



AMERICAN LAND & FARM

AMERICANLANDANDFARM.COM
270.392.1170

REAL ESTATE SALES AND PURCHASE CONTRACT

Property: Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from the Seller, for the consideration and upon the Terms and Conditions of this sale, the land and premises described as:

_____, Deed Book:
_____, Page: _____, in the _____ County, State
of _____ Court House. Together with all improvements located thereon and subject
to all rights of way, easements, covenants, restrictions, mineral right leases, zoning, association
dues, bylaws and other matters of record, recorded and unrecorded, visible on the ground or
that would be revealed by a current deed description.

The purchase price of the property, including the _____ Buyer's Premium is:
_____ \$ _____

Financial Terms of Sale:	
Buyer's final bid price:	\$ _____
Buyer's Premium (____ %):	\$ _____
Total Contract Purchase Price:	\$ _____
Escrow Deposit Received:	\$ _____ Check #: _____
Balance due at Closing:	\$ _____

The non-refundable escrow deposit shall be made with the signing of this contract paid as cash or check by the Buyer to American Land & Farm, LLC Escrow Account for said property.

Conveyance to be made hereby is subject to the following:

Any and all Covenants and Restrictions, Federal, State and Local, recorded and unrecorded will run with the land and are effective as such.

Upon fulfillment of this contract by the **Buyer**, the **Seller** agrees to furnish the **Buyer** a good and sufficient Warranty Deed, and to give full possession of said real estate _____ . In the event the **Buyer** fails to perform according to the terms of this contract, the escrow deposit shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of the **Seller's** other cumulative legal and equitable remedies as the laws of _____ may provide. In such an event, the **Seller** shall receive _____ percent of the forfeiture and the Broker/ Auctioneer shall receive _____ percent of the forfeiture. The **Buyer** or the **Seller** may require specific performance of this agreement. **Buyer** shall not assign **Buyer's** rights under this agreement/contract.

Buyer hereby covenants and agrees to indemnify, defend and hold **Seller(s)** and Broker/Auctioneer harmless from any loss, liability, cost, claims, damages, action, cause of action, liens, claims of liens and suits resulting from the **Buyer's** activities under this Section. It is hereby expressly agreed that the provisions of this paragraph shall survive the closing of this transaction and shall not be merged into any resultant deed of conveyance.

“As Is” Agreement. **Buyer represents that Buyer has examined the property and improvements located on said land and premises and accepts such property and improvements in their present, existing conditions and Buyer hereby agrees to indemnify and hold Seller(s) and Broker/Auctioneer harmless with respect to such conditions. It is being agreed and understood by and between the parties hereto that such property and improvements are being conveyed on an “AS IS” basis, WITHOUT WARRANTY, either expressed or implied by Sellers or Broker/Auctioneer. Furthermore, there are neither contingencies nor any post sale inspections, upon acceptance and closing. This property sells subject to any easements, rights of - way, applicable planning & zoning regulations, any USDA or other governmental agency’s regulations and other restrictions that exist. If this contract involves USDA Conservation easement(s) contract(s) or other agreements that run with the land, Purchaser consents to assume any duties associated therewith, including the obligation to execute any documents with respect to said conveyance.**

There are **NO** Warranties by the Seller or American Land & Farm, LLC as to any particular use of this property. It is hereby expressly agreed that the provisions of this paragraph shall survive the closing of this transaction and shall not be merged into any resultant deed of conveyance.

Date and Place of Consummation: The parties hereto agree to consummate this transaction on or before _____, 20_____. This contract shall be consummated by the **Seller** delivering to the **Buyer** a deed of conveyance, conveying the above described property in the manner as herein set out, and by the **Buyer** delivering to the **Seller** the total consideration, (the balance due), in the manner as herein set out. All closings will occur at the offices of _____ or another designated as mutually agreed by all parties. **Seller** agrees to pay Listing Broker at closing the compensation specified by the listing/auction agreement.

Possession: Possession of all said land, improvements and premises shall be delivered to the **Buyer** on the date of closing with deed.

Taxes: Taxes will be prorated as of closing, on or before _____, 20_____.

Closing Costs: The **Buyer** will be required to pay for the recording costs of the deed together with ordinary and customary **Buyer** closing costs and the lender costs, if any. **Seller**, at **Seller's** expense will provide **Buyer** with a Title Commitment with the usual covenants such as any title company will insure, except easements of record and all restrictions as to use and improvements of the property of record and any restrictions imposed by planning & zoning and except as recorded of public record. A title insurance policy, if so desired, will be the **Buyer's** expense. Each party of the contract will be responsible for his/her attorney's fees. The **Seller** will be responsible for deed preparation and deed tax.

Insurance: The **Buyer** acknowledges his/her responsibility to obtain insurance to cover his/her equitable and possessory interests in said property and improvements.

Agency Disclosure Statement: American Land & Farm, LLC hereby notifies all parties, **Seller** and **Buyer**, that we are the **Seller's** agent/single agent in this transaction. It makes no representations to represent the **Buyer**.

Buyer Waiver of Lead Based Paint Disclosure: If this contract involves residential structures built prior to 1978, **Buyer** will be required to sign a lead based paint disclosure. **Seller** has no knowledge of the existence or the absence of lead based paint. The **Buyer** hereby waives his/her right to the 10-day post inspection period for lead based paint.

Buyer Financing: **Buyer** hereby acknowledges and represent to **Seller** and American Land & Farm, LLC that the **Buyer** has, prior to his or her execution of this contract, obtained good, adequate, and otherwise acceptable financing or cash on hand, for the balance of the purchased price hereinabove stated and that the **Buyer's** subsequent failure to obtain such financing shall not be an excuse or defense for his or her non-performance hereunder.

IN WITNESS, WHEREOF, the parties have subscribed their names on this day, _____, 20____. individually, or by and through their duly authorized representative as **Seller(s)** and as **Buyer(s)**.

Buyer(s) PRINTED name to appear on Deed

Buyer Signature

Buyer Address

Buyer Signature

City State Zip

Buyer Phone Number

Buyer Email Address

Survivorship Clause?

Yes _____ No _____

Seller Signature

Seller Signature

Seller Email Address

Seller Phone Number

