

SALES CONTRACT

The undersigned Buyer agrees to buy, and the undersigned Seller agrees to sell any and all interest in and to that tract or parcel of land, with such improvements as are located thereon, described as follows:

Location/Mailing address of: 915 Brookwood Drive, Dalton, Georgia  
Whitfield County Tax Parcel No.: 12-258-01-084  
and more fully described on Exhibit "A" attached hereto and incorporated herein.

Together with all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto and ~~all plants, trees and shrubbery now on the premises.~~

The purchase price of said property shall be ONE HUNDRED EIGHTY THOUSAND DOLLARS, (\$180,000.00).

Purchase price to be paid as follows: PROCEEDS TO SELLER AT CLOSING AFTER ALL LIENS AND ENCUMBRANCES, IF ANY, ARE PAID IN FULL.

Seller warrants that Seller presently has title to said property, and at the time the sale is consummated, Seller agrees to convey good and marketable title to said property to Buyer by Warranty Deed, subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record serving said property, (3) subdivision restrictions of record, (4) leases, other easements, other restrictions and encumbrances specified in this contract.

Buyer, if s/he elects, shall move promptly and in good faith after acceptance of this contract to examine title and to furnish Seller with a written statement of objections and if Seller fails to satisfy such valid objections within fifteen calendar days, then at the option of Buyer, evidenced by written notice to Seller, this contract shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia, as selected by Buyer, will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein.

Closing and pertinent documentation shall be handled by office of the CITY ATTORNEY. All parties hereto shall execute, at sale consummation, all paperwork the attorney deems necessary to carry out the terms of this contract.

Buyer, Buyer's agents, or representatives, at Buyer's expense and at reasonable times after normal business hours or by appointment only during business hours, shall have the right to enter upon the property for the purpose of inspecting, examining (including soil boring), testing, and surveying the property. Buyer assumes all responsibility for the acts of Buyer, Buyer's agents, or representatives in exercising Buyer's rights under this paragraph and agrees to hold Seller harmless for any damages resulting therefrom.

Seller warrants that when the sale is consummated the improvements on the property will be in the same condition as they are on the date this contract is signed by Seller, natural wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of Buyer (a) the contract may be cancelled and earnest monies returned to him, or (b) Buyer may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Buyer has been notified in writing by Seller of the amount of the insurance proceeds, if any, Seller will receive on the claim of loss; if Buyer has not been notified of said amount within forty five (45) days subsequent to the occurrence of such damage or destruction, Buyer may, at Buyer's option, cancel the contract and collect all earnest monies paid.

Time is of the essence with regard to this agreement.

This contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.

*Seller shall be Allowed to Remove Any shrubs, plants and trees from the premises prior to closing or my*

The interest of parties to this contract may NOT be transferred or assigned to a third party.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of the terms of this contract shall be binding unless in writing and attached hereto, signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto. Any and all other agreements, whether oral or written, with terms other than those herein are hereby declared null and void by all parties hereto.

2020 Real property taxes and assessments, if any, on subject property shall be prorated as of the date of closing.

Buyer shall pay State of Georgia property transfer tax at closing.

~~Seller shall select a state certified pest control operator at his/her discretion and will pay for Termite Inspection/Clearance Letter at or before closing.~~

*mf*

Sale shall be closed on or before October 30, 2020.

Buyer agrees to allow Seller to retain possession of the premises until 12:00 p.m. on the date of closing.

~~Seller warrants that all appliances remaining with the building and the heating and air conditioning systems shall be in normal operating conditions at time of closing. Buyer shall have the privilege and responsibility of making inspections of said equipment and systems prior to closing.~~

*mf*

The following special stipulations shall control if in conflict with printed material herein:

- 1.) None.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SELLER:

*Mary Lee Farmer*  
Seller: Mary Lee Farmer

Signed, sealed and delivered this  
23rd day of Oct.  
2020 in the presence of:

2020

*Judith L. Warlerough*  
Witness  
Notary Public

*Judy L. Warlerough*  
Notary Public, Whitfield County, Georgia  
My Comm. Expires 04/07/2021

BUYER:

\_\_\_\_\_  
Mayor, City of Dalton

Attest:

\_\_\_\_\_  
City Clerk