

Contract for Sale of Realty

Date: 3/22/2023

The undersigned Buyer agrees to buy, and the Seller agrees to sell, all that certain tract or parcel of land in Bartow County Georgia; having an address of:

115 Woodland Drive, Cartersville, Georgia 30120

and being further described as follows:

All that tract or parcel of land lying and being in the City of Cartersville, being in Land Lot 558 of the 4th District, 3rd Section of Bartow County, Georgia; and being Lot 118 and part of Lot 119 of Terrell Heights, as per plat recorded in Plat Book 38, page 214, Bartow County, Georgia records, which plat is incorporated herein and made a part hereof by reference.

Parcel ID # C015-0008-013

The purchase price of said property shall be \$425,000.00 (Four Hundred Twenty Five Thousand Dollars and no/100s), to be paid as follows:

Conventional Financing
 Owner Financing (see special stipps for details)
 All Cash at Closing

Buyer has deposited with Seller, \$0.00 as earnest money, to be applied as part payment of the purchase price of said property at the consummation of this sale; and if sale, due to Buyer's default, is not consummated, seller may apply the earnest money toward Seller's damages caused by Buyer's default. In the event the sale is not consummated for reasons other than the default of Buyer, said earnest money is to be refunded to Buyer.

Seller agrees to furnish good and marketable title to said property and Buyer shall have a reasonable time in which to examine the same. If Buyer finds any legal defects to title, Seller shall be furnished with a written statement thereof and given a reasonable time in which to correct the same. It is agreed that such papers that may be legally necessary to carry out the terms of this contract shall be executed and delivered by the parties at interest as soon as the validity of the title to said property has been established.

This contract constitutes the sole and entire agreement between parties and no modification hereof shall be binding unless attached hereto and signed by each; and no representations, promises or inducements shall be binding upon either party except as herein stated.

The following special stipulations shall, if conflicting with the printed matter, control:

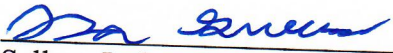
SPECIAL STIPULATIONS:

1. The closing shall take place at the law office of Leslie Vaughan Simmons (770-382-4702).
2. Closing shall take place on or before June 30, 2023.
3. All buildings, fixtures and items attached to the property shall remain.
4. Property is sold as-is, where-is, and in its current condition.
5. Taxes will be prorated as of the date of closing.

Buyer: City of Cartersville

By: 

The above proposition is hereby accepted, this 22nd day of March, 2023.



Seller: Joshua W. Gullick

ACCEPTANCE BY CITY OF CARTERSVILLE

I hereby certify that the foregoing Contract for Sale of Realty of 115 Woodland Drive (Public Works ARPA Project) was approved and accepted by the City of Cartersville in a regularly called meeting on _____, 20__ by a vote of AYE ____ NAY ____, ABSTAIN ____, and ABSENT ____.

Calvin Cooley, Mayor Pro Tem

ATTEST:

Julia Drake, Clerk