



501 WEST MAIN STREET • SEVIERVILLE, TN 37862 • www.McCarterAuction.com  
 Scott E. McCarter, Auctioneer

**AUCTION SALES CONTRACT**

This contract of sale made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the Seller(s),  
 \_\_\_\_\_ hereinafter called the Buyer(s):

The Buyer hereby agrees to purchase and Seller hereby agrees to sell this property in "As Is" condition (except conditions stated in statement of sale) located at and being: \_\_\_\_\_

in the \_\_\_\_\_ Civil District of \_\_\_\_\_ County, Tennessee.

Buyer herewith agrees to deposit with **McCarter Auction Co., Inc.** \_\_\_\_\_ percent of total purchase price, as earnest money, which is part of the purchase price.

Seller(s) agrees to furnish Warranty Deed and good and marketable title free from all encumbrances except \_\_\_\_\_

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Trust Deed & Note, Title Opinion if desired. Taxes and insurance to be pro-rated unless otherwise announced.

Title to be conveyed subject to all restrictions, easements and covenants of record, subject to zoning ordinances or laws of any governmental authority. These premises are to be in the same condition as they are as of the date of this contract, ordinary wear and tear excepted. Seller to bear risk of loss through the date of deed. In the event the premises are wholly or partially destroyed before the consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether or not he will go through with the transaction, and in the event he chooses to go through with it, all insurance damages collectible as a result of the damage or destruction shall be assigned to him, the Buyer. If he chooses not to go through with the transaction, any earnest monies held in escrow will be refunded in full.

The closing of this transaction to be on or before \_\_\_\_\_ or as soon as thereafter as necessary papers can be prepared for execution, not to exceed an additional 7 days. Possession to be given \_\_\_\_\_.

Time being of the essence of this agreement. If the Buyer shall fail or refuse to perform this agreement on Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the earnest money as liquidated damages for the breach of this agreement.

"All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

Terms and conditions will be \_\_\_\_\_ cash to seller, \_\_\_\_\_ terms as announced in statement of sale.

This contract is subject to clearance of any check given **McCarter Auction Company**.

This is a legal and binding contract. If not fully understood, contact attorney prior to signing. This contract is final and binding if property is not re-grouped.

Total Purchase Price \$ \_\_\_\_\_

By \_\_\_\_\_ Agent

Buyer's Phone: \_\_\_\_\_

Buyer's Address: \_\_\_\_\_

_____	BUYER	DATE
_____	BUYER	DATE
_____	BUYER	DATE
_____	BUYER	DATE

Names for Deed \_\_\_\_\_

Type of Payments \_\_\_\_\_