



CONTRACT FOR SALE AND PURCHASE

216-A S 4th St, Gadsden, AL 35901 - (800)476-3939

PROPERTY: Waterfront Home with Boathouse on Weiss Lake located at 3450 River Pointe, Cedar Bluff, AL 35959, Cherokee County Tax Identification Number 10-09-32-0-000-001.028 and 1/27th interest in Common Area (hereinafter referred to as "Property")

PARTIES: RONALD M. DOCKERY AND DONNA K. DOCKERY (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:

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. River Bend Estates, Phase II Survey: See attached (hereinafter referred to as "Exhibit B")
C. Seller Possession After Closing Addendum: See attached (hereinafter referred to as "Exhibit C")

II. PURCHASE PRICE

\$.00

Down Payment (10% of the purchase price due within 24 hours of execution of this Sales Contract) minus \$.00

Balance Due at Closing (on or before 30 days after execution of this Sales Contract) \$.00

THIS IS A CONTINGENCY-FREE SALES CONTRACT AND IT 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 IT IS AGREED AND UNDERSTOOD THAT THIS OFFER IS IRREVOCABLE AND CANNOT BE WITHDRAWN BY PURCHASER.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: This transaction shall be closed by Shane Givens, LLC located at 1615 W Main St, Ste A, Centre, AL 35960; contact Ronda Robertson 256-927-7490 rrobertson@shanegivenslaw.com with the deed and other closing papers delivered on or before thirty (30) days after execution of this Sales Contract, unless extended by provision of the Sales Contract.

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.

Purchaser Initials _____

Seller Initials _____

- 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 Purchaser and 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 Shane Givens, LLC 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 WITHOUT PERMISSION FROM THE SELLER.

Executed by Purchaser on _____, 2023

Executed by Seller on _____, 2023

PURCHASER:

SELLER:

BY:

BY: RONALD M. DOCKERY

BY:

BY: DONNA K. DOCKERY

TARGET AUCTION & LAND CO., INC.

BY: DEWEY JACOBS
ITS: PRESIDENT

BY: DEWEY JACOBS
ITS: ALABAMA BROKER

TERMS AND CONDITIONS OF SALE

Purchase Terms for

Waterfront Home with Boathouse on Weiss Lake

3450 River Pointe, Cedar Bluff, AL 35959

- ❖ TARGET AUCTION & LAND CO., INC. (hereinafter referred to as “Auction Company”)
- ❖ RONALD M. DOCKERY AND DONNA K. DOCKERY (hereinafter referred to as “Seller”)
- ❖ 3450 River Pointe, Cedar Bluff, AL 35959, Cherokee County Tax Identification Number 10-09-32-0-000-001.028 and 1/27th interest in Common Area (hereinafter referred to as “Property”)

THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES.

1. TERMS OF SALE

- A. The terms of sale are a ten percent (10%) down payment based on purchase price for the Property which is due within 24 hours of the execution of this Sales Contract. The remaining balance is due on or before thirty (30) days after execution of this Sales Contract. The down payment will be held in a non-interest-bearing escrow account by Target Auction Company. Wire instructions will be provided.
- B. The Contract for Sale & Purchase (“Sales Contract”) is CONTINGENCY-FREE.
- C. This sale is not contingent upon the Purchaser’s ability to obtain financing, any inspections, or appraisals.
- D. No credit cards will be accepted.
- E. 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 Purchaser and Seller.
- F. By submitting 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 purchase price.
- G. In the event of a conflict with the Sales Contract and the Terms and Conditions of Sale, the Terms and Conditions shall control the provision in conflict.
- H. 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.
- I. All currency will be in U.S. dollars.
- J. The Property is selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. It is the Purchaser’s sole responsibility to be satisfied with the Property and verify any information deemed important. All information is believed to be correct. However, neither the Auction Company nor Seller make any representations or warranty of any kind regarding the Property.
- K. The Seller will retain possession of Property for up to ten (10) days after closing to remove furnishings (see Exhibit C: *Seller Possession After Closing Agreement*).
- 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 Opinion (both are posted online for review). However, if any defects are discovered that are not addressed in the Title Opinion, the Seller shall have up to sixty (60) days to cure any defects in title.

2. PROPERTY DISCLOSURES

- A. The Property is selling subject to all matters contained in the Title Opinion as well as any other documents of record including but not limited to the Protective Covenants and Restrictions for River Bend Estates, Phase II and any Addendums as outlined in Title Opinion (posted online for review and recorded).
- B. There is a 1/27th interest in the common area, private drives and rights of way shown on the map or plat appearing of record in Plat Book 10, at page 79, Probate Office, Cherokee County, Alabama as outlined in Title Opinion (posted online for review).
- C. There is a Homeowners Association, however, at this time no fees are being collected.
- D. Portions of the property may or may not be located in a flood zone. Any portion of the Property located within this flood zone will under jurisdiction of Alabama Power and will be subject to any Alabama Power restrictions, guidelines and/or requirements.
- E. It is the Purchaser’s responsibility to verify with any governing agency about any requirements, guidelines, permits, or regulations pertaining to the Property and its use thereof prior to bidding.

Purchaser Initials _____

Seller Initials _____

- F. The Property is being sold unfurnished. No personal property, furnishing, or equipment will be conveyed with the real estate.
- G. Any existing window treatments, built-in appliances, refrigerator, washer, and dryer will be conveyed with the Property.
- H. Any fence lines may or may not represent boundary lines.
- I. The Property has not been surveyed and will be conveyed by existing legal description. Should the Purchaser or Purchaser’s lender desire any survey work, it will be at the Purchaser’s option and expense, and will not affect the closing. If a survey shows a greater or lesser amount of acreage, the Sales Contract will not be adjusted.

3. CLOSING

- A. **Closing must be completed on or before on or before thirty (30) days after execution of this Sales Contract. This is the closing deadline.** Closing will be completed by Shane Givens, LLC located at 1615 W Main St, Ste A, Centre, AL 35960; contact Ronda Robertson 256-927-7490 rrobertson@shanegivenslaw.com. It is the Purchaser’s responsibility to contact the closing agent and schedule closing.
- B. The Seller will obtain possession of Property up to ten (10) days after closing to remove furnishings.
- C. The proceeds due from the Purchaser at closing shall be by confirmed wire transfer prior to closing and sent to Shane Givens, LLC. Wire instructions will be provided.
- D. **Seller** will pay for the preparation of the deed, title exam/opinion or any municipality assessments. Ad valorem taxes will be prorated to the closing date.
- E. **Purchaser** will pay all other closing cost, including but not limited to 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 Shane Givens, LLC.

4. WIRE TRANSFERS

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

5. 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 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.

6. 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.

7. 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.

Purchaser Initials _____

Seller Initials _____

8. 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.

9. 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 ____ ____, 2023

Executed by Seller on ____ ____, 2023

PURCHASER:

SELLER:

BY:

BY: RONALD M. DOCKERY

BY:

BY: DONNA K. DOCKERY

Purchaser Initials _____

Seller Initials _____

EXHIBIT B

River Bend Estates, Phase II Survey

RIVER BEND EST
PHASE II

A PORTION OF
SECTION 32, T-9-S, R
CHEROKEE COUNTY, A

ALABAMA
OF CHEROKEE)

S LAKE LODGE LIMITED INC. AS OWNERS OF THE LANDS HEREIN SHOWN DO
RATIFY AND ADOPT THE WITHIN MAP AS BEING TRUE AND CORRECT.

12th DAY OF December 1995.

James F. Mann Jr. President
Julian Harrison Jr. Secretary

ALABAMA
OF CHEROKEE)

D. M. [Signature] A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
HEREBY CERTIFY THAT JAMES F. MANN JR., AS PRESIDENT, AND JULIAN
HARRISON JR., AS SECRETARY OF WEISS LAKE LODGE LIMITED INC. HAVE SIGNED THE
MAP, AND WHO ARE KNOWN TO ME AND KNOWN BEFORE ME ON THIS DATE,
AND INFORMED OF THE CONTENTS, THEY EXECUTED THE SAME VOLUNTARILY,
ON THE DAY THE SAME BEARS DATE.

MY HAND AND SEAL THIS THE 12th DAY OF December 1995.

COMMISSION EXPIRES 9-12-97

D. M. [Signature]
NOTARY PUBLIC

ALABAMA
OF CHEROKEE)

WE, BUFFINGTON, BILLY JOE BAKER, TOM CALDWELL, SHAD ELLIS, ERIC ELLIS, LEE ANDERSON, GLENDA ANDERSON, W.E. WEDDING, BARBARA WEDDING,
ELTON, ROY C. BURT AND WIFE HAZEL BURT, RALPH MEADE AND WIFE RANNEY
AND ELBERT WHITLEY AS OWNERS OF THE LANDS HEREIN SHOWN DO HEREBY
AND ADOPT THE WITHIN MAP AS BEING TRUE AND CORRECT.

12th DAY OF December 1995.

Billy Joe Baker
Tom Caldwell
Eric Ellis
Roy C. Burt
Ralph Meade
Elbert Whitley

Shad Ellis
Don Melton
Don Melton
Hazel Burt
Ranney Meade
Lee Anderson

W.E. Wedding
Barbara Wedding
Glenda Anderson

ALABAMA
OF CHEROKEE)

D. M. [Signature] A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
HEREBY CERTIFY THAT BILLY JOE BAKER, TOM CALDWELL, SHAD ELLIS, ERIC ELLIS,
LEE ANDERSON, GLENDA ANDERSON, W.E. WEDDING, BARBARA WEDDING,
ELTON, ROY C. BURT AND WIFE HAZEL BURT, RALPH MEADE AND WIFE RANNEY
AND ELBERT WHITLEY HAVE SIGNED THE WITHIN MAP, AND WHO ARE
KNOWN TO ME AND KNOWN BEFORE ME ON THIS DATE, THAT BEING INFORMED OF
THE CONTENTS, THEY EXECUTED THE SAME VOLUNTARILY, ON THE DAY THE SAME
BEARS DATE.

MY HAND AND SEAL THIS THE 12th DAY OF Dec 1995.

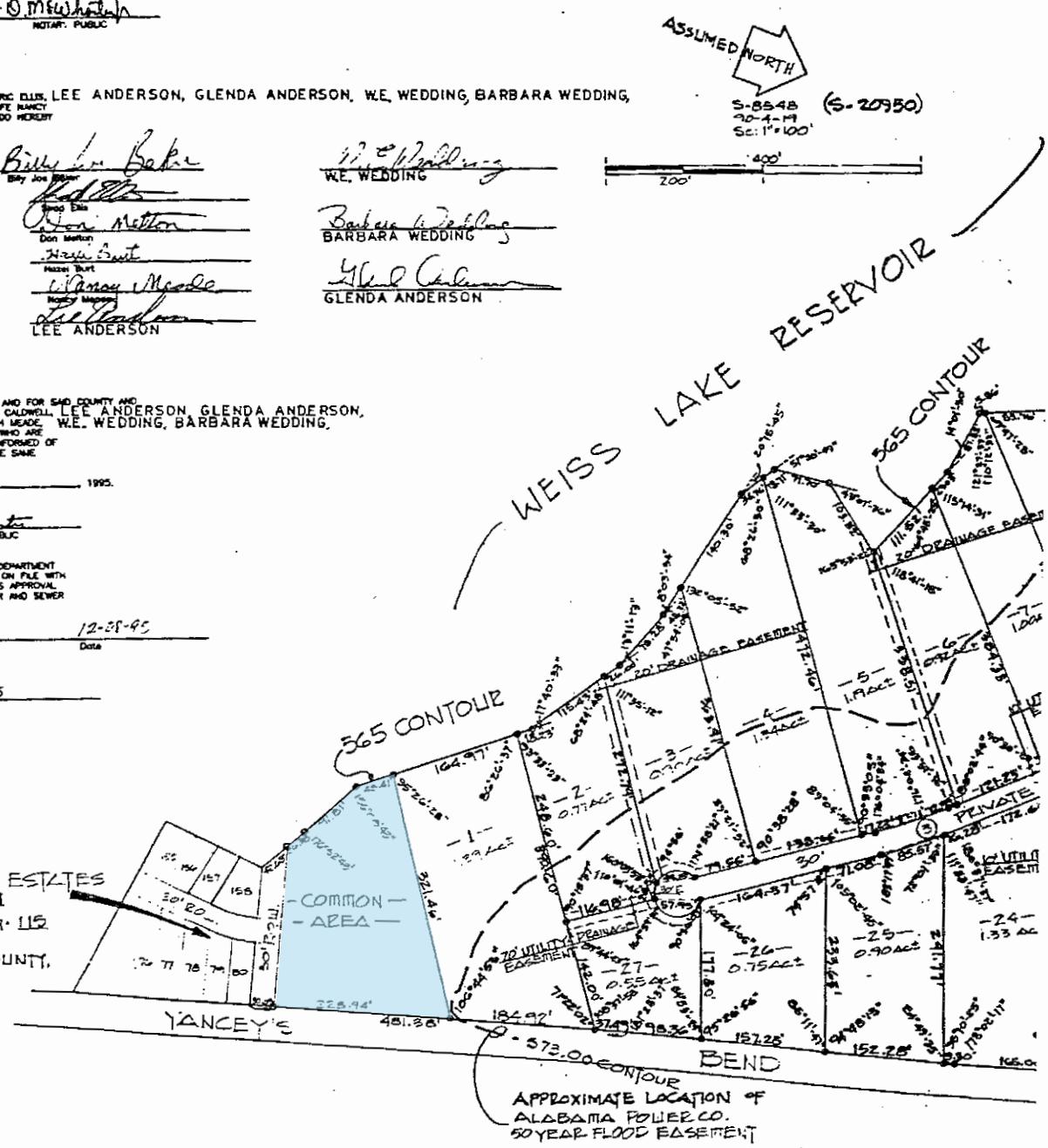
COMMISSION EXPIRES 6/9/96

D. M. [Signature]
NOTARY PUBLIC

SUBDIVISION MEETS THE APPROVAL OF CHEROKEE COUNTY HEALTH DEPARTMENT
SUBJECT TO CERTAIN CONDITIONS OF APPROVAL, AND/OR LOT DELETIONS ON FILE WITH
HEALTH DEPARTMENT, WHICH CONDITIONS ARE MADE A PART OF THIS APPROVAL.
IF SET OUT HEREIN. THIS SUBDIVISION IS SERVED BY PUBLIC WATER AND SEWER
ADDED BY CEDAR BLUFF.

APPROVED BY: *[Signature]* 12-28-95
Cherokee County Health Department
For Recording Purposes Only

James [Signature] DEC. 5, 1995
Cherokee County Engineer



THE STATE OF ALABAMA
CHEROKEE COUNTY

OFFICE OF PROMOTEES

Com. Fee 1.00
Map Fee
Dist. Fee
Int. Fee 0.50
M&E 3.00
Total 11.50

065436

[Signature]
Public Notary, Cherokee County, Ala.

NOTE:
PORTION OF PROPERTY IS LOCATED
A SPECIAL FLOOD HAZARD AREA
ON THE FLOOD HAZARD BOUNDARY
CEDAR BLUFF, ALABAMA COMMUNITY
NUMBER 015010.0005B DATED

REVISED 11/15/95 TO SHOW
SECTION CORNER & CERTIFICATES.

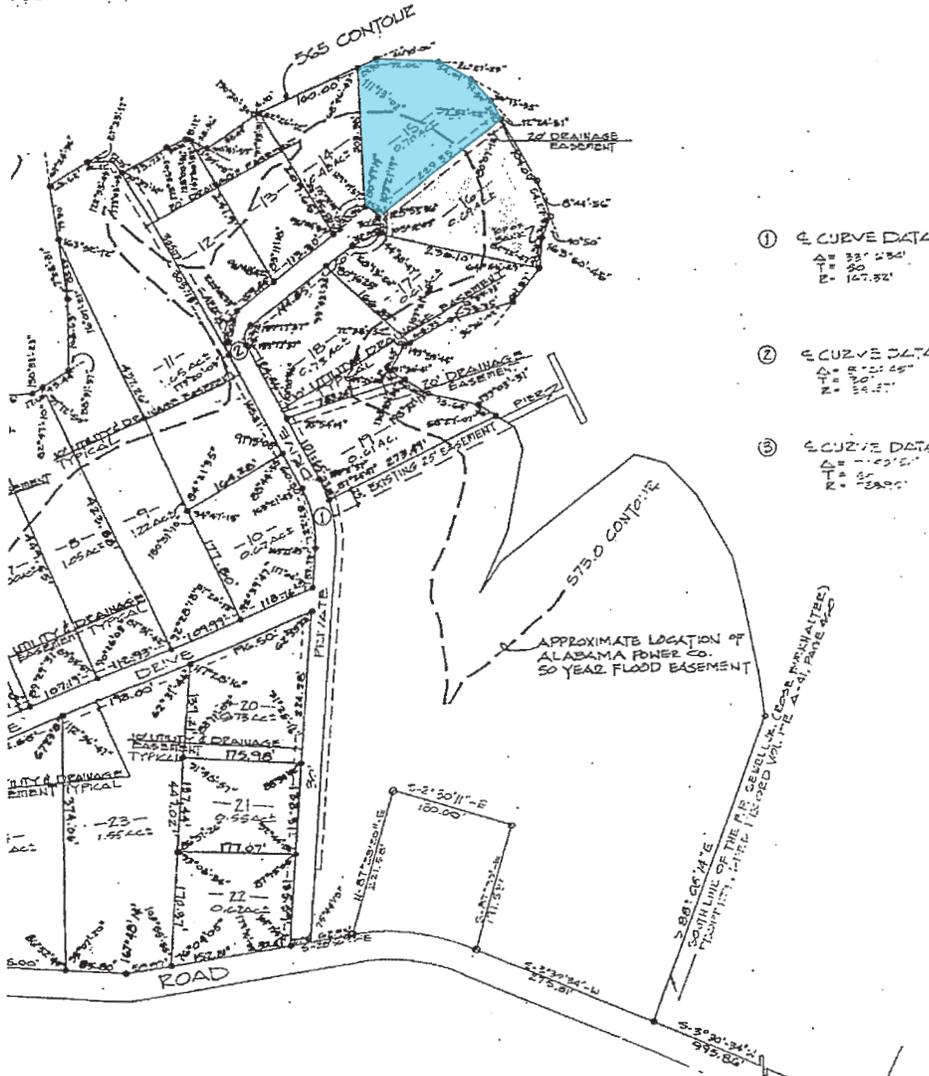
EXHIBIT B

River Bend Estates, Phase II Survey 79

TATES

F
R-10-E
ALABAMA

Plat Book 10 Page 19

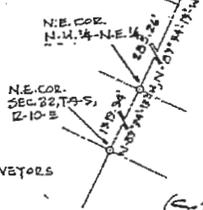


- ① CURVE DATA
 $\Delta = 33^{\circ} 23' 50''$
 $T = 80'$
 $R = 147.52'$
- ② CURVE DATA
 $\Delta = 12^{\circ} 05'$
 $T = 100'$
 $R = 48.17'$
- ③ CURVE DATA
 $\Delta = 12^{\circ} 05'$
 $T = 100'$
 $R = 48.17'$

STATE OF ALABAMA:
 COUNTY OF ETOWAH:
 I, MILWAUROP JR., A REGISTERED ENGINEER AND LAND SURVEYOR OF GADSDEN, ALABAMA, HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA.

NOTED IN ZONE "A" AREA AS SHOWN DAILY MAP FOR COMMUNITY - PANEL RECORDED JANUARY 1, 1987.

ACCORDING TO MY SURVEY THIS THE 19th DAY OF Oct 1990.
Milwaldrop Jr.
 M.D. WALDRUP JR., AL. REG. # 10051
 JONES, BLAIR, WALDRUP & TUCKER, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 300 N. 5th STREET
 GADSDEN, ALABAMA. (205) 547-6375



(S-20950)
 5-25-92



Purchaser Initials _____ Seller Initials _____

“EXHIBIT C”

SELLER POSSESSION AFTER CLOSING AGREEMENT

WILL BE ATTACHED TO AND MADE PART OF “CONTRACT FOR SALE AND PURCHASE”

This Seller Possession After Closing Agreement (hereinafter referred to as “Agreement”). Seller and Purchaser agree:

- 1. **Term of Possession.** Seller may remain in possession of the Property for a period of ten (10) days after the closing until 5:00 pm CT on the last day (the entire period including any extension agreed to by Purchaser and Seller in writing is referred to as the “Term”). **TIME IS OF THE ESSENCE** with regard to the end of the Term.
- 2. **Seller Obligation to Maintain Property.** Seller shall be responsible for the maintenance and repair of all appliances, systems, and equipment on the Property while occupying the Property. Purchaser shall not be obligated to maintain the Property after Closing while Seller remains in possession of the Property, subject to any obligation that may be imposed on Purchaser by law. Seller shall maintain the Property in its same condition as at Closing and shall make no changes in the Property. Seller shall not alter or modify the property in any way without written permission from Purchaser. In the event that the Property is altered, modified, damaged, or not maintained by Seller in its condition at Closing, Seller shall pay all costs necessary to correct any alterations, modifications, or damage to the Property to restore the Property back to its condition at Closing.
- 3. **Termination of Possession.** Seller shall vacate the Property no later than 5:00 pm CT of the last day of the Term. If Seller has not vacated the Property by that time, Seller shall continue to be bound by all of the terms and conditions of this Agreement, and Seller shall in addition pay Purchaser a hold-over fee of \$250.00 per day for each day Seller remains in possession of the Property from the end of the Term until Seller vacates the Property.
- 4. **Utilities.** Seller shall keep all utilities registered in Seller's name and shall pay the costs of all utilities (sewer, water, gas, electricity, etc.) during the Term.
- 5. **Lawn Maintenance; Trash.** Seller shall be responsible for lawn maintenance and trash removal during the Term.
- 6. **Insurance on Seller’s Property.** Seller shall procure and/or maintain in effect a policy or policies of insurance adequately covering Seller's personal property and insuring against any public liability which may arise out of, or by virtue of, the use and occupancy of the Property by Seller, Seller's family and/or agents and employees/contractors of Seller.
- 7. **Insurance on Purchaser’s Property.** As of Closing, Purchaser shall keep the Property, together with any improvements and any personal property owned by Purchaser on or in the Property, insured for the benefit of Purchaser in such amount and to such extent as Purchaser determines desirable.
- 8. **Seller’s Indemnification.** Seller shall indemnify and hold Purchaser harmless from and against any and all liability, fines, suits, claims, demands, actions, costs and expenses of any kind or nature whatsoever caused by, or arising out of, or in any manner connected with any damage to the Property or any injury or death to a person or persons arising out of Seller's use and/or occupancy of the Property during the Term, including intentional or negligent acts by Seller, Seller's family, invitees, and/or agents and employees of Seller.
- 9. **Subletting; Assignment.** Seller shall not sublet the Property.
- 10. **Association Dues and Charges.** Seller shall pay the owner's association dues and other like charges, if any, during the Term.

EXCEPT AS SPECIFICALLY MODIFIED HEREIN, ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE CONTRACT, THIS AGREEMENT SHALL CONTROL.

This is a legally binding document executed on _____, 2023.

Purchaser:

Seller: RONALD M. DOCKERY

Purchaser:

Seller: DONNA K. DOCKERY