

CANNON COUNTY CHANCERY COURT

**Dana Davenport, Clerk & Master
200 West Main Street
Woodbury, TN 37190
615-563-5936**

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT of sale made this **23rd** day of **September 2021**, by and between **DANA DAVENPORT, SPECIAL COMMISSIONER** (hereinafter "Seller") and

(hereinafter "Buyer(s)");

Acknowledges that the undersigned was the highest bidder at a court sale held in the cause of ESTATE of JOHNNY HOYT HOLT. CASE NO: 20-263

WITNESSETH

Seller, in consideration of the sum and the amount of \$ _____ as earned money to be held in trust by the Seller and in part payment of the purchase price, has this day sold **AT PUBLIC AUCTION** and does hereby agree to convey by a good and valid Clerk & Master's Deed to said Buyer(s), or to such person as Buyer(s) may in writing direct, the following described real estate located in Cannon County, TN, to wit; for source of title reference is made to Record Book 172, Page 448, Register's Office for Cannon County, TN and for identification reference is made to Map 0390, Group D, Parcel 22.00, Office of the Property Assessor for Cannon County, TN.

PROPERTY DESCRIPTION

House & lot

ADDRESS

302 Terrace Lane
Woodbury, TN 37190

CONSIDERATION

Buyer(s) agree(s) to purchase said real estate and to pay therefore the sum of _____, upon the following terms;

TERMS:

- MONEY DOWN:** \$ _____ **DUE TODAY SEPTEMBER 23RD, 2021.**
- BALANCE DUE:** Balance of _____ to be paid at closing within thirty (30) days of court approval.
- CLOSING:** Closing shall take place within thirty (30) days after the court approval of the sale.
- TAXES:** The 2021 Property Taxes will be prorated and due upon closing of property.
- FORM OF DEED:** Seller(s) shall deliver a Clerk & Master's Deed to Buyer(s) within thirty (30) days of court approval of sale.
- DEFAULT BY SELLER:** If the Seller is unable to make conveyance and give title as herein agreed, all earnest money shall be refunded to Buyer(s) and all obligations of either party hereto shall cease and no longer be in effect.
- DEFAULT BY BUYER(S):** Should Buyer(s) default in the performance of this contract on His/Her/Their part at the time and in the manner specified, then, at Seller(s) option, the down payment shall be retained as partial liquidated damages, which retention, however, shall not prevent suit by Seller(s) for the specific performance of this contract. Failure or inability of buyer to secure financing for all or a portion of the purchase price amount referenced above shall be considered "default" for the purposes of this section.
- MISCELLANEOUS:** -This property is sold **AS IS** with **NO WARRANTIES** as to the inhabitability or condition of the same. Further, the parties acknowledge that Seller(s) has made no representations as to the inhabitability or condition of the property;
-THIS AUCTION IS SUBJECT TO COURT APPROVAL;
-Buyer(s) may, at HIS/HER/THEIR expense, obtain a home inspection or survey **PRIOR** to closing; failure of a home inspection **DOES NOT** alleviate Buyer(s) obligations from terms of this contract.

Following confirmation by the Court, the undersigned shall receive a Clerk & Master's Deed in the name of:

ONCE SALE HAS BEEN APPROVED BY THE COURT ALL REAL ESTATE CLOSINGS WILL BE CONDUCTED BY TRI STAR TITLE, PUBLIC SQUARE, WOODBURY, TN 37190. 615-563-7827.

IN WITNESS WHEREOF the parties have hereunto subscribed their names on this day and year first above written.

DANA DAVENPORT, SPECIAL COMMISSIONER
200 West Main Street
Woodbury, TN 37190
615-563-5936

Buyer(s):

Address:

Phone:

Buyer(s):

Address:

Phone: