



EXAMPLE CONTRACT FOR SALE AND PURCHASE

216-A S. 4th St, Gadsden, Alabama 35901 - PHONE: (800) 476-3939

PROPERTY: 230± acres located on Glendale Farms Rd, Trussville, Jefferson County, AL 35173, Parcel ID# 11 00 03 2 000 025.000, 11 00 03 2 000 025.001, 11 00 03 3 000 001.000, 11 00 04 4 000 001.000 (hereinafter referred to as "Property")

PARTIES: MARY BEARD FOSTER and RICKY L. FOSTER (hereinafter referred to as "Seller") and (hereinafter referred to as "Purchaser")

PURCHASER ADDRESS:

PHONE:

EMAIL:

Seller and Purchaser hereby agree that the Seller shall sell, and the Purchaser shall buy the following Property upon the following terms and conditions:

The Property is selling subject to a Right of First Refusal ("ROFR"). See "Exhibit A" Terms and Conditions of Sale, Section 1, Item C.

I. DESCRIPTION

The following Exhibits will be attached to and made part of CONTRACT FOR SALE AND PURCHASE (hereinafter referred to as "Sales Contract"):

- A. Terms and Conditions of Sale: See attached (hereinafter referred to as "Exhibit A")
- B. Tax Map: See attached (hereinafter referred to as "Exhibit B")

II. PURCHASE PRICE

EXAMPLE ONLY of STARTING BID

High Bid Price <u>\$7,000.00</u> per acre @ 230 acres		\$1,610,000.00
Buyer's Premium (10% of the Total Contract Price)	plus	\$ <u>161,000.00</u>
Total Contract Price (High Bid Price + Buyer's Premium)		\$1,771,000.00
Initial Down Payment (due by 4:00 pm CT on December 9, 2022)	minus	\$ 50,000.00
Remaining Down Payment (due within 2 business days of notification of ROFR termination)	minus	\$ <u>127,100.00</u>
Balance Due at Closing		\$1,593,900.00

THIS SALES CONTRACT IS NOT SUBJECT TO THE PURCHASER OBTAINING FINANCING. IT IS AGREED AND UNDERSTOOD THAT THIS OFFER IS IRREVOCABLE AND CANNOT BE WITHDRAWN BY PURCHASER.

AGENCY DISCLOSURE

Listing Company: Target Auction & Land Co., Inc. The Listing Company is an agent of the Seller.

Buyer Agent Company, if any: **If no company/name is entered, no commission will be paid.** The Buyer Agent/Broker is an agent of the Purchaser. Compensation will be paid at closing in the amount outlined in the Broker Compensation Form.

III. CLOSING DATE: This transaction shall be closed by Hornsby & Hornsby Attorneys at Law located at 2010 Old Springville Rd, Ste 100, Birmingham, AL 35215, Contact: Bobby J. Hornsby 205-856-1000 bjhornsby@att.net with the deed and other closing papers delivered on or before 30 days after notification to the Purchaser of ROFR termination, unless extended by provision of the Sales Contract. If closing is delayed by actions or lack of actions of Purchaser after the required closing date or extended closing date, the Purchaser will forfeit all of his/her down payment. The down payment will be retained by Seller and Target Auction & Land Co., Inc. as liquidated damages. Any breach of the terms of this Agreement by Purchaser, the closing/escrow agent is expressly authorized and instructed to disburse the down payment and registration amount (if required) to Target Auction & Land Co., Inc. without the requirement of any

Purchaser Initials _____

Seller Initials _____

further writing or agreement of the parties. No fees will be charged, nor damages applicable for an extension when closing is delayed by Seller, Seller's closing/escrow agent, and/or Seller's surveyor. TIME IS OF THE ESSENCE.

- IV. RESTRICTIONS/EASEMENTS/LIMITATIONS:** The Purchaser shall take title subject to present zoning classification, homeowners associations, restrictions, prohibitions, and other requirements imposed by government authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; and any other items of record.
- V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Typewritten or handwritten provisions inserted herein or attached hereto as an addendum shall control all printed provisions of Sales Contract in conflict therewith, provided that such inserted provisions bear the initials of the Purchaser and the Seller denoting acceptance of and agreement to the modification.
- VI. PRORATIONS:** General real estate taxes, rents, security deposits, condominium assessments, maintenance charges, Insurance premiums and any other similar items shall be adjusted ratably as of the time of closing.
- VII. TITLE INSURANCE:** As a condition precedent to disbursement of the sale proceeds Hornsby & Hornsby Attorneys at Law shall be prepared to issue an Owner's Title Insurance Policy in the amount of the Total Contract Price, showing title in Purchaser's name, subject to matters an accurate survey would reveal and the general title exceptions contained in Owner's Title Insurance Policies used by its underwriter. Conveyance by Seller to Purchaser shall be by Warranty Deed, consistent with any limitations as set out in this Sales Contract.
- VIII. POSSESSION DATES:** Possession is not authorized before closing and shall be given subject to any existing lease(s). See Terms and Conditions of Sale ("Exhibit A") for any additional requirements.
- IX. COMMISSION:** The commission payable in this sale is not set by the Area Board of Realtors, Inc. but is negotiable between the Seller and Target Auction & Land Co., Inc. The Seller agrees to pay Target Auction & Land Co., Inc. as agent a sales commission in the amount agreed upon in a separate written agreement. No commission will be paid by Purchaser.
- X. CONDITION OF PROPERTY:** The Property and all systems and appliances, if any, are purchased "As Is". Neither Seller nor Target Auction & Land Co., Inc. makes any representations or warranty of any kind as to the condition of subject Property.

TARGET AUCTION & LAND CO., INC. further makes no warranty or representation regarding the subject Property. It is the sole responsibility of the Purchaser, at Purchaser's risk and expense to make whatever environmental or physical or engineering searches, inspections, or assessments that Purchaser in its discretion deems advisable prior to purchasing the Property.

THIS IS A LEGAL BINDING CONTRACT AND IS NON-TRANSFERABLE

[SIGNATURES ON THE FOLLOWING PAGE]

Purchaser Initials _____

Seller Initials _____

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Executed by Purchaser on December 8th, 2022

Executed by Seller on December 8th, 2022

PURCHASER:

SELLER:

BY: NAME
ITS:

BY: MARY BEARD FOSTER

BY: NAME
ITS:

BY: RICKY L. FOSTER

TARGET AUCTION & LAND CO., INC.

BY: _____
DEWEY JACOBS
ITS: PRESIDENT & CEO

BY: _____
DEWEY JACOBS
ITS: ALABAMA BROKER

Purchaser Initials _____

Seller Initials _____

PRELIMINARY TERMS AND CONDITIONS OF SALE

Purchase Terms for
Glendale Farm – 230± Acres
Trussville, AL 35173
Thursday, December 8, 2022 at 11:00 am CT

- ❖ TARGET AUCTION & LAND CO., INC. (hereinafter referred to as “Auction Company”)
- ❖ MARY BEARD FOSTER and RICKY L. FOSTER (hereinafter referred to as “Seller”)
- ❖ 230± acres located on Glendale Farms Rd, Trussville, Jefferson County, AL 35173, Parcel ID# 11 00 03 2 000 025.000, 11 00 03 2 000 025.001, 11 00 03 3 000 001.000, 11 00 04 4 000 001.000 (hereinafter referred to as “Property”)

THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS.

A TEN PERCENT (10%) BUYER’S PREMIUM WILL BE ADDED TO THE BID PRICE TO DETERMINE THE TOTAL CONTRACT PRICE.

1. TERMS OF SALE

- A. The Property is offered through an online auction with bidding November 28 through December 8, 2022, at 11:00 am CT subject to auto-extend and is selling with a reserve, subject to Seller’s confirmation of bid.
- B. A ten percent (10%) buyer’s premium will be added to the high bid price to determine the total contract price.
- C. The Property will be selling subject to a Right of First Refusal (“ROFR”).
 - 1. If the reserve is met and the high bid is accepted by the Seller, the Purchaser shall execute the Sales Contract on auction day and submit an initial down payment of \$50,000.00, due by Friday, December 9, 2022 at 4:00 pm CT and made payable to Target Auction Company.
 - 2. The holder of the ROFR has up to thirty (30) days, after notification, to exercise their right to purchase the Property under the same terms and conditions as the Purchaser.
 - 3. If the ROFR is exercised by the holder, the high Purchaser’s initial down payment of \$50,000.00 will be refunded in full within two (2) business days and the Sales Contract will be terminated by all parties.
 - 4. If the ROFR is not exercised by holder, the Purchaser shall be notified of such termination and will be required to submit the remaining down payment totaling ten percent (10%) of the total contract price within two (2) business days and close the Property within thirty (30) days.
- D. This sale is not contingent upon the Purchaser’s ability to obtain financing.
- E. If for any reason the Purchaser fails or refuses to execute the Sales Contract and/or deposit the required funds after being confirmed the Purchaser as outlined herein, the Seller will declare the Purchaser in default and reserves the right to declare the bidder’s rights forfeited and may resell the Property. Seller reserves the right to seek specific performance.
- F. No changes to the Sales Contract or the Terms and Conditions of Sale will be permitted. The fully executed Sales Contract (together with all related Exhibits thereto) shall control and constitute the entire agreement between the Purchaser and Seller.
- G. By submitting a bid and/or executing the Sales Contract in the name of a business entity or corporation, the individual doing so has the authority and enters into a guaranty agreement whereby he/she personally guarantees payment of the bid amount.
- H. In the event of a conflict with the Sales Contract and the Terms and Conditions of Sale, the Terms and Conditions of Sale shall control the provision in conflict.
- I. All documents are in English. If an interpreter or translator is deemed necessary to translate any documents or information, it is the Purchaser’s sole responsibility.
- J. No credit cards will be accepted, and all currency will be in U.S. dollars.
- K. The Property is selling AS IS, WHERE IS WITH ALL FAULTS. It is the Purchaser’s sole responsibility to be satisfied with the Property and verify any information deemed important PRIOR to bidding. All information is believed to be correct. However, neither the Auction Company nor the Seller makes any representations or warranty of any kind regarding the Property.
- L. The Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances subject to the terms and conditions relating to such liens and encumbrances contained in the Sales Contract and the Title Commitment (both posted online for review).

Purchaser Initials _____

Seller Initials _____

2. PROPERTY DISCLOSURES

- A. No equipment or personal property will be conveyed with the Property.
- B. The Seller will convey all mineral, gas, or oil rights applicable to the Property owned by Seller, if any.
- C. Portion(s) of the Property may or may not be located in a flood zone.
- D. It is the Purchaser’s responsibility to verify with any governing agency for any requirements, guidelines, permits, zoning, or regulations pertaining to the Property and its use thereof.
- E. No guaranty or representation is made regarding any individual part of the Property’s ability to pass a perc test.
- F. Any fence lines may or may not represent boundary lines.
- G. The Property has not been surveyed and will be conveyed by existing legal description. Should Purchaser or Purchaser’s lender desire any additional survey work, it will be at Purchaser’s option and expense, and will not affect the closing. If an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.
- H. No mobile homes shall be permitted on the Property as per Restrictive Covenant dated January 15, 2008.
- I. Portions of the Property are located in the city limits of Trussville and in Jefferson County.
- J. The mobile home/office will be conveyed with the Property.
- K. There are 3 above ground fuel tanks (2 diesel and 1 gas) that will be conveyed with the Property along with any remaining fuel.
- L. Any remaining hay will be conveyed with the Property.

A. UPDATES and CORRECTIONS

It is the sole responsibility of the Purchaser to check for any updates or corrections prior to the end time of the auction.

Any updates, revisions, additions, deletions, or corrections to these Terms and Conditions of Sale will be added here:

- A. *Intentionally left blank at this time.*

B. CLOSING

- A. **Closing must be completed on or before 30 days after notification of ROFR termination to Purchaser. This is the closing deadline.** Closing will be completed by Hornsby & Hornsby Attorneys at Law located at 2010 Old Springville Rd, Ste 100, Birmingham, AL 35215, Contact: Bobby J. Hornsby 205-856-1000 bjhornsby@att.net. **It is the Purchaser’s responsibility to contact the closing agent and schedule closing.**
- B. The proceeds due from the Purchaser at closing shall be by confirmed wire transfer prior to closing and sent to Hornsby & Hornsby Attorneys at Law. Wire instructions will be provided.
- C. **Seller** will pay for the preparation of the deed, title exam/commitment or any municipality assessments. Ad valorem taxes will be prorated to the closing date.
- D. **Purchaser** will pay all other closing cost, including but not limited to additional survey fees, recording fees, attorney’s fees, wiring fees, loan/financing fees, if any, etc. Ad valorem taxes will be prorated to the closing date.
Title Insurance is available at the Purchaser’s option and expense through Hornsby & Hornsby Attorneys at Law.

C. WIRE TRANSFERS

A transaction fee will apply to all incoming and outgoing funds transferred via wire.

D. DEFAULT

- A. It is agreed by all parties that in the event the Purchaser fails to close and pay the balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the down payment. In the event of any breach of the terms of this agreement by Purchaser, the Seller will declare the Purchaser in default and Purchaser agrees that the closing/escrow agent is expressly authorized and instructed to disburse the down payment without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after Purchaser’s default shall be solely at the Seller’s option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorney’s fee.
- B. Closing/escrow agent shall disburse the Purchaser’s down payment to the Seller after the receipt of Seller’s written certification that the Purchaser’s Sales Contract has been terminated by reason of said Purchaser’s failure to cure a default in performance of Purchaser’s obligations herein. Closing/escrow agent may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Closing/escrow agent shall not be liable in any manner for the sufficiency or

Purchaser Initials _____

Seller Initials _____

correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of closing/escrow agent shall be limited to the safekeeping of the down payment and the disbursement of same in accordance with the written instructions described above. Closing/escrow agent undertakes to perform only such duties as are expressly set forth hereto, and no implied duties or obligations shall be read into this agreement against closing/escrow agent.

E. AUCTION COMPANY AGENCY DISCLOSURE

The Auction Company is acting exclusively as the agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Auction Company is not acting as an agent in this transaction for the Purchaser. Any third party buyer agent is not a subagent of the Auction Company.

F. EQUAL OPPORTUNITY CLAUSE

The Property is available to Purchaser(s) without regard to race, color, religion, sex, familial status, national origin, disability, sexual orientation or any other factor protected by federal, state or local law.

G. SIGNATURES and COUNTERPARTS

Electronic signatures and facsimiles shall serve as valid authority for this document and all documents pertaining thereto may be executed in counterparts, each of which is deemed an original and together constitute one document.

H. ACKNOWLEDGEMENT

Purchaser acknowledges that he/she has read and understands these Terms and Conditions of Sale.

By signing below, each Purchaser and Seller acknowledge that this ‘Exhibit A’ consists of three pages, has read and understands same; these terms are made a part of the CONTRACT FOR SALE AND PURCHASE.

Executed by Purchaser on December 8th, 2022

Executed by Seller on December 8th, 2022

PURCHASER:

SELLER:

BY: NAME
ITS:

BY: MARY BEARD FOSTER

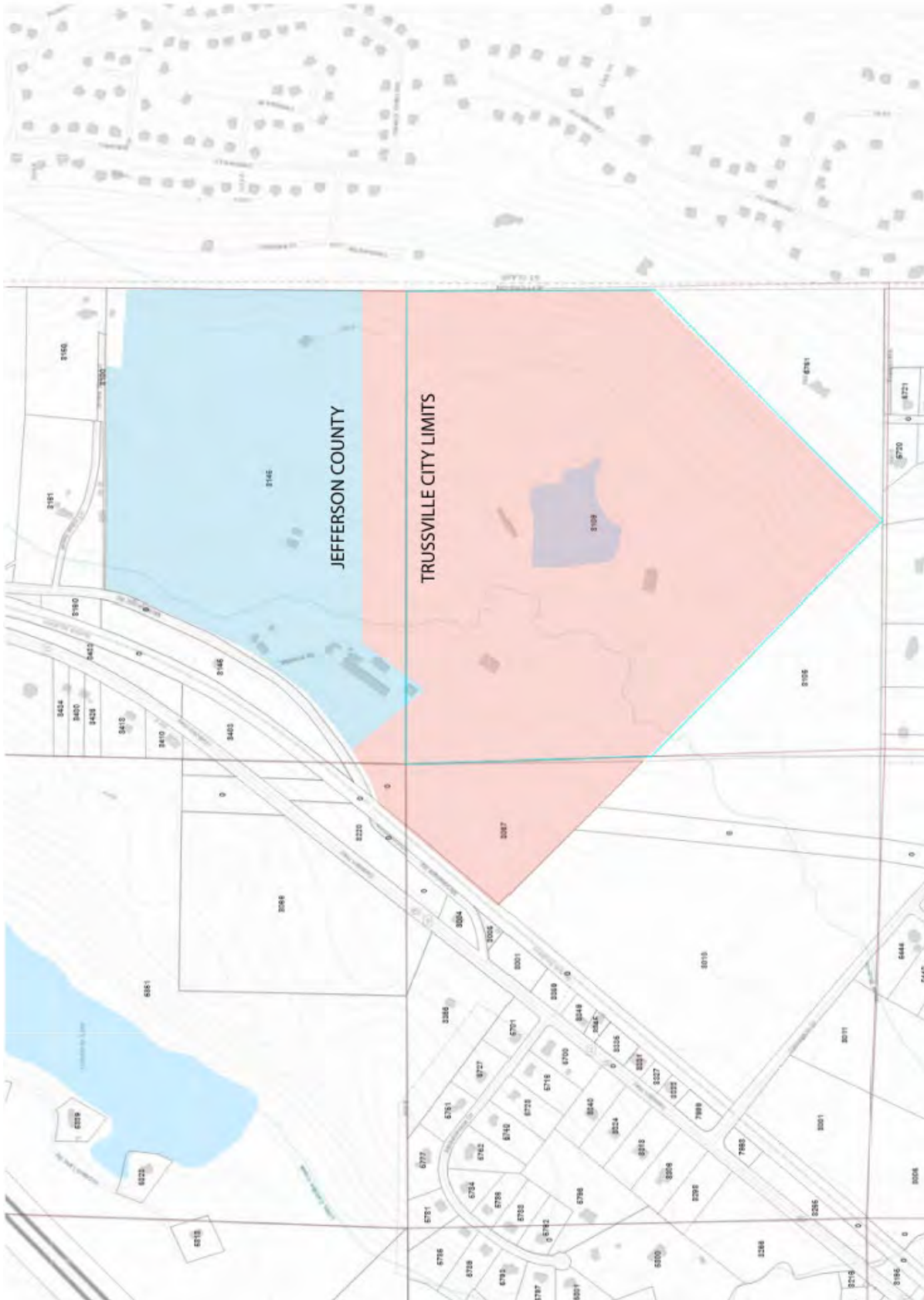
BY: NAME
ITS:

BY: RICKY L. FOSTER

Purchaser Initials _____

Seller Initials _____

**“EXHIBIT B”
Tax Map**



Purchaser Initials _____

Seller Initials _____