

REAL ESTATE PURCHASE AND SALE AGREEMENT

State of Georgia | Cash Transaction | Investor Form

1. PARTIES. This Purchase and Sale Agreement ("Agreement") is made effective as of _____, 20____ ("Effective Date"), by and between _____ ("Seller"), and _____ **and/or assigns** ("Buyer"). Buyer and Seller are together the "Parties." If the date above is left blank, the Effective Date is the date of the last signature below.

2. PROPERTY. Seller agrees to sell and Buyer agrees to buy the real property located at: Street address: _____, City: _____, County: _____, Georgia, ZIP: _____. Parcel ID: _____. Legal description (attach if lengthy): _____

The sale includes all fixtures, improvements, and appurtenances, together with the following personal property, if any:

3. PURCHASE PRICE. The total purchase price is \$_____ (_____ Dollars), payable in cash or immediately available funds at Closing. **This is a cash transaction. Buyer's obligation to close is not contingent on financing or appraisal.**

4. EARNEST MONEY. Within _____ business days after the Effective Date, Buyer will deposit \$ _____ as earnest money ("Deposit") with _____ ("Escrow Agent"), to be held in escrow and credited to the purchase price at Closing. If this Agreement is terminated during the Inspection Period under Section 6, or due to Seller's default or failure of title, the Deposit will be promptly refunded to Buyer in full. If the Parties dispute the Deposit, the Escrow Agent may hold it pending joint written instructions or deposit it with a court of competent jurisdiction, and is released from liability upon doing so.

5. AS-IS CONDITION. Buyer is purchasing the Property in its present "**AS-IS, WHERE-IS**" condition, with all faults, whether known or unknown. Seller will make no repairs and gives no warranties regarding the condition of the Property, except for any disclosures required by applicable law, which are summarized in the Disclosures section of this Agreement. Seller agrees to maintain the Property in its present condition, ordinary wear excepted, and to deliver it at Closing free of tenants and occupants unless stated here:

6. INSPECTION PERIOD. Buyer has _____ calendar days from the Effective Date ("Inspection Period") to inspect the Property and investigate all matters Buyer deems relevant, including condition, title, survey, zoning, and feasibility. Buyer and Buyer's agents, contractors, partners, and assigns may access the Property at reasonable times with prior notice. **Buyer may terminate this Agreement for any reason or no reason by written notice to Seller before the Inspection Period expires, in which case the Deposit will be refunded to Buyer and neither Party will have further obligation.** If Buyer does not terminate before the Inspection Period expires, the Deposit becomes non-refundable except as otherwise provided in this Agreement.

7. ASSIGNMENT. Buyer may assign this Agreement, in whole or in part, to any person or entity without Seller's consent. Upon assignment and the assignee's assumption of Buyer's obligations, the original Buyer is released from further liability under this Agreement. Seller acknowledges that Buyer is an investor, may assign this Agreement for a fee or other compensation, and may market its contractual interest in the Property to prospective assignees during the term of this Agreement.

8. MARKETING AND ACCESS. During the term of this Agreement, Seller authorizes Buyer to advertise and market Buyer's contractual interest in the Property, to show the Property to Buyer's partners, lenders, contractors, and prospective assignees, and to place a lockbox or signage with Seller's consent.

9. CLOSING. Closing will occur on or before _____, 20____, or earlier by mutual agreement, at the office of the closing agent designated by ☐ Buyer ☐ Seller. Possession transfers to Buyer at Closing. Buyer may extend Closing by up to _____ additional days by written notice if reasonably required to complete title or closing matters. Seller represents that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act (FIRPTA); if Seller is a foreign person, the Parties will comply with the withholding requirements of 26 U.S.C. Section 1445 at Closing.

10. RISK OF LOSS. Risk of loss remains with Seller until Closing. If the Property is damaged by fire, casualty, or other cause before Closing, Seller will notify Buyer promptly, and Buyer may (a) proceed to Closing with an assignment of Seller's insurance proceeds relating to the damage plus a credit for any deductible, (b) accept the Property in its damaged condition with a price adjustment agreed by the Parties, or (c) if the cost to restore exceeds _____% of the purchase price, terminate this Agreement and receive a full refund of the Deposit.

11. TITLE. Seller will convey good, marketable, and insurable title by ☐ Limited warranty deed is the customary deed for arm's-length residential resales ☐ General Warranty Deed ☐ Special Warranty Deed, free of liens and encumbrances except easements and restrictions of record that do not impair the use or value of the Property. If a title examination reveals defects, Buyer will notify Seller in writing and Seller will have _____ days to cure. If defects are not cured, Buyer may (a) extend the cure period, (b) accept title as-is, or (c) terminate this Agreement and receive a full refund of the Deposit.

12. CLOSING COSTS AND PRORATIONS. Unless stated otherwise here, Buyer pays: closing/settlement fees, title search and owner's title insurance, and recording fees for the deed. Seller pays: real Estate Transfer Tax, O.C.G.A. 48-6-1: \$1.00 for the first \$1,000 of consideration plus \$0.10 per additional \$100 (effectively \$1 per \$1,000); PT-61 transfer tax declaration e-filed with every deed on the deed (unless otherwise agreed or required by local custom), satisfaction and release of existing liens, and Seller's own payoff costs. Real estate taxes, assessments, HOA/condo dues, and utilities will be prorated as of the date of Closing. Other terms:

13. DEFAULT. If Buyer defaults after the Inspection Period and Seller is not in default, Seller's sole and exclusive remedy is to receive and retain the Deposit as agreed liquidated damages, and this Agreement terminates. If Seller defaults, Buyer may (a) terminate and receive a full refund of the Deposit, or (b) seek specific performance of this Agreement.

14. NO COMMISSIONS. The Parties represent that no real estate broker or agent is involved in this transaction unless listed here, and each Party will indemnify the other against commission claims arising from that Party's own conduct. Broker(s), if any:

GEORGIA DISCLOSURE REQUIREMENTS (SUMMARY)

No Statutory Seller Disclosure Form - Passive Concealment Doctrine (Wilhite v. Mays, 140 Ga. App. 816, 232 S.E.2d 141 (1976), aff'd 239 Ga. 31, 235 S.E.2d 532 (1977)): Georgia mandates no seller disclosure form; caveat emptor applies EXCEPT the seller must disclose known latent defects not discoverable by the buyer's due diligence - passive concealment of such defects is fraud

Condominium Resale Disclosure Package (O.C.G.A. 44-3-111 (Georgia Condominium Act)): Seller of a residential condo unit must furnish the condominium instruments and association financial/assessment information; contract is voidable by buyer until at least 7 days after all required items are furnished, and the right cannot be waived (Applies: condo only (residential condominium units).)

Stigmatized Property - No Duty to Volunteer, Duty to Answer Truthfully (O.C.G.A. 44-1-16): No liability for failing to disclose homicide/suicide/death on the property or occupant disease, but owner/agent must answer truthfully to the best of their knowledge if directly asked

Lead-Based Paint (federal, homes built before 1978): the EPA/HUD "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" must be completed and attached, and Buyer acknowledges receipt of the pamphlet "Protect Your Family From Lead In Your Home."

Closing Practice Note: Mandatory attorney-closing state: conducting a real estate closing is the practice of law reserved to Georgia-licensed attorneys (In re UPL Advisory Opinion 2003-2, 277 Ga. 472 (2003); Formal Advisory Opinion 86-5); the closing attorney directs the closing and disbursement - lay/notary-only closings are UPL; recorded instruments: Deed must be signed by the grantor and attested by TWO witnesses: one officer/official witness (notary public, O.C.G.A. 44-2-15) and one unofficial witness, signing at execution (O.C.G.A. 44-5-30, 44-2-14 as amended eff. July 1, 2015 - actual attestation required, not after-the-fact acknowledgment); defective attestation curable by subscribing-witness affidavit (O.C.G.A. 44-2-18).

15. DISCLOSURES ACKNOWLEDGED. The Parties acknowledge the disclosures summarized above. Was the residence built before January 1, 1978? ☐ Yes ☐ No. If yes, the federal lead-based paint disclosure is attached as an addendum. Is the Property subject to a homeowners' or condominium association? ☐ Yes ☐ No. Any disclosure summarized above that state law requires as a separate standalone form has been or will be delivered as such before or at the execution of this Agreement: ☐ Yes ☐ Not applicable.

16. MISCELLANEOUS. This Agreement (a) is the entire agreement of the Parties and supersedes all prior negotiations; (b) may be amended only in a writing signed by both Parties; (c) is governed by the laws of the State of Georgia; (d) is binding on the Parties and their heirs, successors, and permitted assigns; (e) may be signed in counterparts, and electronic or scanned signatures are effective as originals; (f) time is of the essence; and (g) if any provision is held unenforceable, the remaining provisions continue in effect. Notices may be delivered by email to the addresses below and are effective on transmission.

17. ADDITIONAL TERMS.

SELLER signature Date

BUYER signature Date

SELLER printed name, phone, email

BUYER printed name / entity, phone, email

SELLER 2 signature (if applicable) Date

Escrow Agent acknowledgment of Deposit Date