

**REAL ESTATE SALES & PURCHASE AGREEMENT**

**A. PARTIES:**

1. Seller(s):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

2. Purchaser(s):

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**B. PURCHASE PRICE:**

1. Land: \$ \_\_\_\_\_

2. Personal property: \$ \_\_\_\_\_

3. Down payment: \$ \_\_\_\_\_ Apply to Purchase? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Escrow agent's name: \_\_\_\_\_

**C. ESTIMATED CLOSING DATE:**

1. Date: \_\_\_\_\_

2. Number of days: \_\_\_\_\_

3. Place of closing: \_\_\_\_\_

**D. PRORATION OF TAXES:**

1. Will taxes be prorated? Yes \_\_\_\_\_ No \_\_\_\_\_

**E. CLOSING COSTS:**

1. Standard: Yes \_\_\_\_\_ No \_\_\_\_\_

2. Seller(s): \$ \_\_\_\_\_

3. Purchaser(s): \$ \_\_\_\_\_

4. Preparation of contract: Seller \_\_\_\_\_ Purchaser \_\_\_\_\_ 50% Each \_\_\_\_\_

**F. TITLE WARRANTED:**

1. Title will be warranted. Yes \_\_\_\_\_ No \_\_\_\_\_

2. Liens will be paid by Seller at closing. Yes \_\_\_\_\_ No \_\_\_\_\_

3. Liens that will not be paid at closing? \_\_\_\_\_

Explain: \_\_\_\_\_

**G. PEST INSPECTION:**

1. Will a pest inspection be required? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Who will pay for the inspection? Seller \_\_\_\_\_ Purchaser \_\_\_\_\_

**H. REAL ESTATE AGENTS:**

1. If any, please name: \_\_\_\_\_

**I. SURVEY:**

1. Will a new survey be required? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Who will pay for the survey? Seller \_\_\_\_\_ Purchaser \_\_\_\_\_

**J. HEATING, ELECTRICAL, ETC. SYSTEMS:**

1. Good working order at closing? Yes \_\_\_\_\_ No \_\_\_\_\_

2. As is? \_\_\_\_\_

**K. INSPECTION:**

1. As is? \_\_\_\_\_

2. Number of days to inspect: \_\_\_\_\_

3. Can Purchaser cancel if major defect is discovered? Yes \_\_\_\_\_ No \_\_\_\_\_

4. Will Seller make any repairs? Yes \_\_\_\_\_ No \_\_\_\_\_

5. Amount of dollar limit on repairs by Seller, if any: \$ \_\_\_\_\_

**L. LENDER:**

1. Seller: Yes \_\_\_\_\_ No \_\_\_\_\_

2. Bank—Name: \_\_\_\_\_

**M. CONDITIONS PRECEDENT TO CLOSE:**

1. Marketable Title: Yes \_\_\_\_\_ No \_\_\_\_\_

2. Condition of property: Yes \_\_\_\_\_ No \_\_\_\_\_

3. Ability to obtain loan: Yes \_\_\_\_\_ No \_\_\_\_\_

a. Does the condition include the percent of purchase price or the interest rate? Yes \_\_\_\_\_ No \_\_\_\_\_

b. If yes, what percentage must be borrowed? \_\_\_\_\_ %

What is the maximum interest rate Purchaser will pay? \_\_\_\_\_ %

**N. PERSONAL PROPERTY BEING SOLD:**

1. Fax or e-mail a list.

**O. OTHER CONDITIONS—DESCRIBE IN DETAIL:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please fill out and return or fax to: P. O. Box 7766, 207 E. 4<sup>th</sup> Street, Tifton, GA 31794,  
Fax Number: (229) 382-9782, or e-mail to dlkelley@kelleylawfirm.com**