REAL ESTATE SALES CONTRACT
ANDERSON AUCTIONS INC
385 Harbor Blvd, Suite 102 Destin, FL 32541
(850) 654-5300 Fax (850) 654-8800

RECEIVED of the undersigned buyer ("Buyer") the sum of $ **1,400.00** as non-refundable deposit (the "Deposit") for the purchase of the following described real estate (the "Property"):

5332 Jeremy Dr, Milton FL aka Lot 13 Blk B Southern Manor Parcel ID # 25-2N-29-5205-00B00-0130, Santa Rosa County FL

The undersigned seller ("Seller") covenants and agrees to sell and convey the Property by good and sufficient Warranty Deed or assignment of leasehold interest (if applicable) to Buyer, or Buyer's assignee (Buyer, however, shall not be released from Buyer's obligations as set forth herein), and Buyer covenants and agrees to purchase the Property for the following consideration:

Purchase Price	**$ 15,400.00 .**
Deposit Received (Buyer's Premium)	**$ 1,400.00 .**
Total Amount Due (Bid Amount)	**$ 14,000.00 .**

The terms of the sale shall be as follows:

1. All cash, of which the Deposit is part, at closing. The Deposit, which shall be held by Anderson Auctions, Inc. ("AA") and/or a closing agent or attorney, as determined by AA, shall be considered a part of the Buyer's Premium earned by and to be paid by Buyer to AA upon demand from AA.

2. The closing contemplated herein shall take place on or before thirty (30) calendar days after the date of the Auction; time is of the essence. Seller shall select the Closing/Title Agent. Closing for both parties hereto shall be through the offices of McNeese Title, 36468 Emerald Coast Parkway, #1201, Destin, Florida, 32541, (850) 337-4242.

3. Possession shall be given at closing.

4. All real estate taxes and maintenance fees/association dues for the current year shall be prorated as of the date of closing. Any unpaid taxes for prior years shall be paid by Seller. Rents, if any, shall be prorated.

5. Title shall be conveyed subject to all restrictions, easements, and covenants of record and subject to any zoning ordinances, regulations and laws of governmental authorities. At closing, settlement and payment of the balance of the purchase price shall be made in cash or by cashier's check upon presentation of Warranty Deed or assignment of leasehold interest (if applicable) with usual covenants and conveying a good and merchantable title. Seller shall furnish a title search covering the Property as required by any of the major title companies in Florida for the issuance of a title policy. In the event of controversy regarding title, a title insurance policy covering the Property, issued by one of said title insurance companies for the purchase price plus the Buyer's Premium, shall constitute and be accepted by Buyer as conclusive evidence of good and merchantable title.

6. If the title is not good and cannot be made good within sixty (60) calendar days after written notice has been given to Seller that the title is defective, specifically pointing out the defects, then the Deposit shall be returned to Buyer and this Contract shall become null and void unless Buyer elects to accept the defective title. In the event the time needed to correct said defaults extends beyond the aforesaid time to close, the time to close shall be extended as reasonably necessary. If this Contract is otherwise breached by Seller, Buyer shall have the right to affirm this Contract and enforce its specific performance or require the immediate return of the Deposit and recover full damages for its breach. In any event, if title is not so made good or Seller otherwise breaches this Contract, Seller shall pay the Buyer's Premium to AA and any amounts due pursuant to any other agreement between AA and Seller, plus all costs of collection, including attorney fees.

7. If Buyer breaches this Contract, Seller shall have the right to declare this Contract canceled and recover full damages for its breach or to elect to affirm this Contract and enforce its specific performance. In either event, the Deposit shall be retained by AA and seller per the terms of the listing agreement

8. Buyer shall pay all closing costs. All taxes and association fees will be prorated as of closing the date

9. **THE PROPERTY SHALL BE CONVEYED AND ACCEPTED IN "AS IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, NEITHER SELLER, NOR SELLER'S AGENT, NOR AA, HAS OR WILL MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATIONS TO THE HABITABILITY, DESIGN, QUALITY, MERCHANTABILITY, CONDITION, ENVIRONMENTAL STATUS, MATTERS OF SURVEY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.** Except for the warranties and representations expressly set forth in this Contract, Buyer is relying solely on its own expertise and information. Buyer has conducted such investigations and inspections of the Property as it deemed necessary and/or appropriate and shall rely upon the same.

10. Buyer and Seller explicitly covenant one with the other to relate to one another, in all matters concerning this Contract, in good faith and with fair dealing.

11. Should any party to this Contract bring an action against any other party to enforce any claim hereunder, the prevailing party or parties shall be entitled to recover all costs of said action and reasonable attorney fees. The term "prevailing party or parties" as used in this paragraph shall be defined as the party or parties in whose favor a court shall rule or against whom no relief is granted, provided such ruling becomes final and non-appeal able. Venue for any action to enforce the terms of this Contract shall lie exclusively in the Circuit Court in and for Okaloosa County, Florida.

12. This Contract contains the entire agreement of the parties relating to the subject matter hereof and shall not be changed except by their written consent, and shall be binding on the parties' successors and assigns.

13. If this offer is made "Subject to Confirmation" by the Seller. The Buyer agrees that Seller shall have up to three business days (excluding Saturdays, Sundays, or legal holidays) to accept or reject offer.

Seller:

First City Holding LLC Date

Date

135 Perry Ave
Mailing Address
Ft. Walton Beach, Florida, 32548
City, State, Zip

Receipt of the Deposit is hereby acknowledged
Anderson Auctions Inc.

Buyer:

David Acuff Date

Date

5336 Jeremy Dr
Mailing Address
Milton, Florida, 32570
City, State, Zip

By:
Benjamin F. Anderson (or authorized representative)
850/ 654-5300 (v), 850/ 654-8800 (fax)