



Down Home Realty, LLLP

1305 Cleveland Ave, Ste B
Wildwood, FL 34785

Sale and Purchase Agreement

PARTIES: Elizabeth Smith (Seller),
and _____ (Buyer), agree that
Seller shall sell and Buyer shall buy the following Home and Personal Property (collectively "Property")
pursuant to the terms and conditions of this Sale and Purchase Agreement and any riders and addenda
("Contract"):

HOME LOCATION:

Street address, city, zip: 10101 SE 22ND TERR Webster FL 33597
Sunshine Village of Central FL Park, Sumter County, Florida

1. Home Description:
Manufacturer: FRAI Year: 2000
ID Number(s): 10FBAD2T5Y1013246

2. Home to be sold together with all existing improvements and fixtures, including built-in appliances,
built-in furnishings and attached wall-to-wall carpeting and flooring unless specifically excluded in
Paragraph 4 or other terms of this Contract.

3. Personal Property: Unless excluded in Paragraph 4 or by Other Terms of this Contract, the following
items which are owned by Seller and existing in the home as of the date of the initial offer are
included in the purchase: • Inventory Sheet Attached

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> Range/Oven | <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Disposal |
| <input checked="" type="checkbox"/> Washer | <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> Microwave <u>(Countertop or Built-in)</u> | |
| <input checked="" type="checkbox"/> Ceiling Fan(s) | <input checked="" type="checkbox"/> Light Fixture(s) | <input type="checkbox"/> Curtain Rods and Hardware | |
| <input checked="" type="checkbox"/> Blinds | <input type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Thermostat(s) | <input checked="" type="checkbox"/> Awnings |
| <input checked="" type="checkbox"/> Skirting | <input checked="" type="checkbox"/> Sheds | <input type="checkbox"/> Antennae | <input checked="" type="checkbox"/> Steps |
- Other: _____

4. The following items are excluded from the purchase: _____

5. **PURCHASE PRICE** (US Currency) \$ _____
a) Initial Deposit in the amount of (checks subject to Collections) \$ _____
b) Additional Deposit & Terms _____

If this offer is not accepted, community approval is not granted, title is found to be not marketable, or
other contingencies as specified cannot be met, then Deposit will be refunded to the Buyer.
Effective date of this Contract shall be the date of the last initial or signature of Seller or Buyer.

6. **CLOSING**
a) The Closing of this transaction shall occur when all funds required for closing are received by
Closing Agent and all Closing documents required to be furnished by each party pursuant to this
Contract are delivered. Unless modified by other provisions of this Contract, the Closing shall
occur on OR BEFORE _____ (Closing Date).

Buyer Initials _____ Seller Initials _____

- b) Payments to close this transaction MUST be made via Wire Transfer or Cashier's Check, subject to applicable bank fees.
- c) Seller shall receive the proceeds from the sale of the home, less liens and Seller Obligations once wire transfers have been confirmed and/or cashier's check has cleared the bank.
- d) Seller will be responsible for all park rent and utilities prior to Closing Date and Buyer will be responsible for all park rent and utilities after Closing Date.
- e) Any taxes or assessments which become a lien on the home on or before the date of closing shall be paid by Seller without proration. Any special improvements, now installed but not yet a lien, shall be assumed by Buyer.

Exceptions, if any: _____

- f) Buyer shall pay all sales tax, title transfer fees and/or other charges incidental to the transfer. Buyer shall also pay Processing and Closing Preparation fees in the amount of \$599 to Down Home Realty at Closing.

7. COMMUNITY/PARK APPROVAL

- (c) Buyer must make application to the community/park within **5 days** of the Contract Effective Date and use good faith and diligent effort to obtain approval. Buyer's failure to use good faith and diligent effort to obtain Community/Park Approval during the Approval period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Community/Park HOA. In the event Community Approval is not granted, deposit will be refunded to the Buyer.

8. FINANCING

- (a) This is a Cash Transaction with no financing contingency.
- (b) This Contract is Contingent on Buyer obtaining Financing within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period"). Buyer shall make loan application within **5 days** after the Effective date and use good faith and diligent effort to obtain approval of a loan meeting the Financing to close this Contract.
 - (d) Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.
 - (e) If Buyer is denied by lender and is unable to obtain Loan Approval within the Loan Approval Period after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller, including a copy of the lender denial letter, prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.
 - (f) If Buyer fails to timely deliver written notice provided for above to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a) had been checked. However, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

9. PROPERTY MAINTENANCE

Buyer Initials _____ Seller Initials _____

Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn and shrubbery, in the condition existing as of Effective Date.

10. PROPERTY INSPECTION

Buyer shall have _____ (if left blank, then 7) days after Effective Date ("Inspection Period") within which to have desired inspections of the Property performed by licensed inspector(s) selected by Buyer at Buyer's expense during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer must notify Seller of any material or major failing conditions in writing and include a copy of the inspection within the Inspection Period, otherwise the inspection will be deemed accepted, and this contingency will be released. Upon notice of any material or major failing conditions to Seller as described above, Buyer and Seller agree to work together in good faith to resolve such issues. In the event such material or major failings are not remedied by the Seller or cannot be adequately resolved, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property. Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property AS IS.

11. OCCUPANCY AND POSSESSION

Seller shall, at Closing deliver occupancy and possession of the Home to Buyer. Seller shall leave home in clean, broom swept condition and remove all personal items and trash prior to closing, unless otherwise specified in contract.

12. NO WARRANTIES / SOLD TO BUYER "AS IS"

Buyer is responsible for ALL repairs. Furthermore, there are NO warranties expressed or implied either made by Seller or Down Home Realty on any systems or fitness of the home after Closing.

13. DEFAULT

Buyer Initials _____

In the event Buyer fails to perform any of the obligations in this Contract within the required time, Down Home Realty shall retail all deposit amounts as liquidated damages. Specifically, in the event Buyer does not make a Community (Park) application or financing application within 5 days after the Effective Date all Deposits hereunder will be forfeited in accordance with this section. Any monies retained above the Down Home Realty brokerage fee provided for in the Listing Agreement will be paid to Seller. In addition, Seller shall retain the right to enforce this agreement against Buyer for Specific Performance.

14. OTHER TERMS: _____

Buyer Initials _____ Seller Initials _____

This sale is NOT a real estate transaction and is not governed and/or regulated as such.

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____

Seller: _____ Date: _____

Sales Associate: _____

Listing Associate: _____

Deposit of \$ _____ received on _____, 20 _____

Received by: _____ Effective Date: _____

LISTING DATA SHEET

Property Address: 10101 SE 2ND TERR RA Webster 33597
ID#: 10FBAD2T5Y1013246 **Year:** 2000 **Manufacturer:** PRAL
Length: 35 **Width:** 11 **Total Sq. Feet:** 385
Bed: 1 **Bath:** 1 **Floor Plan:** OPEN SPLIT
Golf Cart As Is: Yes **Lot Lease Amount:** 48500
Rent Codes: NONE Lawn Water Sewer Trash Irrigation Cable

\$100 every 6 months

OUTSIDE INFORMATION:

Exterior Color: White **Skirting:** VINYL ALUMINUM BRICK STUCCO
Roof Type: METAL SHINGLE RUBBER Roof Over Year: ?
Carport: Length Width **Screen Room:** Length 15 Width 10
Shed: Length 12 Width 11 **Garage:** Length Width
Covered Porch: Length Width **Location of Irrigation:** Shed

Mini split

<input type="checkbox"/> Tiedowns	<input type="checkbox"/> Raised Slab	<input type="checkbox"/> Double Drive	<input checked="" type="checkbox"/> Gutters	<input checked="" type="checkbox"/> Awnings	<input type="checkbox"/> Shutters
<input type="checkbox"/> Central A/C AGE: ?	<input type="checkbox"/> Sunroom	<input type="checkbox"/> Patio	<input type="checkbox"/> Patio (Covered)	<input type="checkbox"/> Deck	<input type="checkbox"/> Handicap Access

INSIDE INFORMATION:

Florida Room: Length 16 Width 10 **Window Type:** Glass Vinyl Plexiglass
Under heat & air: YES NO
Water Heater: Size GAL Age: ? **GAS** ELECTRIC **Location:** across from Fudge
Furnace: PUMP STRIP MINI SPLIT **ELECTRIC** GAS NO HEAT
Type of Flooring: Laminate **Carpet Color:** Carpet

<input checked="" type="checkbox"/> Cathedral Ceilings	<input checked="" type="checkbox"/> Pantry	<input type="checkbox"/> Laundry Room	<input type="checkbox"/> Handicap Access	<input type="checkbox"/> Smoke Free	<input type="checkbox"/> Skylight OR Solar Tube
<input type="checkbox"/> Walk-in Closet	<input type="checkbox"/> Fireplace	<input type="checkbox"/> Garden Tub	<input type="checkbox"/> Thermopane Windows	<input type="checkbox"/> Storm Windows	<input checked="" type="checkbox"/> Ceiling Fans
<input checked="" type="checkbox"/> Range/Oven <u>Gas</u> <u>Electric</u> <u>White</u>	<input type="checkbox"/> Refrigerator Color: <u>White</u>	<input type="checkbox"/> Dishwasher Color:	<input type="checkbox"/> Microwave: <u>Built in</u> <u>Counter</u> <u>Color</u> <u>GS</u>	<input type="checkbox"/> Clothes Washer Location:	<input type="checkbox"/> Clothes Dryer Location: <u>None</u> <u>bedroom</u>
<input checked="" type="checkbox"/> Garbage Disposal	<input checked="" type="checkbox"/> Window A/C <u>x2</u> <u>Flr</u> <u>Bedroom</u>				

Additional Comment:

Updated Driveway

Information is believed to be correct, but not guaranteed