

GEORGIA REAL ESTATE SALE CONTRACT

THIS CONTRACT made the ____ day of _____, _____.

BETWEEN:

SELLER: [NAME OF SELLER]
[address of Seller]

AND:

BUYER: [NAME OF BUYER]
[address of Buyer]

Seller hereby agrees to sell to Buyer, or Buyer's nominee, the real property set forth below and all improvements thereon (herein referred to as the Property), and Buyer agrees to purchase said Property from the Seller on the terms and conditions set forth in this contract.

PROPERTY DESCRIPTION:

The Property is located in _____ County, State of Georgia, is commonly known as _____ [insert address of property], has approximate lot dimensions of _____ [insert approx. square footage of lot], and is legally described as follows:

[insert full legal description of property]

together with all buildings, fences, structures, appurtenances and any and all other improvements of whatever nature on said Property.

(If the legal description is not included at the time of execution, it may be attached to and incorporated herein afterward.)

1. PURCHASE PRICE AND DEED: The total purchase price to be paid for the Property by the Buyer is payable as follows:

- | | | |
|-----|--|---------------|
| (a) | Initial deposit: | ###.## |
| (b) | Sum due within ____ days after acceptance of this contract: | ###.## |
| (c) | Additional sum due at closing (not including prorations): | ###.## |
| (d) | Proceeds of new note and mortgage to be given by Buyer or any lender other than the Seller | ###.## |
| (e) | Existing mortgage on the Property which shall remain on the Property but which shall not subject Buyer to any penalty or fee or increase in the original interest rate of the mortgage | ###.## |
| (f) | Balance due Seller by promissory note of the Buyer subject to the requirements set forth in this contract | ###.## |
| (g) | Balance due Seller by Articles of Agreement for warranty deed | ###.## |
| | Total Purchase Price | ###.## |

2. APPORTIONMENT OF PURCHASE PRICE:

Land	####.##
Building	####.##
Personal Property	####.##

It is agreed that the Property will be conveyed by recordable warranty deed, with release of dower and homestead rights, subject only to general real estate taxes for the current year, covenants, conditions, restrictions of record, and easements of record, all of which must be acceptable to Buyer.

3. THE BUYER will pay for recording fees, prepaid insurance, prepaid taxes, prepaid interest and _____ [list any additional amounts to be paid by Buyer].

4. THE SELLER will pay for: [revise as required]

- (a) revenue stamps (State, county, and local);
- (b) title commitment in the amount of the purchase price from or any title insurance company duly licensed to underwrite title insurance in the State of Georgia;
- (c) survey;
- (d) attorney fees;
- (e) appraisal fee;
- (f) real estate commission;
- (g) title abstract;
- (h) title opinion letter;
- (i) FHANA mortgage discount;
- (j) photographs;
- (k) satisfaction of mortgage and recording fee;
- (l) termite inspection;
- (m) repairs or replacements required by the FHA or VA, not to exceed \$_____.