

First Title Insurance Company
1303 Carter Street
Chattanooga TN 37402
(423) 265-2507 (p) (423) 265-0764 (Fax)
E-mail Address: ftic@fticusa.com
Established 1983

OFFER TO PURCHASE REAL ESTATE AGREEMENT

Barry Lee Burson _____ (Sellers) Contact # _____
_____ Contact # _____

I (we) hereby offer to purchase the following described real estate in Walker County, Georgia known as: **prior title recorded in Deed Book 1675, Page 163, and in Deed of Correction dated December 28, 2011 not yet recorded**

I (we) will pay for said real estate **\$10,000.00 (Ten Thousand and xx/100 Dollars)** all in cash.

Deed to be made in the name of **Richard Peterson.**

The following provisions and stipulations are a part of this offer:

- 1. Closing cost to be split ½ each.** _____
- 2. Subject to clear title.** _____
- 3. Subject to Review of all restrictions.** _____
- 4. Subject to Financing.** _____

Conveyance is to be made by Warranty Deed subject to existing zoning ordinances and protective covenants and recorded restrictions applicable to the subject property.

To make this offer valid, I (we) herewith deposit with _____ the sum of **\$1,000.00**, which sum, if the sale is consummated, shall be credited on the purchase price and constitute a part of the cash payment for said property. In the event title to said property be defective and cannot be perfected within a reasonable time, or in the event this offer is not accepted by the owner within _____ days from date, then this offer shall stand revoked and the sum deposited shall be returned to me (us). Should I (we) revoke or withdraw this offer, or fail or refuse to carry out its terms then the owner may at his option, (1) retain the sum of money deposited which I (we) agree shall constitute liquidated damages for my (our) failure or refusal to abide by the terms of this offer, or (2) proceed to enforce his legal rights, if any. (It is agreed that, upon the acceptance of this contract, the services of the agent will have been substantially performed, and that his compensation therefor shall become a part of said damages.)

In event of damage (not caused by negligence of Purchaser) to improvements or land by fire or other causes before purchase is closed, then purchaser may declare this contract void and recover deposit.

In event of the default of either party hereto, and litigation ensues, a reasonable attorney's fee shall be included in the damages of the non-defaulting party recoverable together with any court costs.

Should this offer be accepted by the owner, I (we) agree to close the purchase **when papers and financing is ready.**

Taxes, interest, fire insurance and rent are to be pro-rated from **date of closing.** Owner's title insurance policy through ***First Title Insurance Company*** shall be furnished by the **** see above.** Lender's title insurance policy through ***First Title Insurance Company*** shall be furnished by the **** see above.** Warranty Deed and Closing Fees to be paid by each.

Termite inspection/letter to be furnished by the **n/a** and costs of said inspection/letter to be paid by **n/a.** If any repairs are needed they shall be paid for by **n/a** at a cost not to exceed **n/a.**

Possession of property to be secured by me (us) on or before **to be agreed upon.**

This the ____ day of _____, 2012.

RICHARD PETERSON
(Purchaser)

Contact # for Purchaser

The foregoing proposition accepted this ____ day of _____
_____, 2012.

BARRY LEE BURSON
(Seller)