

OGLESBY & COMPANY, Inc.  
2745 Grace Manor, Lakeland, FL 33812  
PH: (863) 533-7900

**CONTRACT FOR SALE AND PURCHASE**

**POLK**  
**COUNTY**

**FLORIDA**  
**STATE**

**June 12, 2021**  
**MONTH/DATE/YEAR**

**Buyer:**  
**Address:**  
**City:**  
**Phone:**

**Seller: Owner of record**  
**Address:**  
**City:**  
**Phone:**

Buyer hereby offers to purchase the following described property based upon the following terms:  
Property Location: **Property located at 4056 Cedar Avenue SE, Highland City, FL 33846, Polk County PIN: 24-29-14-283000-070930.**

**TOTAL PURCHASE PRICE of said property is: \$ \_\_\_\_\_.**

**Shall be paid as follows, to-wit: \$ \_\_\_\_\_ Deposit Day of Sale .**

**Earnest Money Deposit Held By: Putnam, Creighton, and Airth, PA**

**Balance due at Closing but subject to Proration and adjustments. See Below: \$ \_\_\_\_\_**

**Balance Payable as follows: In full at Closing, on or before: July \_\_\_\_\_, 2021**

- Title Insurance:** At the closing of this transaction, the Seller shall have issued by **Putnam, Creighton, and Airth, PA**, a commitment for title insurance agreeing to insure title to said property and upon closing, the Seller & Buyer shall split the cost of the purchase equally and have delivered to the Buyer, a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record.
- Closing Date:** In the event the title shall be proven to be uninsurable, the Seller shall have a period of thirty (30) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to the Buyer or their attorney. Upon the Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to the Buyer upon demand and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before **August \_\_\_\_\_, 2021**. If any necessary closing documentation is not available on the closing date, then Seller may, at his sole option, extend closing date up to thirty (30) days.
- Conveyance:** Seller agrees to convey title to the aforesaid property to the Buyer By **Warranty Deed**, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulation.
- Recording Costs:** The required documentary stamps shall be placed on the deed by the Seller. The Buyer shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax, recording costs, document preparation and any other costs commonly associated with a mortgage. Unless otherwise specified herein, the form of the mortgage will be in a form typically used by lenders in the area for this type of property.
- Acceptance:** This instrument shall become effective as a contract when signed by the Agent, Buyer, and Seller. If not signed by all parties on or before **June 19, 2021** any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon the Buyer through the date stated in this paragraph 5. A legible facsimile copy of this contract and any signatures hereon shall be considered for all purposes as an original.
- Binding Contract:** This contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto   ) (none attached   ). If not understood, seek competent advice prior to signing.
- Special Agreement(s):**

By affixing your signatures below, the parties agree to each of the foregoing provisions and that Oglesby and Company Auctioneers acting as agent for the Seller.

Accepted this \_\_\_\_\_ day of July, 2021

**Buyer (s)**

**Seller (s)**

Printed Name \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Scott G. Oglesby, Broker

8. **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by prorations. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the 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 1<sup>st</sup> of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement.
9. **Full Agreement:** No agreements unless incorporated in this contract shall be binding upon the Agent, Buyer, or the Seller.
10. **Inspection:** Upon the signing of this contract, the Buyer states they have personally inspected this property, or it has been inspected by their personal representative with Power of Attorney to act in their behalf. The Buyer specifically warrants that they have performed all necessary due diligence in the inspection of this subject property including, if desired, wood destroying organisms, environmental assessments, governmental regulation inquiry and/or the condition of any improvements as this shall be deemed the sole responsibility of the Buyer. Buyer affirms that they have not relied upon any statement or representation by broker or Seller as any inducement to purchase the subject property.
11. **Assignment:** This contract may be assigned; however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.
12. **Default:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits (s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.
13. **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If the Buyer fails to perform this contract within the time herein specified, time being of the essence of this agreement, the deposit made by the Buyer shall be forfeited, and the amount of such deposit shall be divided equally between the Agent and the Seller provided, however, that the amount received or retained by the Agent shall not exceed the full amount of said commission, any excess to be paid the Seller. If the transaction shall not be closed because of refusal of the Seller to perform, then the Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.
14. **Plain Meeting:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.
15. **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of sixty (60) days thereafter, the Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this contract shall be declared canceled.
16. **Litigation:** In any litigation brought to enforce any of the terms of this Agreement, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.
17. **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.
18. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. This information is provided pursuant to Florida Statutes Code 404.056(8).
19. **"AS IS" Clause:** The undersigned Purchaser does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.
20. **Condominiums:** The Buyer hereby acknowledges that the Buyer has been provided a current copy of the Declaration of Condominium, Articles of Incorporation of the Association, By Laws and Rules of the Association, and a copy of the most recent year-end financial Information and Frequently Asked Questions and Answers Document more than three (3) Days, excluding Saturdays, Sundays, and Legal Holidays, prior to execution of this Contract.
21. **Attorney's Fees and Closing Costs:** Both Seller and Buyer shall be responsible and agree to pay a reasonable attorney's fee and closing cost.
21. **Closing Attorney Contact Information:**  
**Abel Putnam**  
**Putnam, Creighton, and Airth, PA**  
**500 S. Florida Avenue, Suite 300**  
**Lakeland, FL 33801**  
**(863) 802-1448**