

Contract to Purchase Holiday Auction & Realty, LLC

This Contract to Purchase is offered this _____ day of _____, 2021, by

(hereafter collectively referred to as the "Buyer") to **Suzanne Shafer (1/2 interest) & Kathleen Calder (1/2 interest)** (referred to as the "Seller"). Holiday Auction & Realty, LLC ("Broker") is serving as agent for the Seller. Buyer agrees to buy and Seller agrees to sell all that lot or parcel of land with buildings and improvements thereon, if any, described as: **117 First Avenue, Spartanburg, SC 29302. (Tax Parcel ID#: 7-17-13-051.00)** hereinafter referred to as the "Property".

Subject to the following conditions:

Initials

The Auction Bid Price (\$ _____) + 10% Buyer's Premium (\$ _____) equals an agreed TOTAL PURCHASE PRICE of _____ DOLLARS (\$ _____).

Upon execution of this Contract to Purchase by both parties, the Buyer agrees to deposit with a closing attorney, by the close of the next business day, an earnest money escrow deposit ("Earnest Money") of Ten Thousand Dollars (**\$10,000**) to be held in escrow and applied towards the total purchase price. The balance of the sales price must be paid by Buyer within forty-five (45) days at closing. Time is of the essence. In the event that Buyer fails to comply with this Contract to Purchase, the Earnest Money will be forfeited, but such forfeiture shall not affect other legal remedies available to Seller.

As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party to this Contract to enable Broker to enforce his commission rights hereunder against the parties hereto. If Buyer defaults on this Contract, Buyer agrees that: (i) such Earnest Money shall be non-refundable and shall be delivered to Seller; and (ii) Buyer shall pay the full commission equal to the buyer's premium to Broker.

This contract is inclusive of the Terms of Sale contained in Exhibit B attached hereto and made a part of this Contract by reference. If the Terms of Sale are in conflict with this Contract, then the Contract shall govern.

Buyer agrees to pay ALL closing costs, including but not limited to, attorney's fees, deed stamps and preparation, documentary stamps, survey, and termite inspection. Taxes, utilities, rents and other assessments, shall be prorated between the Buyer and Seller to the date of closing. Possession will be at closing.

Seller and Buyer agree that the described property is being sold "AS IS -WHERE IS" with all faults and without warranty of any kind, either expressed or implied, by the Seller or Broker. The parties agree that the Property is being sold to subject to any conditions, restrictions, right of ways, and easements and that the sale is not contingent upon financing or any other contingency. Buyer hereby represents that he has inspected the above-described Property and acknowledges and agrees that it was his sole responsibility to determine condition, genuineness, function, suitability for use, and value of the Property and that neither Seller nor Broker is responsible for any errors or omissions made in the description of the Property prior to or at auction.

It is agreed that a special warranty deed is to be furnished by Seller at closing. The deed shall be prepared in the name of Buyer and delivered at the place of closing. Seller and Buyer agree that the transaction must be closed within 45 days from the date of this Contract. Seller reserves the right at his/her sole discretion to extend the closing date an additional 30 days if needed.

The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors and assigns forever. **Time is of the essence with respect to all provisions of this Contract that specify a time for performance.**

Should any party breach this Agreement the other party may request and receive from the breaching party its cooperation to undertake mediation of the dispute. If the parties are unable to reach mutual agreement in mediation, the parties may file legal action under the following conditions: (i) parties waive their right to a trial by jury, and (ii) the prevailing party shall be entitled to collect reasonable court costs including any reasonable attorney fees. Any dispute associated with this Agreement shall be adjudicated according to the laws of the State of South Carolina.

By signing below, Buyer acknowledges receiving a copy of an "Acknowledgement of Receipt of the Disclosure of Brokerage Relationships" form from the Broker. Buyer(s) further acknowledge that they received customer service in this real estate transaction from Broker as defined in South Carolina law. Signatures below signify acceptance of all terms and conditions stated herein.

BUYER(S):

SIGNATURE DATE

SIGNATURE DATE

SELLER(S):

DATE

DATE

Auctioneer:
Matthew Holiday, SCAL #3589