

**OFFER TO PURCHASE AND CONTRACT**

\_\_\_\_\_ as Buyer(s), hereby offer to purchase from **Palmetto Oil Co. & Hartsville Oil Mill**, however their interest may appear, who, as Sellers, agree to sell and convey all of that plot, piece, parcel or tract of land with any improvements thereon, described below upon the following terms, conditions and attachments.

1. **REAL PROPERTY:** Located in the **County of Lee, State of South Carolina, property located in Bishopville and further identified as Lee County, SC TMS #s**

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2. **CONTRACT PRICE:** \$ \_\_\_\_\_  
Shall be paid as follows, to wit:
- NON-REFUNDABLE DEPOSIT** \$ \_\_\_\_\_  
(Check accompanies contract)
- BALANCE DUE AT CLOSING** \$ \_\_\_\_\_

3. **OTHER PROVISIONS AND CONDITIONS:**

- (a) This sale is subject to existing right-of-way and utility easements of record.
- (b) All property sold "as is, where is" No financing is part of this sale. Purchaser has inspected said property to his/her satisfaction and waives rights to further inspections.
- (c) This is the entire contract. There are no additional terms or conditions, beyond those specified herein. Purchaser agrees to be bound to the terms and conditions and to the Total Contract Purchase Price. The NON-REFUNDABLE Escrow Deposit from Purchaser shall be held in the J.R. Dixon Auction & Realty, LLC Real Estate Escrow Account until closing.
- (d) J. Rafe Dixon, Auctioneer/Broker, is agent for the SELLER ONLY.
- (e) Seller agrees to transfer via a marketable deed, subject to the above.
  - a. Taxes shall be pro-rated as of the date of closing. The Purchaser shall pay any and all rollback taxes. Seller will pay for deed preparation and deed stamps. Purchaser shall pay all other closing costs, including title search fees, recording fees, attorney fees, etc.
  - b. In the event that the Seller is unable to deliver a marketable deed, the deposit shall be refunded in full settlement of any claim arising thereof.
- (f) Purchaser agrees that this offer to purchase shall remain in force until \_\_\_\_\_  
In the event Seller has not accepted this offer to purchase then, all deposit monies shall be returned to Purchaser by Auctioneer/Broker.

- (g) Any required survey will be paid by the Purchaser.
- (h) Seller has no knowledge of any environmental problems, but makes no warranty as to such.
- (i) There are no contingencies to this contract.

4. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before \_\_\_\_\_  
"TIME IS OF THE ESSENCE" at \_\_\_\_\_.
5. In the event of default by Purchaser as part of the damages Purchaser shall forfeit the Non-Refundable deposit; the forfeiture of deposit does not negate the Sellers' option to sue for any lawful rights including, but not limited to, specific performance. In the event of default by Seller, Purchaser may sue for specific performance under this contract and all other remedies available to the Purchaser for such breach.
6. **POSSESSION:** Possession shall be delivered at closing. Buyer may enter the premises prior to closing, when accompanied by Seller's employee or agent, for the purposes of planning upcoming operations. Any work done prior by Buyer prior to be closing shall only be done with Seller's express permission, and will be done at Buyer's sole risk.
7. **COUNTERPARTS:** This offer shall become a binding contract when signed by the Buyer & Sellers.

By Buyer's signing of the Contract, Buyer acknowledges receipt of a copy of contract and of all other documents pertaining to this sale.

**Date of Offer:** \_\_\_\_\_

**Date Accepted:** \_\_\_\_\_

\_\_\_\_\_  
Buyer (SEAL)

\_\_\_\_\_  
Seller (SEAL)

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer Witness

\_\_\_\_\_  
Seller Witness

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