

IN THE CIRCUIT COURT OF _____ COUNTY, _____

NAME OF PLAINTIFF

V.

NAME OF DEFENDANT

NO. _____

COMPLAINT FOR SPECIFIC PERFORMANCE

COMES NOW _____, and files this their Complaint for Specific Performance against Defendant, _____ and would state in support thereof, the following:

1. This action involves the enforcement of a Contract to Purchase Real Estate covering property located in _____ County, _____. The contract was made in _____ County. Defendant, _____ may be served with process at _____, _____.

2. On _____, 20__, Plaintiffs, by and through their agent, _____, offered _____ acres of real property in various parcels to the public by auction. The property is located on _____.

The auction was attended by various buyers. The property was sold in tracts and was purchased by ____ persons, including the Defendant, each person purchasing different parcels.

3. There were _____ parcels total to be sold. After the tracts nearest to the highway were sold, the remaining parcels, numbers _____ and _____ were offered choice, meaning that the highest bidder could take one or more of the parcels. The bidding started at _____ dollars per acre and went from _____ to _____ dollars in _____ dollar increments. The Defendant began bidding at 00.00 per acre and was the highest bidder at \$00.00 per acre. When asked how many parcels he wanted at that price he announced "all of them", thereby precluding Plaintiffs from selling the property to other interested parties.

4. After the auction, Defendant executed a Contract to Purchase Real Estate reflecting the purchase price of \$00.00, a copy of said contract being attached hereto as Exhibit "A". Said contract is definite in its terms and provided that it may be enforced by specific performance. Defendant was required to deposit ____% down on the day of sale and mailed a check for \$00.00 to _____ when he returned home from attending the auction.

5. Thereafter, Plaintiffs complied with the terms of the contract and proceeded to have the property surveyed and provided the survey and certificate of title to Defendant requesting that he close the sale. A copy of the description of the property and Certificate is attached hereto as Exhibit "B". The Defendant, by and through his attorney, refused to close thereby breaching the contract and necessitating this suit.

6. The contract specifically provides that, "Buyer hereby represents that he has personally inspected and examined the above mentioned property and accepts the property in its "as is" and present condition. Buyer hereby acknowledges that unless otherwise set forth in writing elsewhere in this contract neither Broker nor Seller nor their representatives have made any representations concerning the present or past condition of the property, or the availability of utilities".

7. Plaintiffs request that the court enter an order granting specific performance and ordering Defendant to pay for the property in exchange for a Deed as specified in the contract.

8. The contract further provides that if suit is necessary to enforce the performance thereof, the Sellers will be entitled to collect reasonable attorney fees and costs if they are successful. Plaintiffs request that they be awarded a reasonable attorneys fee and all cost of court.

9. Since the amount is liquidated, Plaintiff requests pre-judgment interest on the amount due until fully paid.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that the court will enter an Judgment granting them specific performance of the contract attached hereto as Exhibit "A" ordering Defendant to pay for same as provided in the Contract and award Plaintiffs a reasonable attorneys fee, all cost of court and pre-judgment interest on the purchase price.

RESPECTFULLY SUBMITTED, this the ____ day of _____, 20____.

ATTORNEY FOR PLAINTIFFS