**REAL ESTATE SALE AGREEMENT**

The Buyer, BUYER, and Seller, SELLER, hereby agree that SELLER will sell and BUYER will buy the following property, with such improvements as are located thereon, and is described as follows: All that tract of land lying and being in Land Lot \_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_ District, Section \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, and being known as Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_, together with all light fixtures, electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto; all plants, trees, and shrubbery now a part thereof, together with all the improvements thereon, and all appurtenances thereto, all being hereinafter collectively referred to as the "Property". The full legal description of said Property is the same as is recorded with the Clerk of the Superior Court of the County in which the Property is located and is made a part of this Agreement by reference.

SELLER will sell and BUYER will buy upon the following terms and conditions, as completed or marked. On any conflict of terms or conditions, that which is added will supersede that which is printed or marked. It is understood that the Property will be bought by Warranty Deed, with covenants, restrictions, and easements of record.

**Seller Financing:** The balance due to SELLER will be evidenced by a negotiable Promissory Note of Borrower, secured by a Mortgage or Deed to Secure Debt on the Property and delivered by BUYER to SELLER dated the date of closing.

**New Financing:** If BUYER does not obtain the required financing, the earnest money deposit shall be forfeited to SELLER as liquidated damages. BUYER will make application for financing within five days of the date of acceptance of the Agreement and in a timely manner furnish any and all credit, employment, financial, and other information required by the lender.

**Buyer Will Pay:** BUYER will pay all closing costs to include: Recording Fees, Intangibles Tax, Credit Reports, Funding Fees, Loan Origination Fee, Document Preparation Fee, Loan Insurance Premium, Title Insurance Policy, Attorney's Fees, Courier Fees, Overnight Fee, Appraisal Fee, Survey, Transfer Tax, Satisfaction and Recording Fees, Wood Destroying Organism Report, and any other costs associated with the funding or closing of this Agreement.

**Prorations:** All taxes, rentals, condominium or association fees, monthly mortgage insurance premiums, and interest on loans will be prorated as of the date of closing.

**Title Insurance:** Within five (5) days of this Agreement, SELLER will deliver to BUYER or closing attorney: Title insurance commitment for an owner's policy in the amount of the purchase price. Any expense of curing title, including but not limited to legal fees, discharge of liens, and recording fees will be paid by SELLER.

**Survey:** Within ten (10) days of acceptance of this Agreement, BUYER or closing attorney, may, at BUYER's expense, obtain a new staked survey showing any improvements now existing thereon and certified to BUYER, lender, and the title insurer.

**Default and Attorney's Fees:** Should BUYER elect not to fulfill obligations under this Agreement, all earnest monies will be retained by SELLER as liquidated damages and full settlement of any claim, whereupon BUYER and SELLER will be relieved of all obligations under this Agreement. If SELLER defaults under this agreement, the BUYER may seek specific performance in return of the earnest money deposit. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorney's fees.

IN WITNESS WHEREOF, all of the parties hereto affix their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.