

McMillin Real Estate & Appraisal, Inc.
EXCLUSIVE RIGHT TO SELL CONTRACT

The undersigned Owner hereby EMPLOYS and GRANTS the undersigned REALTOR® the EXCLUSIVE AUTHORIZATION and RIGHT, for a period irrevocably commencing this date and terminating at midnight of _____, _____ to sell the real property situated in _____ (city), county of _____, State of MS, described as: (legal and physical address) _____

_____ at the price of \$ _____, on the following terms: _____.

Owner agrees to pay REALTOR® as compensation for services rendered a fee of ____ % of the selling price. IF during the period of contract: (1)REALTOR® secures a purchaser on the above terms, or at any other terms or price acceptable to Owner, or (2)Said property is sold or exchanged by REALTOR®, or any other person, including myself.

I agree to pay REALTOR® said compensation if the said property to be sold, exchanged, or conveyed within _____ days after the termination of this contract to any person with whom REALTOR® has negotiated or to whose attention he has called said property, and whose name during the life thereof has been submitted to me, or was introduced to me as a prospect, in each of which case REALTOR® shall conclusively be deemed the procuring cause of the sale or exchange. However, I shall not be obligated to pay such compensation if a valid listing agreement is entered into during the term of said protection period with another licensed MLS real estate broker and the sale, lease, or exchange of the property is made during the protection period, if action be instituted on this contract to collect said commission, Owner agrees to pay reasonable attorney's fee in connection with said collection.

In the event a deposit is forfeited, one half of the same shall be retained by or paid to the REALTOR® as his compensation, and one-half paid to me, provided that REALTOR®'s portion of such forfeiture shall be shall not exceed the amount of the above named commission. In the event of sale of the said property, I agree to furnish a Warranty Deed. Reasonable time shall be allowed after notice of such examination of title. Should an examination of the title reveal defects which can be cured, Hereby, I obligate myself to do same as expeditiously as possible, and to execute and tender a Warranty Deed in accordance with the terms state above.

During the continuance of this contract, Owner agrees to refer to REALTOR® all inquires he may receive. Owner hereby acknowledges that the herein contained obligations of REALTOR® constitutes sufficient consideration for the execution of this contract. Unless restricted herein below, I farther authorize said REALTOR® to cross list with other REALTORS® to list the property with Multiple Listing Service in which he is a Participant, at the REALTOR®'s expense, and to place _____ or not to place _____ a For Sale sign on said property. I do _____ do not _____ authorize placement of a lockbox to the above stated real estate office and their appointees.

In consideration of the above employment, broker agrees to use due diligence in procuring a purchaser in accordance with the terms hereof.

MULTIPLE LISTING SERVICE (MLS). Broker is a Participant of the Vicksburg MLS Listing Service (MLS) and this listing information will be provided to the MLS to be published and disseminated to its Participants.

Owner _____

Listing Agent _____

Owner _____

Broker George McMillin - MS B15407

Date _____

Listing Office McMillin Real Estate & Appraisal, Inc.