

OFFER TO PURCHASE PROPERTY

I, _____, the undersigned, (hereinafter referred to as "Offeror"), offer to purchase from Madison County and, if applicable, City of Jackson or City of Three Way (hereinafter collectively referred to as "Owners") the real property having the address of _____, Map, Group (if applicable) and Parcel Number _____ (hereinafter referred to as "Property") for the sum of _____ (\$ _____).

HANDLING FEE: The undersigned Offeror hereby submits a **non-refundable** handling fee of \$117.00 and acknowledges that such fee will not be refunded, even if this offer is rejected and no counteroffer is made and/or accepted. Said handling fee will be credited toward the purchase price, if the offer is accepted by Owners. If there are multiple offers, all unsuccessful Offerors' handling fees will be refunded after the successful Offeror has closed on the transaction.

NO WARRANTIES: The undersigned further agrees in the event this offer or a subsequent offer is accepted by the Owners, the Owners will convey the property by Quitclaim Deed with no warranties of any kind, whatsoever.

CALCULATING THE PURCHASE PRICE: The undersigned acknowledges that this property was obtained by virtue of a public sale for delinquent property taxes. The undersigned further acknowledges that the Owners have an interest in obtaining the amount of money expended by them to purchase the property at the delinquent tax sale plus all taxes that have accumulated up to the present time as well as any amount of taxes that would have accumulated had the property not been titled in their name. It is understood this total amount is not necessarily what should be offered to purchase the property, but this total amount will be considered in the Owners' decision. **The records of Chancery Court, Trustee, City Recorder and Assessor's offices concerning this property are public records and are available for public inspection, but it is expressly understood that these offices will NOT calculate this total amount for you due to the high volume of requests and prior misuse of this service.**

CLOSING AND PAYMENT TIMING: The undersigned further agrees in the event an offer is accepted, the purchase price shall be due at closing, with closing to occur within forty-five (45) days from the date of the last necessary governing body's acceptance. If the undersigned is unable to produce the necessary purchase price within the forty-five day period, then the Owners will not be bound by its previous acceptance of the offer and may list the property for sale again. Any dispute arising from this offer will be subject to the laws of the State of Tennessee. In the event Offeror breaches any of the terms herein and a lawsuit is brought by the Owners, Offeror will be liable for all court costs and reasonable attorney's fees.

GRANTEE NAME: In the event the Owners accept this offer or a subsequent offer, the undersigned desires the Quitclaim Deed to be issued in the name(s) of:

(Please Print) _____
(Specify name(s) exactly as you want it/them to appear on your Quitclaim Deed.)

POSSESSION DATE: Possession of the real property is to be the day of the closing with deed or ____/____/____. If the date of possession is to be prior to or after the day of the closing, the Owners and Offeror agree to execute a separate occupancy agreement which shall be attached to this contract.

WAIVER OF RIGHTS: Any contingency, condition, or right benefitting either party, which might otherwise prevent the performance of this contract, may be waived by the benefitted party prior to the closing by written notice to the other party, so that the performance of the other party may be compelled.

ASSIGNMENT: Unless otherwise expressly provided herein, Offeror's rights may be assigned, but Offeror shall remain responsible for Offeror's obligations to Owners.

NO LEGAL ADVICE: This is a legally binding document. By signing this contract, each party to this contract certifies that they have read carefully and fully understand the conditions and terms set forth in this contract. If any of the parties involved do not understand this contract, they should not sign this document, but should instead consult their own attorney prior to signing. **By submitting this Offer to Purchase Property, Offeror acknowledges that Owner has strongly suggested, though has not required, that Offeror retain the services of a licensed attorney for advice, including but not limited to conducting an examination of the public records concerning the title to the Property.**

ENTIRE AGREEMENT, MODIFICATIONS AND INTERPRETATION: This contains the entire agreement of the parties, superseding and replacing any oral, written, or implied representations or agreements made by the parties. No modification or change in this contract shall be valid or binding unless in writing and signed by the party or parties to be bound thereby. Where ever the context requires, singular shall include plural, and one gender shall include all. The typewritten or handwritten provisions inserted in this contract or attached to this contract shall control any conflicting printed provisions. This contract is binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, executors or assigns.

The undersigned hereby acknowledges that he is buying the property **AS IS** and **AT HIS OWN RISK**. **OFFEROR FURTHER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS THE CONTRACT, WHICH HE HAS SIGNED AND OF WHICH HE HAS RECEIVED A COPY ON THE BELOW-REFERENCED DATE.**

This ____ day of _____, 20 ____.

Current Mailing Address:

Signature of OFFEROR

Signature of OFFEROR

Phone No.: _____