

OFFER TO PURCHASE AND CONTRACT

_____ as Buyer(s), hereby offer to purchase from the Estate of Wanda Lee Owens; Vick Owens, Executor or however his interests may appear binding him, as Seller, agrees to sell and convey all of that plot, piece, parcel or tract of land described below upon the following terms, conditions and attachments.

1. **REAL PROPERTY:** House & Lot located at 1125 Ganton Way, Myrtle Beach, County of Horry, State of South Carolina. Legal Description: TMS# 1902401013

2. **BID PRICE:** \$ _____

10% BUYERS PREMIUM \$ _____

WIRE TRANSFER FEE (If applicable) \$ _____

TOTAL CONTRACT PURCHASE PRICE of said property is..... \$ _____

Shall be paid as follows, to wit:
NON-REFUNDABLE DEPOSIT \$ _____ **15,000.00**

BALANCE DUE AT CLOSING \$ _____

3. **OTHER PROVISIONS AND CONDITIONS:**

- (a) This sale is subject to existing right-of-way and utility easements of record.
- (b) All property sold "as is, where is" No financing is part of this sale. Purchaser has inspected said property.
- (c) Attached hereto and constituting a provision of this contract is "Schedule B Conditions of Sale and Rules of Auction" (Two pages) and "Standard Provisions" (One Page).
- (d) Purchaser agrees to be bound to the terms and conditions and to the TOTAL CONTRACT PURCHASE PRICE. The NON-REFUNDABLE Escrow Deposit from PURCHASERS shall be held in the Chris Pracht Auctioneers, Realty & Auction LLC Escrow Account until closing.
- (e) AUCTIONEERS/BROKERS are Agents for the SELLER.
- (f) SELLER agrees to give a limited warranty deed, subject to the above. Seller pays for preparation of Deed.
- (g) Taxes shall be pro-rated as of the date of closing. The Purchaser shall pay any and all ROLLBACK taxes. Purchaser shall pay for stamps; State Transfer fees and all closing costs. EMAILS/SCANS when signed by all parties shall be binding.

CLOSING: Closing on or before Friday August 14th, 2020. "TIME IS OF THE ESSENCE" at the Law Office of Dusenbury & Clarkson, PA; Attorney Jay Dusenbury: Paralegal - Debbie: Address: 602 27th Ave. N Myrtle Beach, SC 29577; Telephone: 843-448-7137; Email: debbie.dusenburyclarkson@gmail.com . In the event of default by Purchaser as part of the damages Purchaser shall forfeit the Non-Refundable deposit; the forfeiture of deposit does not negate the Sellers' option to sue for any lawful rights including, but not limited to specific performance. In the event of default by Seller, Purchaser may sue for specific performance under this contract. All parties are responsible for their own legal fees.

5. **POSSESSION:** Possession shall be delivered at closing.

6. **COUNTERPARTS:** This offer shall become a binding contract when signed by the Buyer & Sellers.

By Buyer's signing of the Contract, Buyer acknowledges receipt of a copy of the all other documents pertaining to this sale.

Date of Offer: July _____, 2020

Acceptance: July _____, 2020

_____(SEAL)
Buyer/Purchaser

_____(SEAL)
Estate of Wanda Lee Owens
Vick Owens, Executor

_____(SEAL)
Buyer/Purchaser