



**Smith &
Associates**

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Martha J Wooten

AUCTION LOCATION – Online at www.UCSmithAuctions.HiBid.com

AUCTION DATE – Friday, June 27th at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Brad Smith (Broker) of United Country Smith & Associates located at 934 East Wade St., Trenton, FL 32693 (352-463-7770) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1) Parcel ID: 004590020A; +/- 20 acres and improvements

Address: 17750 NW 65th Ave Trenton, FL 32693

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, June 27th at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (352) 463-7770 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Christie Sharp Reed at (352) 507-2556 or by email at bradsmith@ucsmith.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with United Country Smith & Associates at (352) 463-7770 or Real Estate Broker Brad Smith at (352) 221-5257.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Smith & Associates** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Gilchrist Title Services Inc. no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing. +

Gilchrist Title Services Inc.– 302 N Main St, Trenton, FL 32693; (352) 463-6403

- 9) **Closing:** Closing shall be on or before **Monday, August 11th, 2025**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the

end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 1.5% (of the High Bid Price) is offered to FL State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to bradsmith@ucsmith.com. If these steps have not been completed, a broker referral fee will not be paid.

- 19) **Pre-Auction Sales:** As an agent for the Seller, United Country | Smith & Associates must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 1.5% (of High Bid Price) is offered to a cooperating FL State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Brad Smith – United Country Smith & Associates
Owner & Real Estate Broker
934 East Wade St.,
Trenton, FL 32693
bradsmith@ucsmith.com

Individual State License #'s

Florida Real Estate Broker License # BK550985

Firm State License #'s

Florida Real Estate Firm License # BO2007205

MLS #: S794898A (Active) List Price: \$500,000

17750 NW 65th Ave Trenton, FL 32693



Total Rooms(excluding bathrooms): 6
Studio: No
Bedrooms: 3
Full Bath: 2
Half Bath: 0
Apx Total H & C SqFt: 2489
Apx Year Built: 2010

Unit #:
County: Gilchrist
Subdivision: Not in Subdivision
School District: Gilchrist
Apx Acreage: 20
Apx Lot Dimensions:
Parking: 1 Car Attached Garage, Driveway
Waterfront: No
Waterfront Ft:
Waterfront Access/Details:

Parcel ID: 004590020A		Additional Parcel ID:		Section: 26	
Legal Description: 26-10-14 0020.00 ACRES TRACT IN E1/2 OF NW1/4 OR BOOK 1377 PAGE 577				Township: 10 Range: 14	
Homestd: Yes		Tax Amt: 3496.93		PropTxYr: 2024	
				AscDue: \$0.00	
Road Frontage:		Cross Street:		Road Type: Limerock	
Mobile Home Type:		FHA Setup:			
Home Width:		Home Length:			
Waterfront Features:					
Lot Description: Rectangular					
Topography: Flat, Pasture			Fencing: Cross Fenced		
Landscaping: Cleared, Grassed, Trees				Irrigation:	
Neighborhood Amenities:					
Interior Features: Blinds, Ceiling Fans, Crown Molding, Family Room, Granite Counter, Kitchen/Dining Combo, Kitchen Island, Laundry/Utility Room, Living Room, Pendant Lighting, W/D Hookups, Walk-in Closet(s), Wood Cabinets					
Equipment/Appliances: Dishwasher, Microwave, Oven - Convection, Range Hood, Refrigerator					
Master Bedroom: 1 Master Suite, Walk-in Closet		Bathroom Features: Combo Tub & Shower, Walk-in Shower, Water Closet/Private Toilet			
Exterior Features: Barn/Stalls, Covered Patio, Covered Porch, Gutters/Downspouts, Pole Barn, Pump House, Utility Building					
Pool: Pool Type/Equipment:					
Farm Type:			Farm Amenities:		
Green Features - Certifications:			Green Features - Construction:		
Green Features - Exterior:			Green Features - Interior:		
Exterior Design: Farmhouse			Energy Features:		
Construction Type: Frame			Heating/Cooling: Central H/C-Electric		
Roof: Metal			Water Sources: Well		
Exterior Finish: HardiPlank Type			Sewer Type: Septic Tank		
Foundation: Slab			Driveway: Dirt		
Flooring: Carpet, Laminated Wood, Tile			Accessibility:		
Windows/Doors: Dual Pane Windows			Home Warranty:		
Ceilings: 9+ Ft High					
Fireplace: None					
OwnrLast: Wooten			1st Name: M		
2ndOwnrLst:			1st Name:		
Ownr Phn:		Fax:		Email:	
Owners Mailing Address:					
Owners City:		Owners State:		Owners Zip Code:	
Occupant Name:			Occupant Phone:		
Dn Pmt:		Int Rate:		LoanTerm:	
Distressed Property: Auction			Listing Type: Exclusive Right of Sale		
Special Information: Seller Property Disclosure, Sold As Is					
Limited Service : No			Services Not Provided:		
Possession: Close Of Escrow			Terms Available: Cash		
Showing Instructions: 24 Hours Notice, Appointment Only, Call Listing Agent, Call Listing Office				Occupancy: Owner	
Audio Recording in Use: No		Video Recording in Use: No		Alarm Location: Lockbox:	
Personal Items Excluded:					
Personal Items/Equipment Included:					

Directions: From Trenton, Head west on FL-26 W/E Wade St toward N Main St, Turn left onto SW Co Rd 341, Turn right onto SW 100 St/NW 180 St, Turn left onto NW 65th Ave/NW 73 Terrace. The road will dead end and property will be on your left hand side. Look for the UNITED COUNTRY SMITH AND ASSOCIATES signs.

Public Comments: Auction Property: List price may not reflect final sales price. List price is starting bid and non-reflective of value. Auction Ends Friday, June 27th at 3 PM. Welcome to this well-maintained 3-bedroom, 2-bath home offering 2,489 square feet of comfortable living space, all nestled on 20 peaceful acres in Trenton, FL. This spacious home has been thoughtfully cared for and offers a warm, inviting layout perfect for family living or entertaining. Inside, you'll find generous living areas and a partially finished attic that provides excellent additional storage space or potential for future expansion. Step outside and enjoy the wide-open views and versatility this property offers. The land is fully cross-fenced, ideal for livestock, horses, or a variety of agricultural uses. A large pole barn with attached enclosed storage adds practicality for farm equipment, tools, or recreational vehicles. Additionally, an enclosed barn with stalls is ready for animals, making this property a great fit for equestrians or hobby farmers. Located just a short drive from local amenities, this property combines the best of rural living with modern

comfort. Whether you're looking for a working farm, a peaceful homestead, or room to grow, this property has it all. Come experience the charm and opportunity of country living in Gilchrist County.

Agent Comments: Visit UCSmithAuctions.com to download a bidder packet. Auction is subject to prior sale. Buyer to verify all information. Visit UCSmithAuctions.com to download a bidder packet. Auction is subject to prior sale. Buyer to verify all information. Submit offers to christie@ucsmith.com.

List Date: 5/14/2025 **Expire Date:** 11/28/2025 **Original List Price:** \$500,000 **Days on Market:** 1 **CDOM:**

Pending Date: **Pending Comments:**

Contract Contingencies: **Expected Closing Date:**

Contingency Comment:

Display on Internet: Yes **Display Address:** Yes **Allow AVM:** No **Allow Comments:** No

Auctioneer's Price Range: **Auction Date:**

Listing Office: United Country Smith & Associates Trenton (#:45)
Main: (352) 463-7770
Fax: (352) 493-0222

Listing Agent: Brad Smith (#:27)
Contact #: (352) 221-5256
Agent Email: bradsmith@ucsmith.com

Title Company: Gilchrist Title Services Inc.
Title Address: 302 N. Main St.

Title Office Email: orders@gilchristtitle.com
Title Phone: (352) 463-6403
Title Phone:

Information Herein Deemed Reliable but Not Guaranteed

Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****

Contour



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. ****



Neighborhood

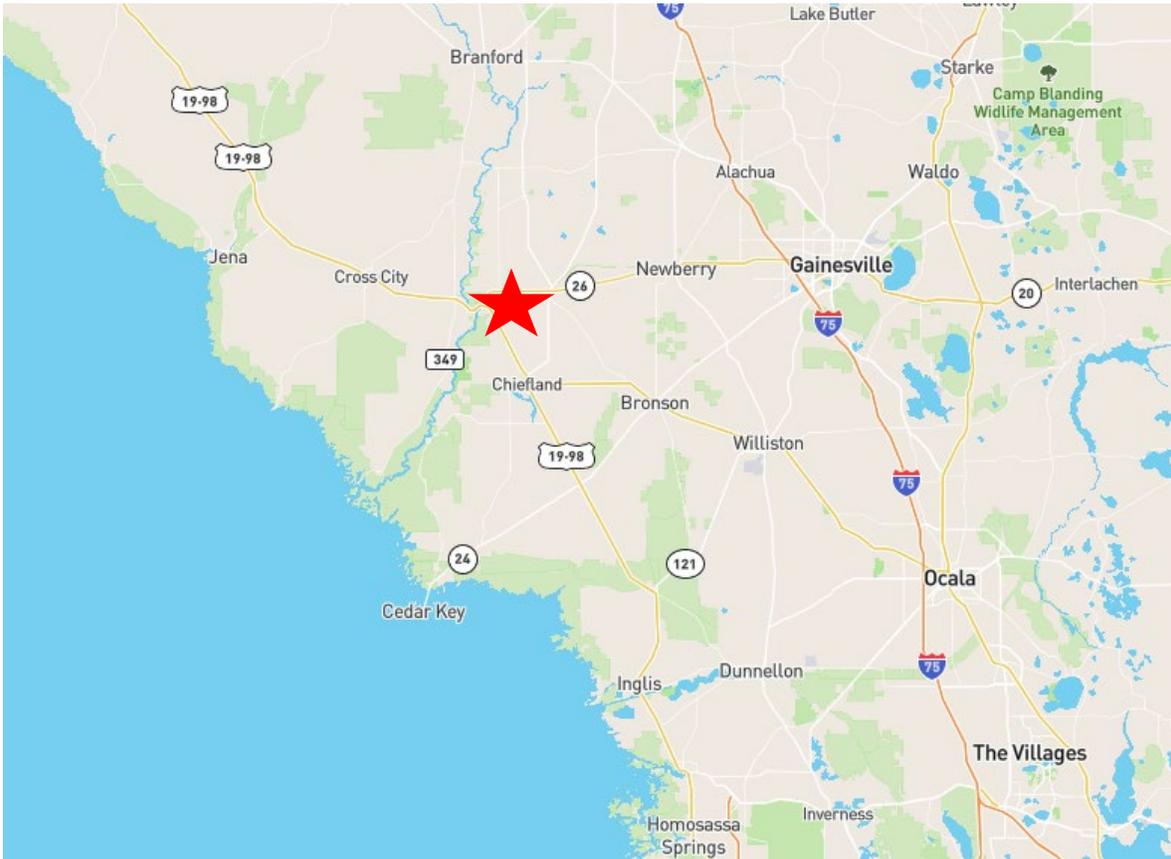
17750 NW 65th Ave
Trenton, FL 32693





Location

17750 NW 65th Ave
Trenton, FL 32693



Levy County, FL

Hurricane Damage Form

ATTENTION: This is not for FEMA.

Hurricane Damage Form

Application for Catastrophic Event Tax Refund

ATTENTION: Please read instructions carefully

Instructions

Application for Catastrophic Event Tax Refund

Summary

Parcel ID 004590020A
 Location Address 17750 NW 65 AVE
 TRENTON 32693-
 Neighborhood 03.00 (3)
 Legal Description* 26-10-14 0020.00 ACRES TRACT IN E1/2 OF NW1/4 OR BOOK 1377 PAGE 577
 *The legal description shown here may be condensed, a full legal description should be obtained from a recorded deed for legal purposes.
 Property Use Code PASTURE LAND 1 (6000)
 Subdivision N/A
 Sec/Twp/Rng 26-10-14
 Tax District SUWANNEE RIVER WT (District SR)
 Millage Rate 13.8996
 Acreage 20.000
 Homestead Y
 Ag Classification Yes

[View Map](#)

Owner

Owner Name [Wooten Martha J 100%](#)
 Mailing Address 17750 NW 65TH AVE
 TRENTON, FL 32693

Trim Notice

Trim Notice (PDF)

Estimate Taxes

Estimate Taxes

Valuation

	2025 Preliminary Value
	Summary
Building Value	\$458,604
Extra Features Value	\$22,074
Market Land Value	\$185,740
Ag Land Value	\$10,788
Just (Market) Value	\$666,418
Assessed Value	\$286,672
Exempt Value	\$55,722
Taxable Value	\$230,950
Save Our Homes Benefit	\$204,794
Previous Year Value	\$640,438

Exemptions

Homestead	2nd Homestead	Widow/er	Disability	Seniors	Veterans	Other
25000	25722	5000				

Building Information

Building	1	Roof Cover	METAL
Actual Area	3923	Heating Type	FORCED AIR DUCTED
Conditioned Area	2489	Air Conditioning	CENTRAL
Actual Year Built	2010	Baths	2
Effective Year Built	2010		
Use	SINGLE FAMILY 1		
Exterior Wall	HARDIE BOARD		
Roof Structure	GABLE OR HIP		

Description	Conditioned Area	Actual Area
BASE	2489	2489
FINISHED OPEN PORCH	0	504
FINISHED GARAGE	0	600
FINISHED OPEN PORCH	0	330
Total SqFt	2489	3923

Extra Features

Code Description	BLD	Length	Width	Height	Units
PARKING PAD	1	40	22	0	880
CHAIN FENCE 5	1	0	0	0	480
SHED-B	1	56	36	0	2016
DU-C STORAGE	1	24	12	0	288

Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Home Site 3 Non Ag	0	0	1	AC	\$6,000
PASTURE	0	0	19	AC	\$4,788
VAC LAND	0	0	19	AC	\$179,740

Sales

Sale Date	Sale Price	Instrument		Qualification	Vacant/Improved	Grantor	Grantee
		Type	Book Page				
1/27/2016	\$469,000.00	WD	1377 577	Q	I	KIRKLAND DAVID A & TONYA R	WOOTEN LESLIE E & MARTHA J
5/26/2009	\$100,000.00	WD	1163 482	Q	V	HIPPELI FREDRICK & PATRICIA	KIRKLAND DAVID A & TONYA R
12/1/2003	\$55,000.00	WD	865 656	Q	V	DELUNA FRANK VB & DENICE B	
7/1/1999	\$30,000.00	WD	683 767	Q	V	BROTHERTON DAVID E & GAYL M	

Map



No data available for the following modules: Photos.

Levy County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.
[User Privacy Policy](#) | [GDPR Privacy Notice](#)
 Last Data Upload: 5/13/2025, 7:36:42 PM

Contact Us

Developed by
 SCHNEIDER
 GEOSPATIAL

“AS IS” Residential Contract For Sale And Purchase
THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* PARTIES: Martha Wooten ("Seller"),
2* and (Buyer"),

3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):

6 1. PROPERTY DESCRIPTION:
7* (a) Street address, city, zip: 17750 NW 65th Ave Trenton 32693
8* (b) Located in: Levy County, Florida. Property Tax ID #: 004590020A
9* (c) Real Property: The legal description is 26-10-14 0020.00 ACRES TRACT IN E1/2 OF NW1/4 OR BOOK
10 1377 PAGE 577

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
13 by other terms of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods
17 and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s),
18 television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox
19 keys, and storm shutters/storm protection items and hardware ("Personal Property").
20 Other Personal Property items included in this purchase are:

21* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
22 (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

26 2. PURCHASE PRICE (U.S. currency): \$

27* (a) Initial deposit to be held in escrow in the amount of (checks subject to Collection) \$ 5,000.00

28* The initial deposit made payable and delivered to "Escrow Agent" named below
29 (CHECK ONE): (i) [] accompanies offer or (ii) [] is to be made within (if left blank,
30 then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii)
31 SHALL BE DEEMED SELECTED.

32 Escrow Agent Name: GILCHRIST TITLE SERVICES
33* Address: 302 N Main St, Trenton, FL 32693 Phone: (352)463-6403
34* Email: orders@gilchristtitle.com Fax:

35* (b) Additional deposit to be delivered to Escrow Agent within (if left blank, then 10)
36* days after Effective Date \$
37* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38 (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....

39* (d) Other: \$

40* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41 transfer or other Collected funds (See STANDARD S) \$

42* 3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

43 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
44 June 27, 2025, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
45* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
46 the counter-offer is delivered.

47 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
48 initialed and delivered this offer or final counter-offer ("Effective Date").

49 4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are
50 received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be
51 furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of
52

53 * this Contract, the Closing shall occur on August 11, 2025 ("Closing Date"), at the time
54 established by the Closing Agent.

55 **5. EXTENSION OF CLOSING DATE:**

56 (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial
57 Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is
58 checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be
59 extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7
60 days.

61 (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the
62 unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be
63 extended as provided in STANDARD G.

64 **6. OCCUPANCY AND POSSESSION:**

65 (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property
66 to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all
67 personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and
68 codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss
69 to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and
70 shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-
71 CLOSING OCCUPANCY BY BUYER.

72 (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
73 subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after
74 Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof
75 shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all
76 within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of
77 occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such
78 election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the
79 Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s)
80 and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not
81 be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after
82 Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

83 * **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84 * this Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.
85 IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

86 **FINANCING**

87 **8. FINANCING:**

88 * (a) This is a cash transaction with no financing contingency.

89 * (b) This Contract is contingent upon, within _____ (if left blank, then 30) days after Effective Date ("Loan
90 * Approval Period"): (1) Buyer obtaining approval of a conventional FHA VA or other _____
91 * (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** fixed, adjustable, fixed or
92 * adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left
93 * blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30)
94 years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation
95 of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required
96 for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

97 * (i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date
98 and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of
99 Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this
100 Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval
101 unless Rider V is attached.

102 Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall
103 be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes,
104 but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender
105 and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

106 (ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's
107 mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions
108 of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8b(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

(c) Assumption of existing mortgage (see Rider D for terms).

(d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Seller's Closing Services
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11, a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9(c)(iii) is checked)
- Buyer's Closing Services

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance, or other evidence of title covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium and title search (collectively, "Owner's Policy and Charges") shall be paid as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search"

165 means a search of records necessary for the owner's policy of title insurance to be issued without exception for
166 unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body,
167 authority or agency.

168 **"Closing Services" shall have the meaning ascribed to that term in Section 627.7711(1)(a), F.S.; each party**
169 **shall bear their own Closing Services fees payable to Closing Agent or such other provider(s) as each**
170 **party may select.**

171 **(CHECK ONE):**

172 * (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges. Buyer shall pay premiums
173 for any lender's title policy and endorsements; or

174 * (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and premiums for any
175 lender's title policy and endorsements; or

176 * (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent and pay for
177 premiums for owner's title policy, any lender's title policy and endorsements, and any post-Closing continuation.
178 Seller shall pay actual costs for: (A) a title search or continuation of title evidence acceptable to Buyer's title
179 * insurance underwriter, not to exceed \$_____ (if left blank, then \$200.00); (B) tax search; and (C)
180 municipal lien search.

181 (d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property
182 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
183 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

184 * (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
185 * _____ at a cost not to exceed \$_____. A home
186 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
187 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

188 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
189 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
190 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
191 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
192 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
193 be paid in installments **(CHECK ONE):**

194 * (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
195 Installments prepaid or due for the year of Closing shall be prorated.

196 * (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body
197 to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be
198 deemed selected for such assessment(s).

199 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

200 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
201 (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to
202 Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

203 DISCLOSURES

204 10. DISCLOSURES:

205 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
206 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
207 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
208 radon and radon testing may be obtained from your county health department.

209 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller
210 does not know of any improvements made to the Property which were made without required permits or made
211 pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79,
212 F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then
213 Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession,
214 knowledge, or control relating to improvements to the Property which are the subject of such open permits or
215 unpermitted improvements.

216 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or
217 desires additional information regarding mold, Buyer should contact an appropriate professional.

218 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
219 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
220 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

221 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and
222 Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or
223 flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage
224 through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer
225* may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after
226 Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
227 obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone
228 designation of Property.

- 229 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure
230 required by Section 553.996, F.S.
- 231 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
232 mandatory.
- 233 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS
234 CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'
235 ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- 236 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
237 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO
238 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
239 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
240 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
241 COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- 242 (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if
243 Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer
244 and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller
245 is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status,
246 under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD
247 V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax
248 advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to
249 FIRPTA.
- 250 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are
251 not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding
252 sentence, Seller extends and intends no warranty and makes no representation of any type, either express or
253 implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller
254 has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected
255 building, environmental or safety code violation.

256 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

257 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
258 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
259 IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

260 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

- 261* (a) ***PROPERTY INSPECTIONS AND RIGHT TO CANCEL: Buyer shall have 0 (if left blank, then 15)
262 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
263 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
264 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering
265 written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely
266 terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall
267 be released of all further obligations under this Contract; however, Buyer shall be responsible for
268 prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting
269 from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the
270 preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to
271 terminate granted herein, Buyer accepts the physical condition of the Property and any violation of
272 governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to
273 Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all
274 repairs and improvements required by Buyer's lender.***

- 275 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior
276 to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and
277 follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal
278 Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS
279 Maintenance Requirement and has met all other contractual obligations.
- 280 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection
281 of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans,
282 written documentation or other information in Seller's possession, knowledge, or control relating to
283 improvements to the Property which are the subject of such open or needed permits, and shall promptly
284 cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve
285 such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,
286 consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs
287 or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to
288 expend, any money.
- 289 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
290 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
291 to Buyer.

292 **ESCROW AGENT AND BROKER**

293 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
294 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
295 within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this
296 Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands
297 for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such
298 actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities
299 under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties
300 agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of
301 the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An
302 attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all
303 parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of
304 accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with
305 provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation,
306 arbitration, interpleader or an escrow disbursement order.

307 In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
308 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
309 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent
310 shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to
311 Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or
312 termination of this Contract.

313 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
314 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
315 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
316 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
317 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
318 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
319 GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND
320 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,
321 WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
322 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
323 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at
324 all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with
325 or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
326 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
327 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
328 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
329 recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services
330 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

331 Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and
332 paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve
333 Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker
334 will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

335 **DEFAULT AND DISPUTE RESOLUTION**

336 **15. DEFAULT:**

337 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
338 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit
339 for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and
340 in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under
341 this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's
342 rights under this Contract.

343 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
344 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
345 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
346 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
347 performance.

348 This Paragraph 15 shall survive Closing or termination of this Contract.

349 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and 350 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled 351 as follows:

352 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
353 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
354 16(b).

355 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
356 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
357 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
358 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
359 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
360 16 shall survive Closing or termination of this Contract.

361 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted 362 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in 363 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover 364 from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the 365 litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

366 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

367 **18. STANDARDS:**

368 **A. TITLE:**

369 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
370 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall
371 be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at
372 or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance
373 in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property,
374 subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions,
375 prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the
376 Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of
377 entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than
378 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and
379 subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach
380 addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing
381 any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall
382 be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance
383 with law.

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

384 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller
385 in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is
386 delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of
387 receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days (“Cure Period”) after
388 receipt of Buyer’s notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer
389 shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver
390 written notice to Buyer (with proof of cure acceptable to Buyer and Buyer’s attorney) and the parties will close this
391 Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer’s receipt of Seller’s notice). If
392 Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,
393 deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which
394 Seller shall continue to use reasonable diligent effort to remove or cure the defects (“Extended Cure Period”); or
395 (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has
396 passed, within the earlier of 10 days after end of Extended Cure Period or Buyer’s receipt of Seller’s notice), or (c)
397 electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all
398 further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and
399 Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit,
400 thereby releasing Buyer and Seller from all further obligations under this Contract.

401 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
402 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
403 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
404 such matters, together with a copy of Survey, to Seller within 5 days after Buyer’s receipt of Survey, but no later
405 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
406 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
407 prior survey, Seller shall, at Buyer’s request, execute an affidavit of “no change” to the Real Property since the
408 preparation of such prior survey, to the extent the affirmations therein are true and correct.

409 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
410 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

411 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
412 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
413 deposits paid by tenant(s) or occupant(s) (“Estoppel Letter(s)”). If Seller is unable to obtain such Estoppel Letter(s)
414 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller’s affidavit
415 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
416 Seller’s affidavit, if any, differ materially from Seller’s representations and lease(s) provided pursuant to Paragraph
417 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller’s affidavit, Buyer may deliver written notice to Seller
418 within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this
419 Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under
420 this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller’s obligations
421 thereunder.

422 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
423 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
424 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
425 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
426 general contractors, subcontractors, suppliers and materialmen in addition to Seller’s lien affidavit setting forth
427 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges
428 for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been
429 paid or will be paid at Closing.

430 **F. TIME: Time is of the essence in this Contract.** Calendar days, based on where the Property is located, shall
431 be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3,
432 any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
433 inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5
434 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or
435 Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a
436 day on which a national legal public holiday is observed.

437 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to exercise or perform any right or obligation under
438 this Contract or be liable to each other for damages so long as performance or non-performance of the right or
439 obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

caused or prevented by a Force Majeure event. “Force Majeure” means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee’s, personal representative’s, or guardian’s deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent (“Closing Agent”) designated by the party paying for the owner’s policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner’s possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer’s lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department’s Financial Crimes Enforcement Network (“FinCEN”) Geographic Targeting Order (“GTO”), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent’s collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller’s title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller’s mortgagee will be paid to Seller. Taxes shall be prorated based on current year’s tax. If Closing occurs on a date when current year’s millage is not fixed but current year’s assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

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is available, taxes will be prorated based upon such assessment and prior year’s millage. If current year’s assessment is not available, then taxes will be prorated on prior year’s tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year’s millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party’s request, be readjusted upon receipt of current year’s tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty (“Casualty Loss”) and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property “as is” together with the 1.5% or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller’s sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code (“Exchange”), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker’s real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida’s Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: “Collection” or “Collected” means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent’s accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code (“Code”) requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS (“STANDARDS”) CONTINUED

554 (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate
 555 from the IRS authorizing a reduced amount of withholding.
 556 (i) No withholding is required under Section 1445 of the Code if the Seller is not a “foreign person”. Seller can
 557 provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury,
 558 stating that Seller is not a foreign person and containing Seller’s name, U.S. taxpayer identification number and
 559 home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer
 560 shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds
 561 to the IRS.
 562 (ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced
 563 or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the
 564 reduced sum required, if any, and timely remit said funds to the IRS.
 565 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has
 566 provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
 567 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller
 568 on the transfer and, at Buyer’s option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in
 569 escrow, at Seller’s expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the
 570 parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted
 571 directly to the IRS if the Seller’s application is rejected or upon terms set forth in the escrow agreement.
 572 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
 573 transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the
 574 applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for
 575 disbursement in accordance with the final determination of the IRS, as applicable.
 576 (v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms
 577 8288 and 8288-A, as filed.

W. RESERVED

579 **X. BUYER WAIVER OF CLAIMS:** *To the extent permitted by law, Buyer waives any claims against Seller*
 580 *and against any real estate licensee involved in the negotiation of this Contract for any damage or defects*
 581 *pertaining to the physical condition of the Property that may exist at Closing of this Contract and be*
 582 *subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This*
 583 *provision does not relieve Seller’s obligation to comply with Paragraph 10(j). This Standard X shall survive*
 584 *Closing.*

ADDENDA AND ADDITIONAL TERMS

586 * **19. ADDENDA:** The following additional terms are included in the attached addenda or riders and incorporated into this
 587 Contract **(Check if applicable):**

- | | | |
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| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> B. Homeowners’ Assn. | <input type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> CC. Miami-Dade County
Special Taxing District
Disclosure |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> DD. Seasonal/Vacation
Rentals |
| <input type="checkbox"/> E. FHA/VA Financing | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> EE. PACE Disclosure |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> T. Pre-Closing Occupancy | <input type="checkbox"/> FF. Credit Related to Buyers
Broker Compensation |
| <input type="checkbox"/> G. Short Sale | <input type="checkbox"/> U. Post-Closing Occupancy | <input type="checkbox"/> GG. Sellers Agreement with
Respect to Buyers Broker
Compensation |
| <input type="checkbox"/> H. Homeowners’/Flood Ins | <input type="checkbox"/> V. Sale of Buyer’s Property | <input checked="" type="checkbox"/> Other: <u>AUCTION ADDENDUM</u>
<u>TO PURCHASE AND</u>
<u>SALE CONTRACT</u> |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> W. Back-up Contract | |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> X. Kick-out Clause | |
| <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> Y. Seller’s Attorney Approval | |
| <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> Z. Buyer’s Attorney Approval | |
| <input type="checkbox"/> M. Defective Drywall | | |
| <input type="checkbox"/> N. Coastal Construction
Control Line | | |

588 * 20. **ADDITIONAL TERMS:** Property is being sold as-is not subject to financing or inspections. 10% Buyer
589 Premium of \$ _____ has been added to final bid price of \$ _____ to arrive at the final contract
590 price of \$ _____.
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606 **COUNTER-OFFER**

607 * Seller counters Buyer's offer.

608 **[The remainder of this page is intentionally left blank.**
609 **This Contract continues with Line 610 on Page 13 of 13.]**

Auction Addendum to Purchase and Sale Contract

The following provisions are made a part of the Contract for Sale and Purchase or Residential Sale and Purchase Contract between Martha Wooten (Seller) and _____ (Buyer) concerning the Property located at 17750 NW 65th Ave, Trenton, FL 32693.

- Buyer Premium:** Buyer shall pay 10.000 % of the high bid price (hereinafter "Buyer Premium"). The Buyer Premium is in addition to the final high bid price and will be paid to the Auctioneer. The contract price is the high bid price plus the Buyer Premium.
- Financing:** Buyer will pay cash for the Property with **no** financing contingency.
- Closing Costs and Fees:** The parties will pay the following costs and fees:

Recording fees for the deed	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller	<input type="checkbox"/> N/A
Satisfaction of mortgage and recording fees	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Documentary stamp taxes on the deed	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Owner's title policy	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Title search	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A
Tax search fee	<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller	<input type="checkbox"/> N/A

- Property Inspection and Repair:** The inspection, repair and walk-through provisions of the Contract are deleted. **Buyer** agrees to accept the Property in "as is" condition. Unless agreed otherwise by **Buyer** and **Seller**, **Buyer** may perform only a visual inspection of the Property prior to the auction. **Seller** shall not be liable to make any repairs. If **Seller** has a copy of a home inspection report on the Property, **Seller** shall furnish **Buyer** with such copy within five days after Effective Date. **Buyer** shall not have a right to cancel the Contract pursuant to the results of the home inspection. **Seller** shall maintain the Property in the same condition from Effective Date until Closing except for normal wear and tear.

This addendum amends the above-referenced Contract between **Seller** and **Buyer**. All other non-conflicting provisions of that agreement remain in full force and effect.

SELLER	DATE	SELLER	DATE
Martha Wooten			

BUYER	DATE	BUYER	DATE