

# Contract of Sale and Purchase of Commercial Property

Agreement made on the \_\_\_\_\_ (**date**), between **ATLANTIC CAPITAL BANK, N.A.** \_\_\_\_\_, a corporation organized and existing under the laws of the state of **GEORGIA**, with its principal office located at **945 EAST PACES FERRY RD., SUITE 1600, ATLANTA, GA 30326** referred to herein as **Seller**, and \_\_\_\_\_ (**Name of Purchaser**), a corporation organized and existing under the laws of the state of \_\_\_\_\_, with its principal office located at \_\_\_\_\_ (**street address, city, county, state, zip code**), referred to herein as **Purchaser**.

For and in consideration of the covenants and agreements of the respective parties, as set forth below, *Seller* agrees to sell and convey to *Purchaser*, and *Purchaser* agrees to purchase and take from *Seller*, the real property situated at \_\_\_\_\_ and particularly described in **Exhibit A** attached hereto and made a part hereof by reference, together with all improvements on the property and appurtenances to it, and the articles of equipment and other personal property listed in **Exhibit B**, which is attached and incorporated by reference. The real and personal property described above is referred to as **Property**.

Transfer to *Purchaser* shall include all right, title, and interest of *Seller* in and to all streets, alleys, roads, and avenues adjoining the real *Property*, and shall further include any award for damaging or taking by eminent domain by public or quasi-public authority, of the real property or any part of it.

The following terms, provisions, and conditions are further agreed to by **Seller** and **Purchaser**.

**1. Price**

The purchase price for *Property* is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable as follows: **10% EARNEST MONEY PAID AT EXECUTION OF THIS CONTRACT WITH BALANCE PAID IN CASH AT CLOSING.**

**2. Title**

**A.** Conveyance of title to *Property* shall be by limited warranty deed in form and substance satisfactory to Lender in Lender's sole discretion executed by *Seller*.

**B.** Possession of property to Purchaser to be granted at **CLOSING**.

**C.** Conveyance of title shall be made and sale closed within **30** days after the date of this Agreement

**3. Proration**

The following items shall be prorated as of the date of the closing:

\_\_\_\_\_  
**(add other items, as appropriate).**