WHAM
AUCTIONS • APPRAISALS • REAL ESTATE, LLC

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REAL ESTATE CONTRACT FOR SALE

A contract to purchase is offered this _____ day of _____, 2012, by _____, hereafter called purchaser to **Kro-Ho LLC,** hereinafter called Seller. Purchaser agrees to buy and Seller agrees to sell all that lot of parcel of land with the buildings and improvements thereon, if any, located in **Spartanburg County**, and being described as follows:

Tax Map #: **7-15-12-196.00** Street Address: **418 Crestview Drive, Spartanburg, SC 29306-4148.** Subject to the following conditions:

High Bid Price $ _____

Buyer's Premium (10%) $ _____

Total Contract Sales Price $_____

Earnest Money Deposit: **$2500** Check No. Received _____

Balance Due to Seller at Closing $ _____

It is understood that a good and marketable title, free of encumbrances, except subject to all reservations, easements, rights of way and restrictive covenant of record or on the premises (provided they do not make the title unmarketable) and to all government statues, ordinances, rules and regulations is to be furnished. The described property is to be sold "**AS IS-WHERE IS**" condition. The Seller or WHAM A.A.R.E., LLC give NO warranty of any kind, either expressed or implied, as to the physical or other condition of the property, or the condition of or existence of improvements, services, appliances, or systems thereto.

Purchaser has the right and responsibility to inspect or select an Inspector at Purchaser's expense to make any inspections, tests, or investigations, including but not limited to, testing for air quality, mold, radon gas and asbestos and to verify the square footage.

Purchaser will indemnify and hold Seller harmless from any liability arising as a result of any negligent acts or omissions of any inspector and/or their agent during such inspection and after such inspection will repair any damages to the property, resulting from the same.

The deed shall be prepared in the name of _____delivered at the offices of _____ or stipulated place of closing and transaction closed on or before _____. Purchaser will be given possession of said premises at time of closing.

Closing Costs: Buyer/Purchaser will pay **ALL** buyer and seller closing costs including, but not limited to deed preparation, recording fees, survey and all expenses necessary for the consummation of the sale of property. Other terms: Taxes will be prorated as of the date of closing.

In the event the Property is damaged or destroyed by fire or other casualty prior to closing, Purchaser or Seller will have the option for ten (10) days thereafter of proceeding hereunder or terminating this Contract by written notification to the other party. The parties agree that this written Contract expresses the entire agreement between the parties and that there is no other agreement, oral or otherwise, modifying the terms hereunder and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors and assigns forever.

_____ _____ _____
Purchaser(s) Date Witness to Purchaser(s)

_____ _____ _____
Seller(s) Date Witness to Seller(s)

_____ _____
WHAM AARE, LLC – Real Estate Agent Date