



**Gunter &  
Associates**

**Online Auction Bidders Agreement**

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – The Corner Group, LLC

**AUCTION LOCATION** – Online at [www.UCGunterRealty.HiBid.com](http://www.UCGunterRealty.HiBid.com)

**AUCTION DATE** – Thursday, January 4<sup>th</sup>, 2023 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**AUCTIONEER** – Lanny Gunter (Broker/Auctioneer) of United Country Gunter & Associates located at 1103 Little St., Suite 3, Camden, SC 29020 (803-549-5322) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

1. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 18.43 Acres
2. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 20.20 Acres
3. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 25.40 Acres
4. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 40.90 Acres

**More Commonly Known As: TBD Pickett Thomas Rd., Camden, SC 29020**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, January 4<sup>th</sup>, 2024 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (803) 549-5322 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

### **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman or Lanny Gunter at (803) 549-5322 or by email at [Lanny.Gunter@Gunter-Realty.com](mailto:Lanny.Gunter@Gunter-Realty.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (803) 549-5322 or Auctioneer Lanny Gunter at (803) 445-4377.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Gunter & Associates** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$5,000 per tract non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, February 19<sup>th</sup>, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** A survey will need to be completed and approved by Kershaw County prior to the closing of the property. The costs associated with the survey and approval with the county will be the sole responsibility of the seller.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of 2% (of the High Bid Price) is offered to SC State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
  
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of 2% (of High Bid Price) is offered to a cooperating SC State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Lanny Gunter – United Country Gunter & Associates  
Owner, Real Estate Broker, Auctioneer  
1103 Little St., Suite 3  
Camden, SC 29020  
803-445-4377  
[Lanny.Gunter@Gunter-Realty.com](mailto:Lanny.Gunter@Gunter-Realty.com)

**Individual State License #'s**

South Carolina Real Estate Broker License #	88175
South Carolina Auctioneer License #	4883
Georgia Real Estate Broker License #	413226

**Firm State License #'s**

South Carolina Real Estate Firm License #	23147
South Carolina Auction Firm License #	4229
Georgia Real Estate Firm License #	78951

Matt Gallimore – United Country Blue Ridge Land & Auction  
Real Estate Broker, Auctioneer, MBA  
102 South Locust Street; PO Box 234  
Floyd, VA 24091  
540-239-2585  
[Gallimore.matt@gmail.com](mailto:Gallimore.matt@gmail.com)

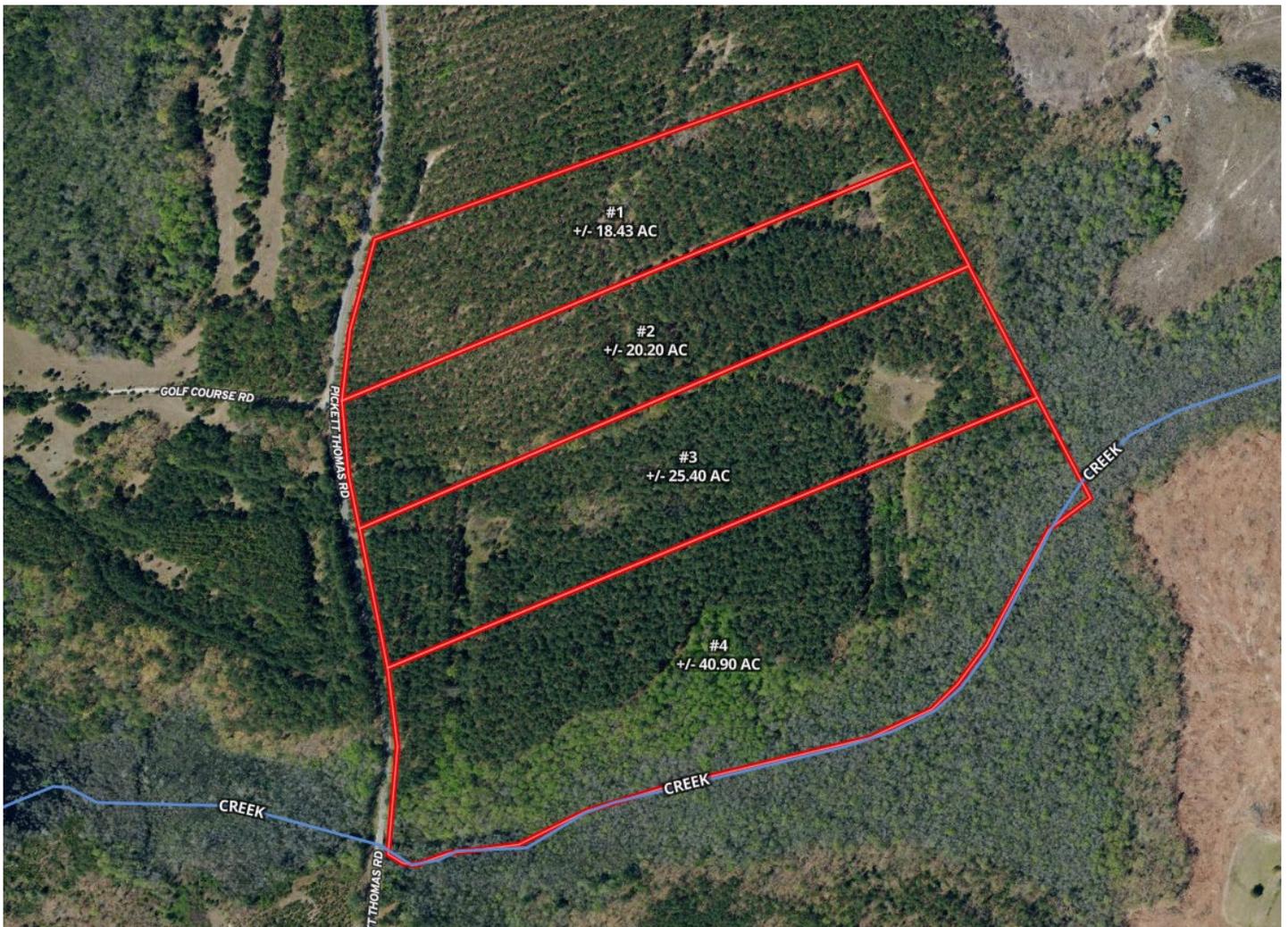
**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

**Firm State License #'s**

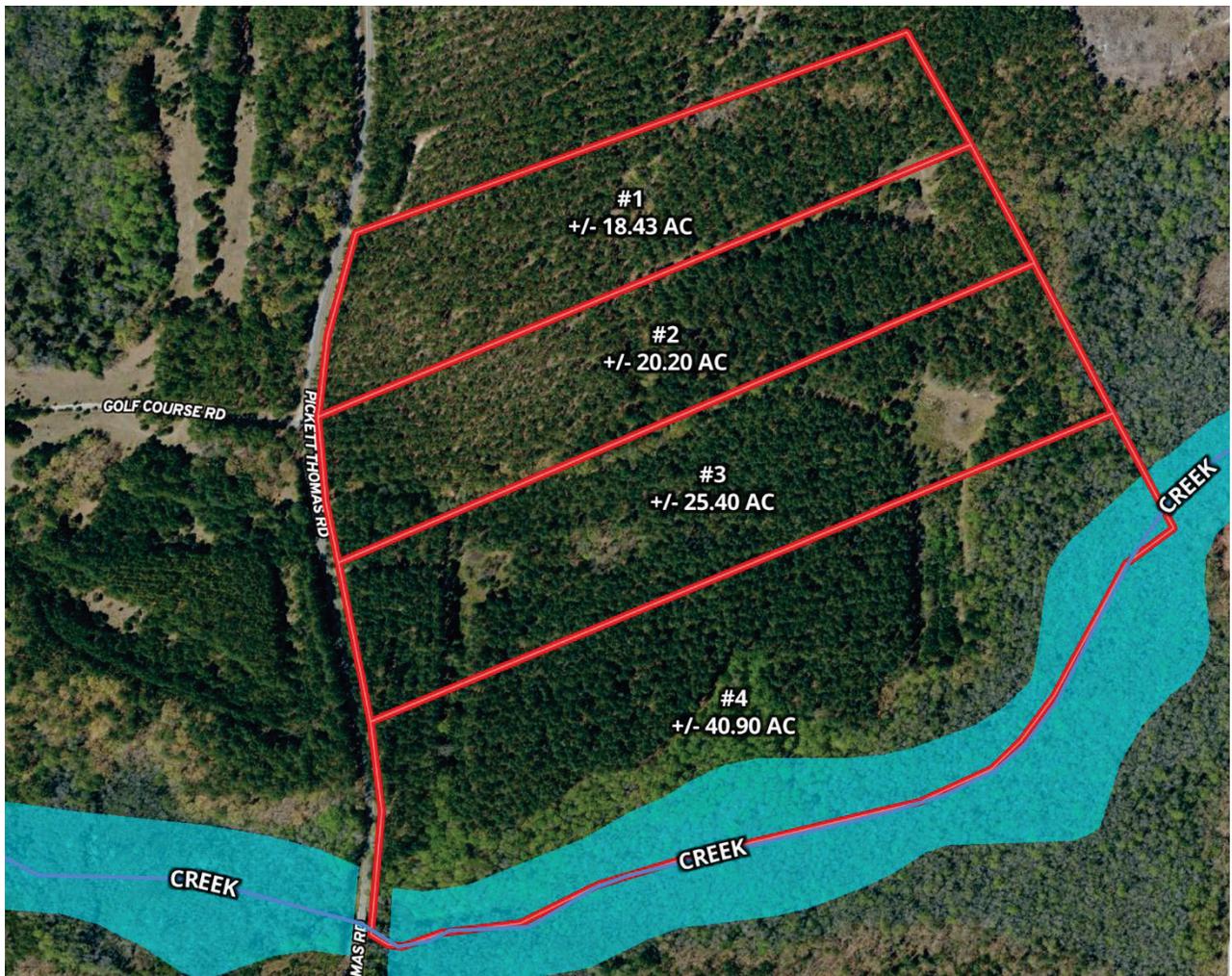
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

# Aerial



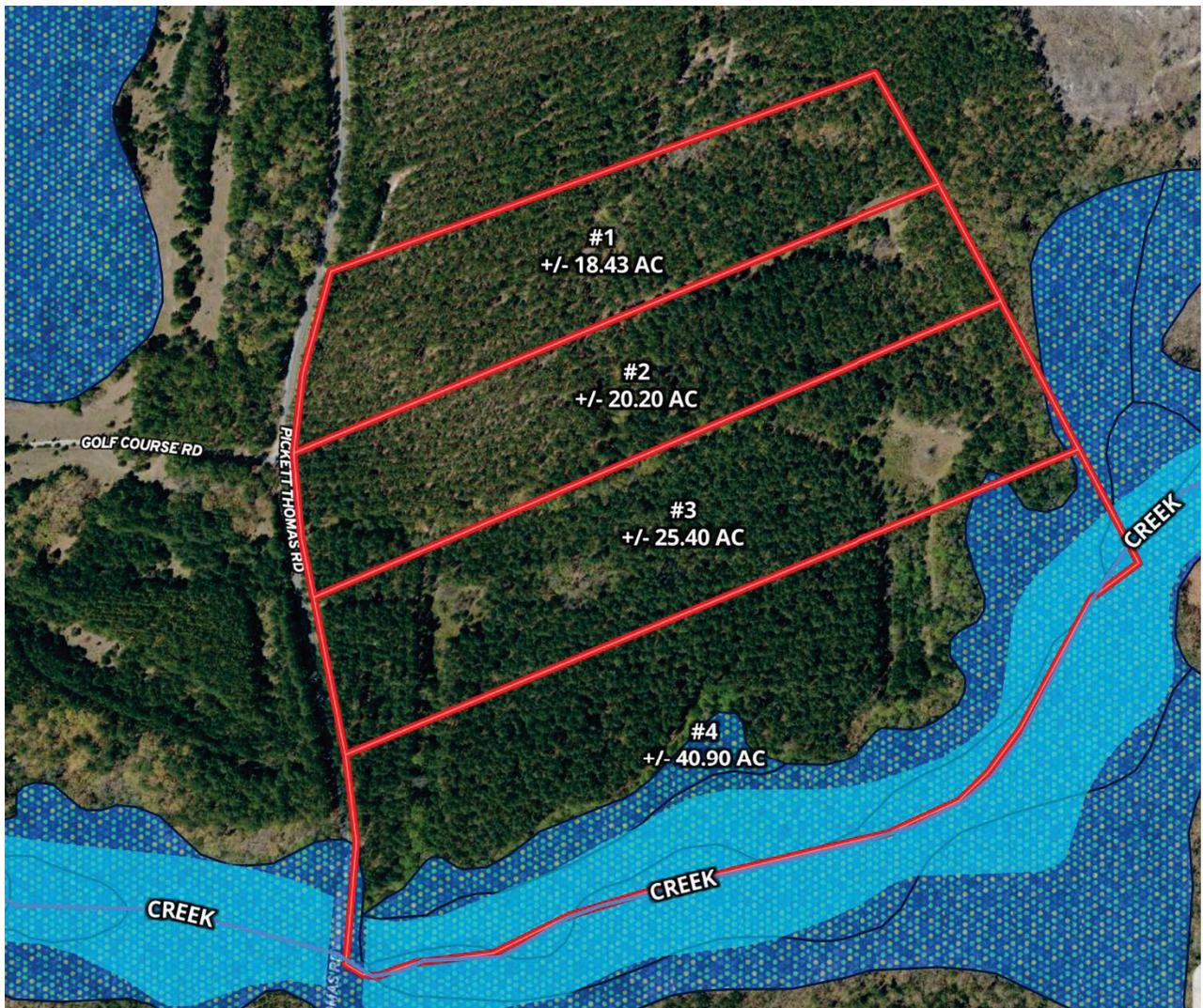
**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Aerial



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# Aerial



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# Aerial

Offering #1



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# Aerial

Offering #2



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Aerial

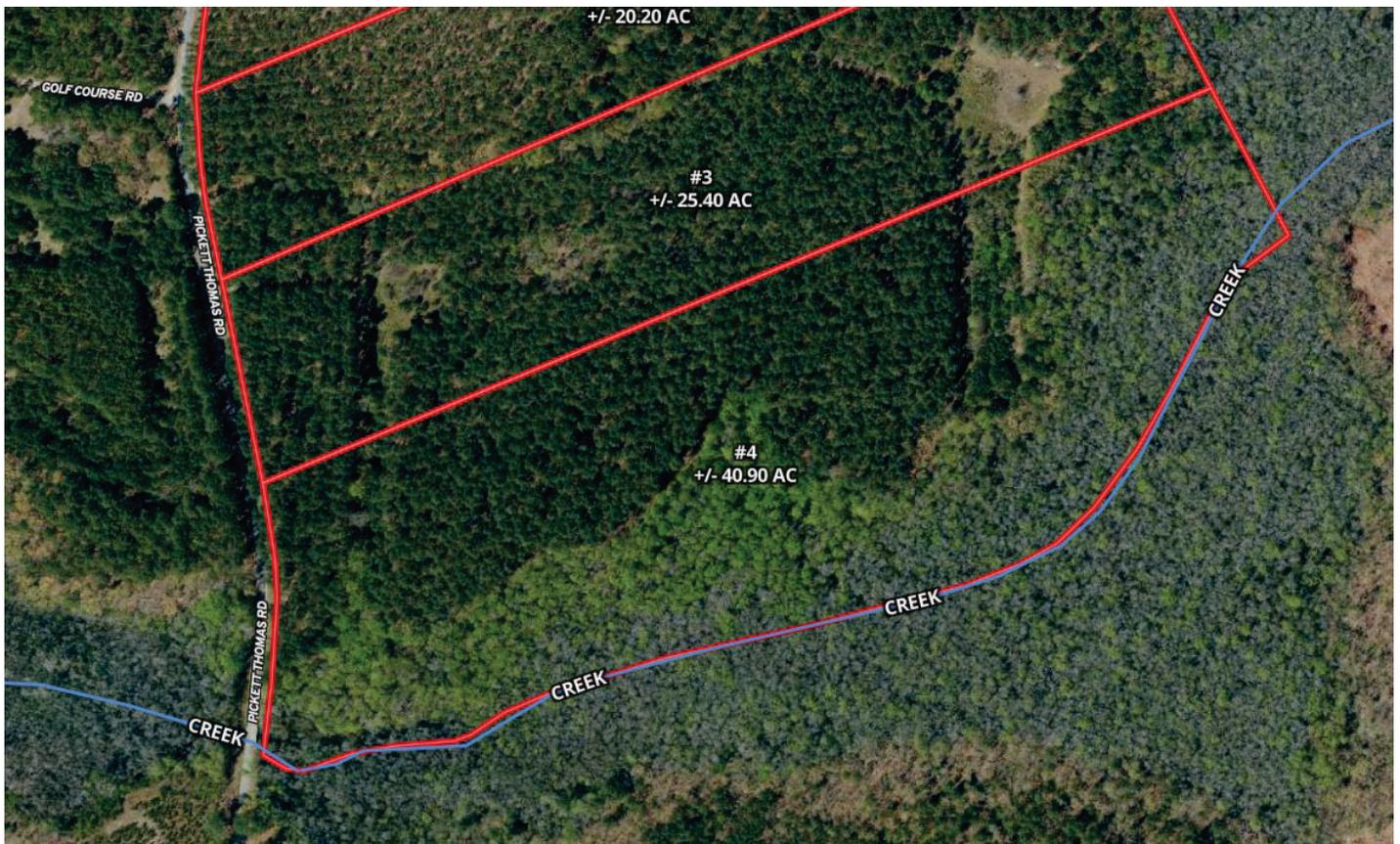
Offering #3



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Aerial

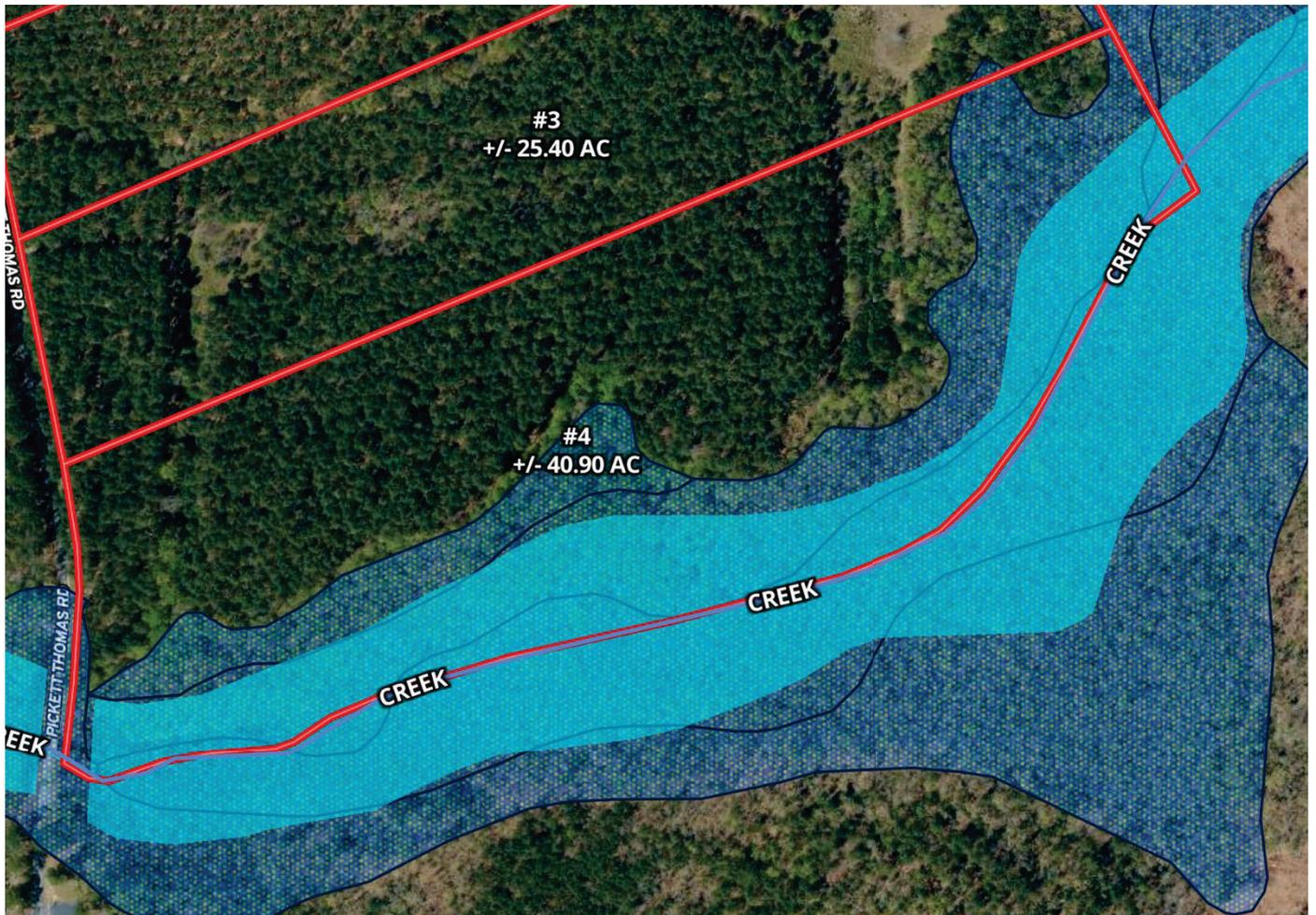
Offering #4



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Aerial

Offering #4



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Contour



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# Contour

Offering #1



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Contour

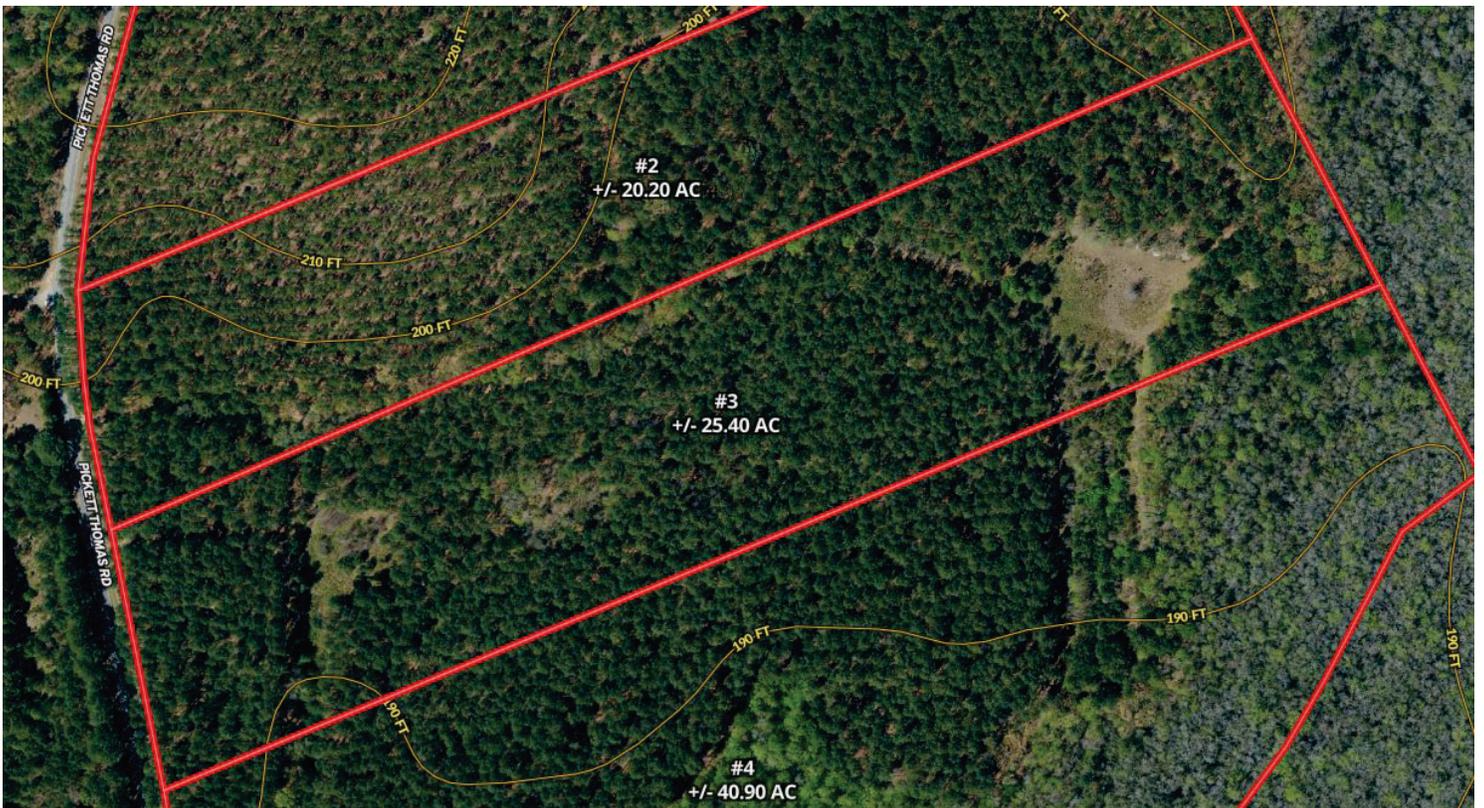
Offering #2



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Contour

Offering #3



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

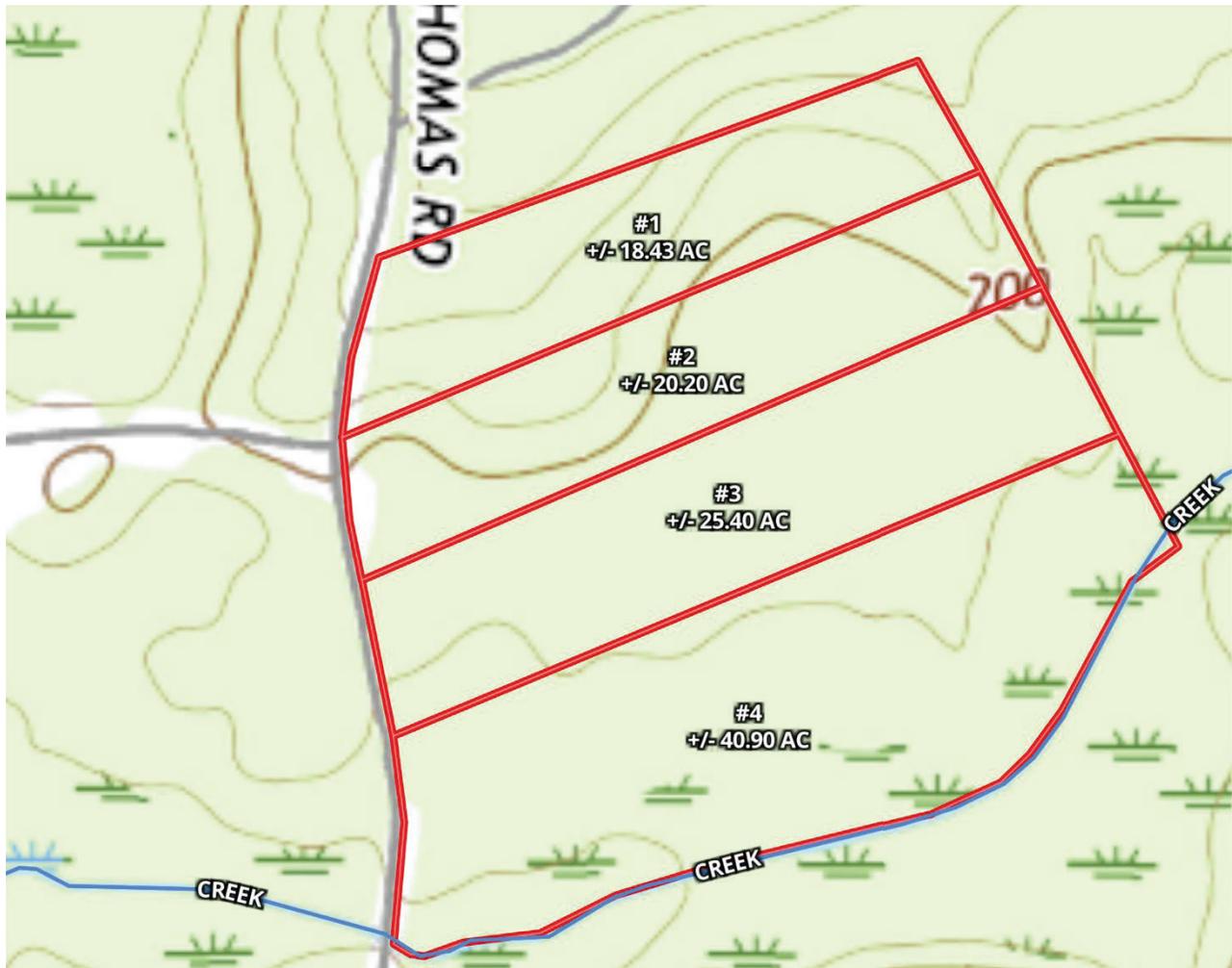
# Contour

Offering #4



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Topo



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Neighborhood

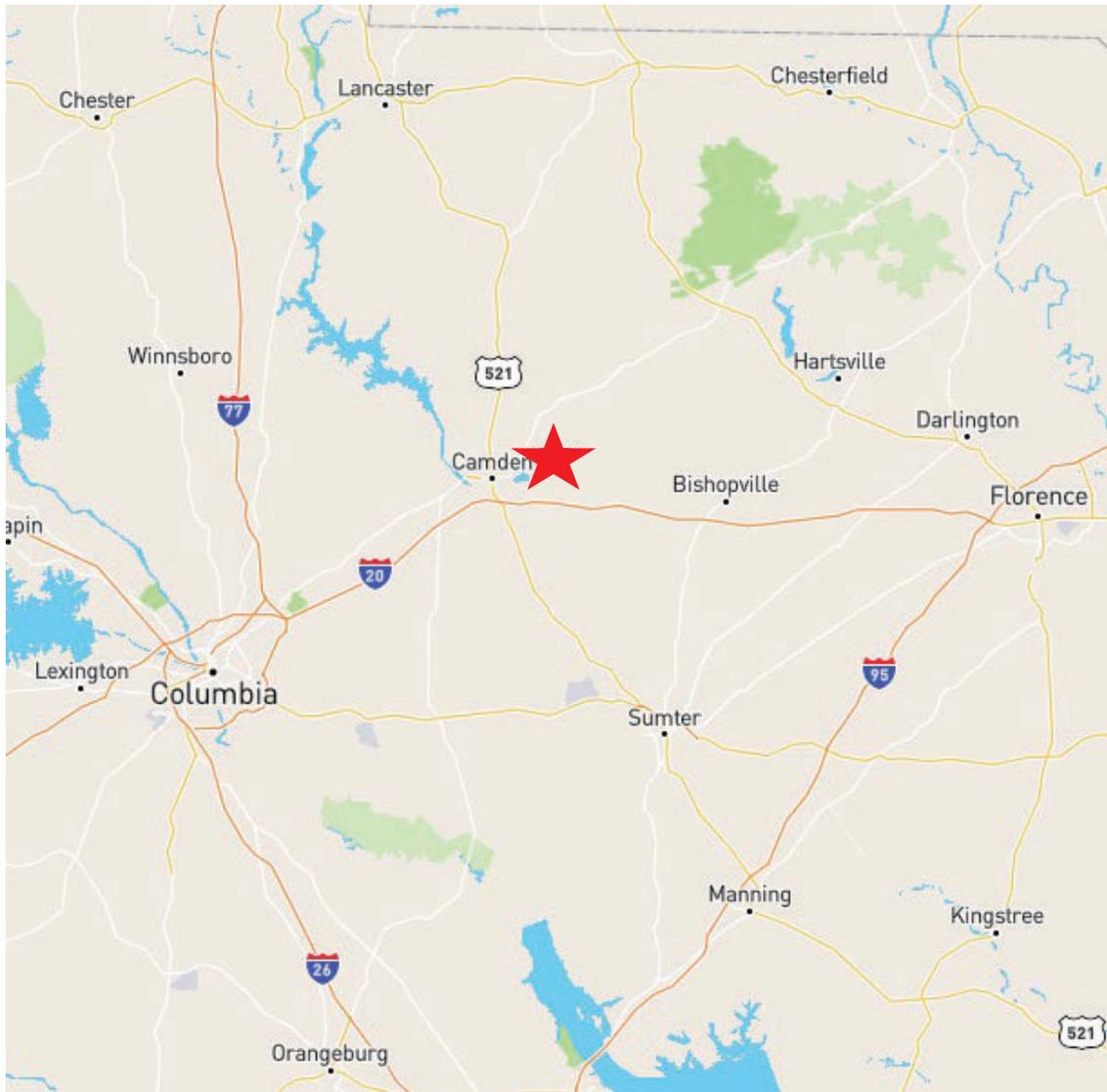
TBD Pickett Thomas Rd.,  
Camden, SC 29020





# Location

TBD Pickett Thomas Rd.,  
Camden, SC 29020



# Parcel Information Report (2022/07/09 06:33)

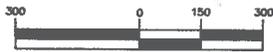
260-00-00-031



## General Information

<b>Parcel Number</b> 260-00-00-031	<b>Building Type</b>	<b>Grantor</b>
<b>Owner Name</b> THE CORNER GROUP LLC	<b>Finished Building Area</b> 0	<b>Previous Deed Book-Page</b> 2878-84
<b>Owner Name2</b>	<b>Primary LandUse Code</b> RG	<b>Previous Sale Date</b> 2011/12/22
<b>Owner Name3</b>	<b>Total Land Value</b> 710800	<b>Previous Sale Price</b> \$5.00
<b>Location Address</b> 1175 OLD STAGECOACH RD CAMDEN, SC 29020 0	<b>Total Yard Item Value</b> 0	<b>Zoning</b>
<b>Mailing Address</b> 124 ROCKET LANE MONKS CORNER, SC 29461	<b>Total Building Value</b> 0	<b>Deed Book-Page</b> 4753-233
<b>Legal Description</b>	<b>Total Market Value</b> 710800	<b>Plat Book</b> D144
<b>Year Built</b> 0		<b>Plat Page</b> 7A
<b>Total Acreage</b> 142.16		<b>District</b> 291
<b>Sale Date</b> 2022/05/27		
<b>Sale Price</b> \$1,000,000.00		
<b>Sale Type</b> No Match		

GRAPHIC SCALE



1 inch = 300 ft.

LEGEND:

Iron Pin Found - ●  
Calculated Point - +

Purpose for plat: Resurvey of Tax Map No. 260-00-00-031

Prepared for:

The Corner Group LLC

Prepared by:

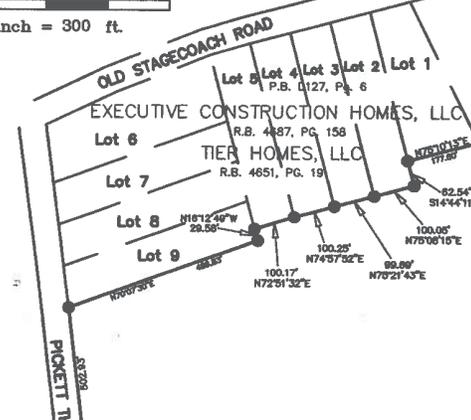
ROBERT H. LACKEY SURVEYING, INC.

PROPERTY SURVEY May 17, 2022 Tax Map No. 260-00-00-031

Located approx. 6 miles east of Camden - Kershaw County - South Carolina

References: R.B. 2878, PG. 84; P.B. 36, PG. 2181

Wetlands were neither investigated nor determined during this survey.



N/F  
CHAPMAN DEVELOPMENT, LLC  
R.B. 4659, PG. 170

CERTIFICATE

This is to certify that this plat is approved by the Kershaw County Planning & Zoning Department

MAY 20 2022

For recording in the office of the  
Kershaw County Register of Deeds  
*[Signature]*  
Planning and Zoning Official



146.23 acres

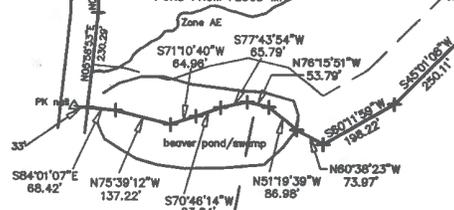
202200005345  
Filed for Record in  
KERSHAW COUNTY SC  
BILLIE MCLEOD, REGISTER,  
05-20-2022 At 11:14:41 a.m.  
PLAT LARGE 25.00  
Volume D144 Page 7A

N/F  
MICHAEL E. LEE, ET AL  
R.B. 4556, PG. 62

WATER QUALITY BUFFER Note:  
"There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the Kershaw County Planning Official."

A portion of this property is located in a 100 year flood plain as shown on FIRW map 4505500345P dated 9/28/2018

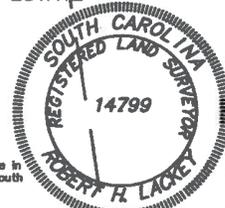
NOTE: CREEK LOCATION THROUGH BEAVER POND FROM FLOOD MAP



MT. JOSHUA  
MISSIONARY BAPTIST CHURCH  
R.B. 2700, PG. 188

I hereby state that to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets all of the requirements for a Class C survey as specified therein.

Robert H. Lackey - SCRLS # 14799 - P.O. Box 713 - Camden, SC 29020 - Phone 803-432-0968



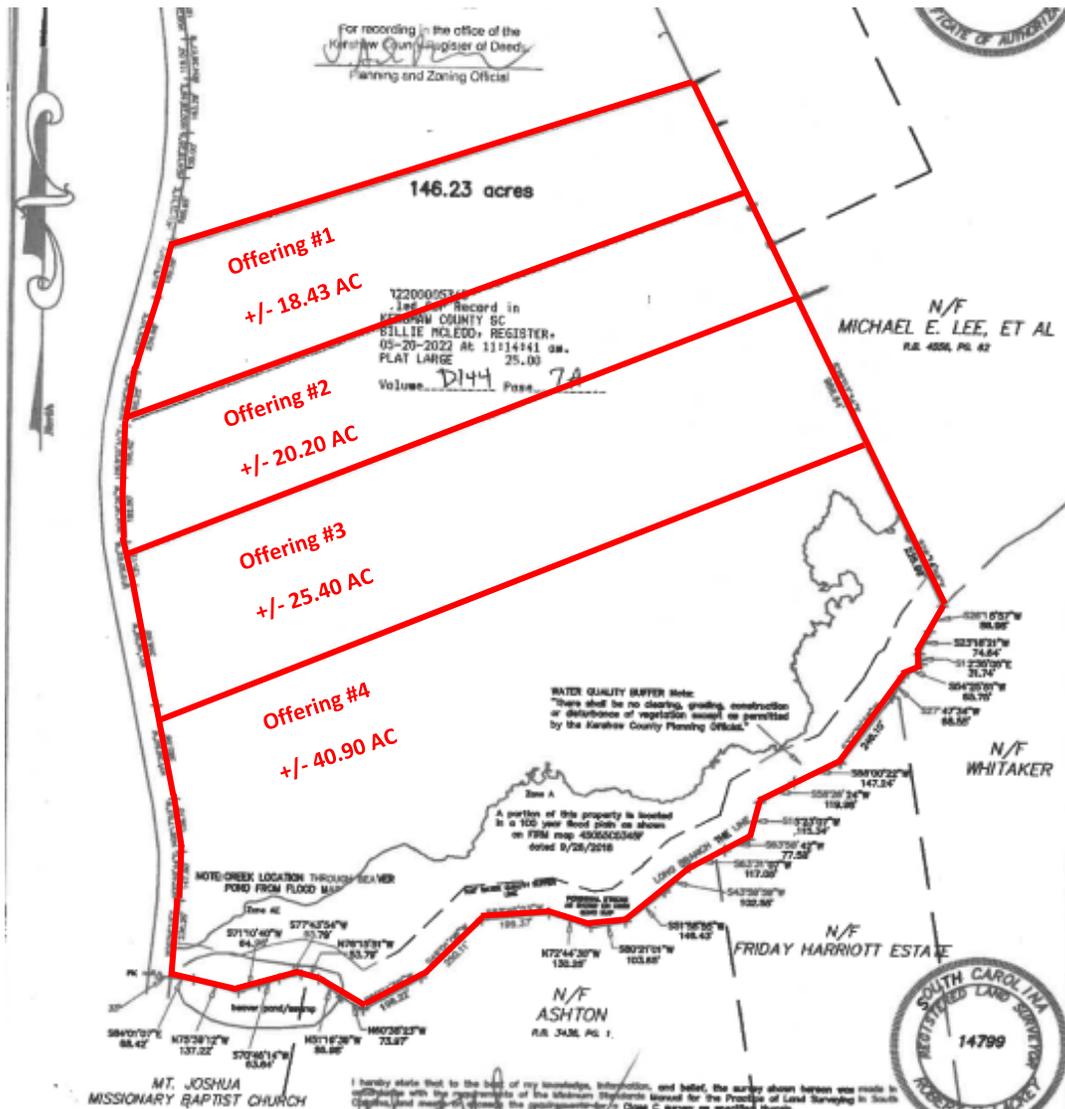


# Survey

TBD Pickett Thomas Rd.,

Auction Services

Camden, SC 29020



**\*\*Survey shows approximate boundaries. Use for illustration purposes only. \*\***

202200005868  
Filed for Record in  
KERSHAW COUNTY SC  
BILLIE MCLEOD, REGISTER,  
06-06-2022 At 08:39:31 am.  
DEED 15.00  
STATE 2600.00  
COUNTY 1100.00  
OR Volume 4753 Page 233 - 236

Instrument Volume Page  
202200005868 OR 4753 233

Deed Prepared by:  
Blair Cato Pickren Casterline, LLC  
700 Huger Street, Suite 102  
Columbia, SC 29201

Space above this line reserved for Recorder use

STATE of SOUTH CAROLINA  
COUNTY of Kershaw

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **TERRY M. HANCOCK AND WILLIAM H. HANCOCK, AS TRUSTEES U/W OF JANIE B. HANCOCK DATED JULY 16, 2010 AND LAWRENCE F. GODWIN, JR.** (hereinafter called "Grantor"), for and in consideration of the sum of One Million Dollars and No Cents (\$1,000,000.00) to the Grantor in hand paid at and before the sealing of these presents by **THE CORNER GROUP, LLC**, (hereinafter called "Grantee") in the State aforesaid, (the receipt and sufficiency of which is hereby acknowledged), and subject to all easements and restrictions of record and otherwise affecting the property, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the Grantee, his/her/its heirs, successors and/or assigns:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Kershaw, State of South Carolina, being shown as containing 146.23 acres, more or less, and delineated on a plat prepared for The Corner Group LLC by Robert H. Lackey Surveying, Inc., dated May 17, 2022, and recorded May 20, 2022, in the office of the Register of Deeds for Kershaw County in Plat/Record Book D144 at page 7A. Reference to said plat is made for a more complete and accurate description.

22-127707

Recorded this 6 Day  
Of June 2022  
Dennis Arledge  
Kershaw County Auditor

This being the same property conveyed to Terry M. Hancock and William H. Hancock, as Trustees U/W of Janie B. Hancock dated July 16, 2010 by deed of Estate of Janie B. Hancock, by Terry M. Hancock, Personal Representative dated December 21, 2011, and recorded December 22, 2011, in the office of the Register of Deeds for Kershaw County in Deed/Record Book 2878, Page 84.

Grantee's address: 124 Rocket Lane, Moncks Corner, SC 29461

TMS#: 260-00-00-031

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs, Successors and/or Assigns forever.

And the Grantor does hereby bind himself and his heirs to warrant and forever defend all and singular the premises unto the Grantee, His Heirs and Assigns against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: May 27, 2022.

Signed, Sealed and Delivered in the presence of:

[Signature]  
Witness #1

[Signature]  
Witness #2/Notary

Terry M. Hancock and William H. Hancock, as Trustees U/W of Janie B. Hancock dated July 16, 2010

By: [Signature]  
Terry M. Hancock, Trustee

By: [Signature]  
William H. Hancock, Trustee

[Signature]  
Lawrence F. Godwin, Jr.

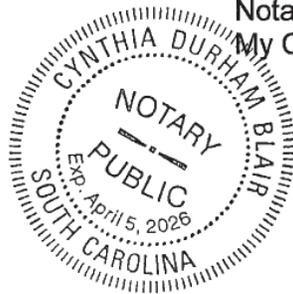
STATE OF SOUTH CAROLINA  
COUNTY OF

ACKNOWLEDGMENT  
S.C. §30-5-30  
(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina, do hereby certify that the above-named Grantor(s) personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 27 day of May, 2022.

[Signature]  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

- 1. I have read the information on this affidavit and I understand such information.
- 2 The property being transferred is located at 1175 Old Stagecoach Road, Camden, SC 29020, bearing County Tax Map Number 260-00-00-031, was transferred by Terry M. Hancock and William H. Hancock, as Trustees U/W of Janie B. Hancock dated July 16, 2010 and Lawrence F. Godwin, Jr. to The Corner Group, LLC on May 27, 2022.

3. Check one of the following: The deed is

- (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
- (c) \_\_\_\_\_ exempt from the deed recording fee because (See Information section of affidavit): \_\_\_\_\_

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):

- (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,000,000.00.
- (b) The fee is computed on the fair market value of the realty which is \_\_\_\_\_.
- (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_.

5. Check Yes \_\_\_\_\_ or No XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \_\_\_\_\_.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$1,000,000.00
- (b) Place the amount listed in item 5 above here: \_\_\_\_\_ -0- \_\_\_\_\_  
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$1,000,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$3,700.00

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller

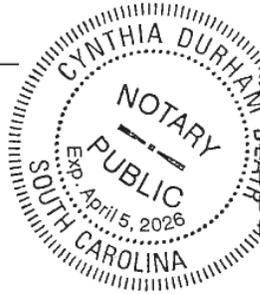
9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Terry M. Hancock and William H. Hancock, as Trustees U/W of Janie B. Hancock dated July 16, 2010

By: Terry M. Hancock  
Terry M. Hancock, Trustee

By: William H. Hancock  
William H. Hancock, Trustee

By: Lawrence F. Godwin, Jr.  
Lawrence F. Godwin, Jr.



SWORN to and subscribed before me this 27 day of May 2022  
Notary (L.S.): [Signature]  
Notary (printed name): \_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**CONTRACT FOR BUY/SALE REAL PROPERTY**

- 1. **OFFER AND DESCRIPTION:** \_\_\_\_\_ (herein, "Purchaser") agrees to buy, and **The Corner Group, LLC** ("Seller") (collectively herein the "Parties"), agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any located in **Kershaw** County, South Carolina (the "Property") and being described as follows:

**Property Address: TBD Pickett Thomas Road, Camden, SC 29020**

**TMS:**

- 1. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 18.43 Acres
- 2. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 20.20 Acres
- 3. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 25.40 Acres
- 4. Portion of Parcel ID 260-00-00-031; Deed Book 4753 Page 233; Consisting of +/- 40.90 Acres

- 2. **PURCHASE PRICE:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: \_\_\_\_\_

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

- 3. **EARNEST MONEY DEPOSIT: \$5,000 per tract** (hereinafter referred to as the "Earnest Money Deposit") to be paid by the Purchaser to \_\_\_\_\_ (herein "Escrow Agent" or Settlement Agent") within 24-hours of the ratification of this contract. The Deposit shall be held by the Escrow Agent or Settlement Agent, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

- 4. **CLOSING COSTS:** Each party will pay their own expenses necessary for the consummation of this purchase and sale, unless otherwise agreed herein. By way of example, Purchaser shall pay Purchaser's lender fees, escrow fees, title search fees, title examination and title insurance fees, Buyer's attorney's fees, pre-paid's, and Settlement Agent's fees; Seller shall pay Seller's attorney's fees, deed preparation, transfer tax, Payoffs, Settlement Agent's fees attributable to the Seller, and any fees Seller may be required to pay third parties to consummate the sale.

- 5. **CONVEYANCE AND CLOSING DATE:** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by a proper **General Warranty Deed**, free of all liens, tenancies, defects and encumbrances, except as

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otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

The deed will be prepared in the name(s) of \_\_\_\_\_ and delivered to the stipulated place of closing with the transaction to be closed on or before \_\_\_\_\_. The parties agree this closing date may be extended up to 5-days without separate addendum agreed between the parties.

6. **POSSESSION:** Possession of said Property will be given to Purchaser at the time of closing. **The Property shall be delivered to Purchasers As-Is, Where-Is at the time of this contract.**
7. **ADJUSTMENTS:** Real estate taxes, homeowner's association fees/regime fees, and rents, when applicable, will be adjusted as of the date of closing. Tax prorations are based on the most current tax bill and are prorated on that basis, unless otherwise stipulated in writing. **Prorations at closing shall be final.** Purchaser will be responsible for applying for the agricultural or primary residence tax rate, if applicable.
8. **NON-RESIDENT TAX:** Seller covenants and agrees to comply with the provisions of Section 12-8-580 of the Code of Laws of South Carolina, 1976 (as amended), regarding withholding requirements of owners who are not residents of South Carolina as defined in the said statute.
9. **PERSONAL PROPERTY, FIXTURES, ETC.:** The parties agree all furniture, rugs, artificial plants, mattresses, free standing lamps, window fixtures, refrigerator, stove, television, clothes washing machine and clothes dryer currently at the property shall convey to Purchaser at no additional value, unless otherwise expressly agreed in writing and attached hereto. All fixtures to convey.
10. **FIRE OR CASUALTY:** In the event the Property is destroyed or damaged by fire or other casualty prior to closing, Purchaser or Seller will have the option for ten (10) days thereafter or proceeding hereunder, or of terminating this Contract by written notification to the other party.
11. **DEFAULT:** If Purchaser or Seller fails to perform any covenant of this Contract, the other party may seek any available legal or equitable remedy and may terminate this Contract. If litigation is required to resolve the matter, the prevailing party shall be entitled to an award

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of costs and expenses of the action, including reasonable attorney' fees. Furthermore, the parties expressly agree to indemnify and hold Escrow Agent harmless from any claims or damages arising from Escrow Agent's refusal to release the earnest money in a manner inconsistent with the provisions of this paragraph. For the purposes of this contract, "actual costs incurred" by the Purchaser shall include all documented costs, expenses or obligations incurred for or by Purchaser or broker in effort to consummate this sale. Such costs include but are not limited to: title examination and other title expenses.

12. **DISCLAIMER:** the Purchaser acknowledges the Seller gives no guarantee or warranty of any kind, express or implied, as to the physical condition of the Property, unless otherwise provided for in the Contract. Seller does not warrant the condition of any improvements, services, appliances or systems thereto, or as the merchantability or fitness for a particular purpose of the Property or improvements thereon. Any implied warranty is hereby disclaimed by the Seller.

Purchaser and Seller will indemnify and hold the Closing Attorney and Auction Company harmless from any breach of contract, and any negligent or intentional acts or omissions of any inspectors, repair companies, or other service providers employed by Purchaser or Seller.

13. **CONDITION OF PROPERTY:**

(A) **INSPECTIONS:** All Parties agree the Property is being sold "As-Is". "As-Is" means Purchaser buys the Property for the purchase price (set forth in Section 2) while the Seller maintains the Property from the Effective Date through Closing subject to normal wear and tear without repair or replacement.

(B) **INSPECTION/MAINTENANCE:** Seller agrees to allow Purchaser, or its designee, the right to re-inspect the Property and to perform a walk-through of the Property, prior to closing. The Property will be maintained in the same condition as on the Effective Date, until the day of closing.

(C) **WATER/WASTE SYSTEMS:**

- 1) Seller represents the Property is \_\_\_ is not \_\_\_ connected to a septic tank
- 2) Seller represents the Property is \_\_\_ is not \_\_\_ connected to water well system.

(D) **LIABILITY:** Purchaser understands and acknowledges that any inspections undertaken are "at your own risk" and the Seller shall not be liable for any claim or damages resulting therefrom. Purchaser further understands and agrees to fully indemnify the Seller for any damage caused to the property as a direct result of the Purchasers inspections.

14. **MEGAN'S LAW:** The Purchaser and Seller agree the Closing Attorney and its agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. This information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

15. **HOMEOWNER'S ASSOCIATION:** The Seller represents the property is not subject to a mandatory associate fee.

16. **ENTIRE CONTRACT; BINDING CONTRACT; TIME:** This written contract expresses the entire agreement between the parties unless there is a written addendum or modification signed by Purchaser and Seller. Both the Purchaser and Seller hereby acknowledge they have not received or relied upon any statements or representations by either Broker or their Agents which are not expressly stipulated herein. This Contract shall be binding on the Purchaser, the Seller and their heirs, personal representatives, successors and assigns. This is a legally binding Contract; the Purchaser and Seller acknowledge that they have been advised to seek independent legal advice regarding this Contract and further acknowledge that they have had the opportunity to do so. **TIME IS OF THE ESSENCE IN EACH PARAGRAPH OF THIS CONTRACT WHERE A PERFORMANCE TIME IS STIPULATED.**

17. **ARBITRATION CLAUSE:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relating to this Contract, shall be submitted to mediation in accordance with the South Carolina Arbitration Act. Disputes shall include representations made by the Purchaser(s), Seller(s) or any Real Estate Broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the arbitration conference shall be binding. This arbitration clause shall survive for a period of 120 days after the date of the closing.

The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court; or (e) any action taken regarding the disposition of Earnest Money held under this Contract. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to arbitrate under this provision, nor shall it constitute a breach of the duty to arbitrate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it will survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**19. FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree the offer, any counter offer and/or acceptance of any offer, may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the Internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

**20. EFFECTIVE DATE:** The Effective Date shall be the last date upon which the Purchaser or Seller signs or initials and delivers this Contract as evidenced by the date beside the name or initials of the last party to sign or initial.

**21. REMARKS OR ADDITIONAL CONDITIONS (MUST BE INITIALED BY ALL PARTIES IF ANYTHING IS ADDED HERETO):**

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**IN WITNESS WHEREOF**, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

\_\_\_\_\_  
The Corner Group, LLC Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date