

TAYLOR AUCTION & REALTY
P. O. Box 357
Grenada, MS 38901

Contract of the Purchase and Sale of Real Estate

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The undersigned Trustee agrees to sell and the undersigned Purchaser agrees to buy the herein described property on the terms and conditions herein stipulated and that the above named Real Estate company is the procuring cause of this sale.

(1) Physical Address: 805 Tampa Drive, Greenville, MS 38701
Lot 6 of Still Water Subdivision to the City of Greenville, Washington County, MS. According to map or plat of said addition recorded in plat book 11 at page 15 of the land records of Washington County, MS.

Description: See attached thereto, and incorporated herein by reference.

(2) Price: The bid price of the property is _____

Plus: 10% Purchaser's Premium _____

Total Purchase Price: _____

A 10% escrow deposit is due and payable upon execution of this contract (Item 8). At closing, settlement and payment of the balance of the total purchase price shall be made in cash or cashier's check upon presentation of the trustee's deed.

(3) Taxes: Taxes for the current year to be paid by Trustee Purchaser Prorated
 Escrow-Assumed

(4) Insurance: Hazard Insurance to be paid by Trustee Purchaser Escrow-Assumed

(5) Survey: If a survey is required, the cost of the survey will be paid by the Purchaser.

(6) Title: Title shall be conveyed subject to all restrictions, easements, covenants of record, and subject to any zoning ordinances, regulations and laws of governmental authorities. All mineral, gas and oil rights owned by the Trustee will be conveyed. The trustee shall execute and deliver to purchaser a trustee's deed sufficient in the opinion of attorneys for purchasers, to transfer title to the above described property. Reasonable time is to be allowed for the examination of title. If such examination reveals defects, which can be cured, Trustee hereby is obligated to cure same as expeditiously as possible.

(7) Possession: Said property is to be delivered at final closing.

(8) Deposit: Purchaser has deposited with Taylor Auction & Realty, Inc., Grenada, MS.

a deposit in the amount of _____ as earnest money, which will be deposited, after all parties have executed this contract. If the title is insurable, this deposit is to apply on the cash payment. If the title is not insurable, the Trustee is to return to the Purchaser the

Trustee's initials _____

Purchaser's Initials _____

earnest money. In the event the title is found to be insurable and the Purchaser fails to carry out and perform the terms of this agreement, he shall be in default and forfeit the earnest money. The earnest money so forfeited shall be divided equally between the Trustee and the Agent. This Paragraph shall not be construed so as to limit the other remedies at law or equity that the Agent or Trustee may have in the event of default.

(9) Default: In the event that the purchaser shall default in the performance of this agreement, the Trustee may, subject to any rights of the agent herein, retain the Purchaser's deposit on account of damages sustained and may take such action as he deems appropriate to collect such additional damages as may have been actually sustained and the Trustee shall have the right to take such action as deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that the Purchaser shall so default Purchaser agrees to pay for the agents entitled thereto, such commissions as would be payable by Trustee in the absence of such default. Purchaser's obligation to said agents shall be in addition to any rights which said brokers may have against Trustee in the event of default in the event legal action is instituted by any party, including the Agent, to this agreement to enforce the terms of this agreement or arising out of the execution of this agreement or the sale. The prevailing party shall be entitled to receive from the other party a reasonable attorney fee to be determined by the court in which such action is brought. Specific performance is the essence of this contract. The aforesaid provisions of this paragraph shall in no way be construed so as to limit the other remedies at law or equity, to which Purchaser, Trustee, or the agent may be entitled.

(10) Risk of Loss: No risk of loss to the property shall be borne by the Trustee.

(11) Closing: The sale is to be closed on or before 30 days of the date of execution hereof if approved by the bankruptcy court.

(12) Commission: Purchaser agrees to pay a purchaser's premium of 10% of the bid price upon closing, which shall be paid to the agent as commission. Purchaser recognizes and agrees that the 10% purchaser's premium paid as commission in this transaction does not constitute purchaser representation.

(13) Both Trustee and Purchaser acknowledge that the Agent is the procuring cause of the sale and is to be considered a party to this agreement.

(14) Special Provisions: _____

(15) Purchaser agrees the property is sold "as is, where is" with all faults, if any, and without warranties, express or implied, as to the condition of the property or working order of any plumbing, heating and air conditioning, appliances, electrical equipment or other fixtures, equipment or property. Except as expressly set forth in this contract, neither Trustee, nor Trustee's Agent, 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, Purchaser is relying solely on its own expertise and information. Purchaser acknowledges Purchaser has had sufficient opportunity to conduct any due diligence Purchaser deems necessary prior to entering into this agreement. The closing of this sale constitutes acceptance of the conditions of said property and the Trustee shall have no further liability thereafter.

Trustee's initials _____

Purchaser's Initials _____

(16) Closing Costs shall be payable as follows: Trustee shall pay legal fees for legal services performed prior to the date hereof, and preparation of the trustee's deed. Any unpaid real estate taxes for prior years shall be paid by the trustee. The Purchaser shall be responsible for all other closing costs, i.e. recording fees and transfer tax on the trustee's Deed, title insurance or a title certificate, survey and all costs and expenses relative to any loan facilitating the purchase of the property.

(17) Time: Time is of the essence of this agreement.

(18) Disclosure to Purchaser: The undersigned broker and all salespersons affiliated with the undersigned broker (and the listing broker and all salespersons affiliated with the listing broker, in the event the cooperative or selling broker, and the listing broker are not the same) are the agents of the trustee and have a fiduciary duty to represent loyally and faithfully the interests of the trustee. While the broker and salespersons affiliated with the broker will deal with the purchaser and do not represent the interest of the purchaser. If the purchaser considers it necessary, the purchaser can obtain agency representation of a lawyer or a real estate broker, or both.

(19) The undersigned parties hereby acknowledge receipt of a copy hereof and acknowledge further that they have not received or relied upon any statements of representations of the undersigned Agent, which are not herein expressed.

(20) The undersigned parties hereby acknowledge that this contract is subject to the approval of the United States Bankruptcy Court of the Northern District of Mississippi.

WITNESS OUR SIGNATURE THIS THE ____ Day of _____, 20__ Time: _____

TRUSTEE _____ PURCHASER _____

Mr. Stephen Smith

TRUSTEE _____ PURCHASER _____

Mailing Address: 1855 Crane Ridge Drive Mailing Address: _____

City Jackson City _____

State, Zip code MS, 39216 State, Zip code _____

Daytime Phone 601-352-6767 Daytime Phone _____

Evening Phone _____ Evening Phone _____

Mobile _____ Mobile _____

Fax _____ Fax _____

Subject to clearance of any check given, the undersigned Agent acknowledges the receipt of the aforementioned earnest money and holds the same in a trust subject to the terms of this contract:

BY: _____

Trustee's initials _____

Purchaser's Initials _____