC AGENT: _____