

Auction Service Ltd.
1008 North Main, Anderson, S.C. 29621
Pre / Post Auction Real Estate Contract

STATE OF SOUTH CAROLINA

Offer **AGREEMENT** made this _____ day of _____, _____, between
_____ **Seller** and _____ **Purchaser**.

Purchaser agrees to buy, and seller agrees to sell, all that lot or parcel of land, with the buildings and improvements thereon, if any, situated in _____ County. State of _____, and being described as follows:

Description

Subject to all covenants of record (provided they do not make the title unmarketable) and to all governmental statutes, ordinances, rules and regulations.

Price

The purchase price is _____ (\$ _____) to be paid as follows: a non refundable deposit of \$ _____ herewith which shall be held in trust by (Coldwell Banker – Auction Services Ltd.),

Terms

and **balance** (\$ _____) upon delivery of a deed as hereinafter provided.

**Adjustments
Insurance
Conveyance**

Taxes, interest, water rents, lights and rents (as and when collected) shall be adjusted as of the date of the delivery of the deed. Insurance premiums shall be prorated or the insurance shall be cancelled, at purchaser's option.

Seller agrees to convey by marketable title and deliver a proper statutory warranty deed with dower duly renounced and free of encumbrances except as herein stated, with all stamps affixed thereto. The deed shall be delivered at the office of

Closing date

_____ and transaction closed on or before _____.

Possession

Possession of said premises will be given purchaser at **closing** unless a prior occupancy agreement has been completed and signed by all parties.

**Fire or
Casualty**

In case the property herein referred to is destroyed wholly or partially by fire or other casualty purchaser shall have the option for ten days thereafter of proceeding hereunder, with an agreed adjustment in the purchase price, or of terminating this agreement and being repaid all amounts paid hereunder.

Contingency

The sale is conditioned upon:

Default

It is expressly agreed that upon the event of any default or failure on the part of the purchaser, to comply with the terms and conditions of this contract, that one-half of said deposit is to be paid to said broker not to exceed the commission due and the remaining portion of said escrow shall, at the option of the seller, be paid to the seller as liquidated damages. If no broker is due monies, the total deposit will be paid to the seller. Upon default by the seller, if the purchaser elects to rescind this agreement, he shall be repaid all sums paid hereunder and in addition shall be reimbursed by the seller for his reasonable expenses of title examination.

**Personal
Property**

This sale includes all personal property attached to the premises, fixtures and equipments therein, **except:**

Commission

Commission will be paid in accordance with the auction listing agreement or supplemental agreement.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties. Broker does not guarantee payment of check or checks accepted as deposit money.

WITNESS the parties hereby by their hands and seals the day and year first above written.

In The Presence Of:

_____ WITNESS	_____ Purchaser	_____ Date
_____ WITNESS	_____ Purchaser	_____ Date
_____ WITNESS	_____ Seller	_____ Date
_____ WITNESS	_____ Seller	_____ Date