



**AUCTIONS OF THE SOUTH, LLC**

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Madison, FL 32340  
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United Country Auctions of the South, LCC  
Vivian Searcy, Broker  
Stephen F Burton, Assoc. Broker/ Auctioneer  
FL RE Lic #: 517388 / AU 649

Date August 5<sup>th</sup>, 2017

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to Sell through UNITED COUNTRY AUCTIONS OF THE SOUTH, LLC and the undersigned Broker, herein referred to collectively as "Broker" all that tract or parcel of land, with any improvements, therein, in the State of Florida, County of Marion City of NA Land Lot(s) NA of the NA Land District, further described as: TRACT # NA Parcel(s) # NA Acres (+) 211 as shown on the attached brochure: Marion Co Tax PIN #: 17369-009-00 and/or 17369-017-00 . Physical Address: SW36th St., Dunnellon, FL. See Exhibit "A" for Legal Description.

The Purchase Price of Said Property shall be as follows: (If offered by the acre)

Seller's Initials  
\_\_\_\_\_  
Buyer's Initials  
\_\_\_\_\_

Bid Price \$ \_\_\_\_\_ Per Acre + \$ \_\_\_\_\_ Per Acre  
(10% Buyers Premium)  
= \$ \_\_\_\_\_ Per Acre for an Approximate Contract Price of \$ \_\_\_\_\_  
Total Per/Acre See Special Stipulation #5 if surveyed.  
X 15% = \_\_\_\_\_  
(Earnest Money Binder)

**OR** - The Purchase Price of Said Property shall be as follows: (If offered as a whole) \$ \_\_\_\_\_

Seller's Initials  
\_\_\_\_\_  
Buyer's Initials  
\_\_\_\_\_

(Bid Amount)  
(+) \$ \_\_\_\_\_  
(10% Buyer's Premium)  
(-) \$ \_\_\_\_\_  
(Lump Sum Sale Price)  
(x 15%) = \$ \_\_\_\_\_  
(Earnest Money Binder)

Purchaser has paid to Levy Abstract and Title Company, receipt whereof is hereby acknowledged by such Broker, \$ \_\_\_\_\_ as earnest money not to be deposited until contract accepted by both Seller and Purchaser.

The closing to be in (to be determined) on or before the 7th day of September, 2017.

Seller to furnish a marketable title to said property and agrees to convey said property by Warranty Deed to Purchaser at time sale is consummated, subject to:

(1) All valid restrictions of record (2) Zoning ordinances affecting the same (3) Encumbrances as specified in contract (4) Existing leases. Purchaser assumes Seller's responsibilities under said leases to tenant and to Broker who negotiated such leases unless otherwise stated.

The Purchaser shall have reasonable time after acceptance of this contract in which to examine title and in which to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a period of one hundred twenty days (120) after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within such time, then it is the option of the Purchaser, evidenced by written notice to Seller, to declare this contract null and void.

Seller and purchaser agree that such papers as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at time sale is consummated.

In negotiating this contract broker has rendered a valuable service, for which reason the Broker negotiating this contract is made a party of the contract to enable Broker to enforce his commission rights hereunder against the parties herein on the following basis: Seller agrees if the sale is not consummated because of Seller's inability, failure or refusal to convey marketable title, Seller shall pay full commission to Broker, and Broker shall return earnest money binder to the Purchaser.

Purchaser agrees that if fails or refuses to consummate transaction for any reason, except lack of marketable title in Seller, Purchaser shall pay Broker full real estate commission, hereinafter provided and in such event Broker shall apply earnest money deposited by Purchaser toward payment of real estate commission, and turn balance thereof, if any, over to the Seller, as liquidated damages of Seller, if Seller claims balance as his liquidated damage. Purchaser agrees that thereupon, Broker is released from any and all liability for return of earnest money to Purchaser. Further, Seller and Purchaser agrees that if sale is not consummated because of the failure, inability or refusal, that the party failing to consummate the sale shall be responsible for the