



**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

AUCTION DATE – Thursday, January 11th, 2024 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 246-00-00-004; Deed Book 4991 Page 305; Consisting of +/- 25.285 Acres
2. Portion of Parcel ID 246-00-00-004; Deed Book 4991 Page 305; Consisting of +/- 25.285 Acres

More Commonly Known As: TBD Mt Zion Rd., Camden, SC 29020

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, January 11th, 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**. 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).

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 Matt Gallimore at (803) 445-4377.

- 4) **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.
- 5) **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).
- 6) **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.

- 7) **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 | Gunter & Associates 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.
- 8) **Closing:** Closing shall be on or before **Monday, February 26th, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 9) **Easements:** The sale of the property is subject to any and all easements of record.
- 10) **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.
- 11) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 12) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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).

- 17) **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.

- 18) **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

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

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

Offering #1



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

Aerial

Offering #2



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

Contour



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

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. ****

Topo

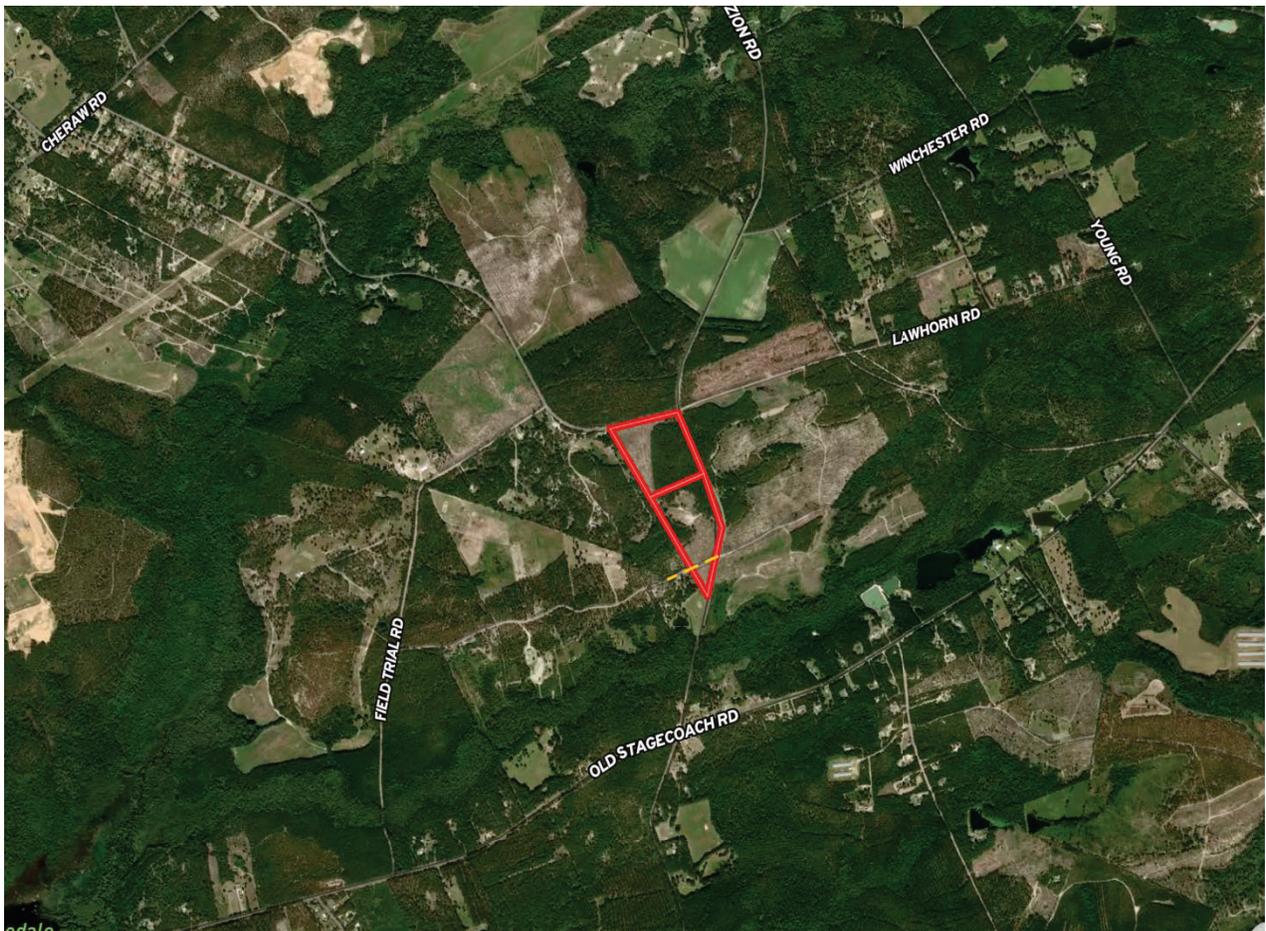


**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

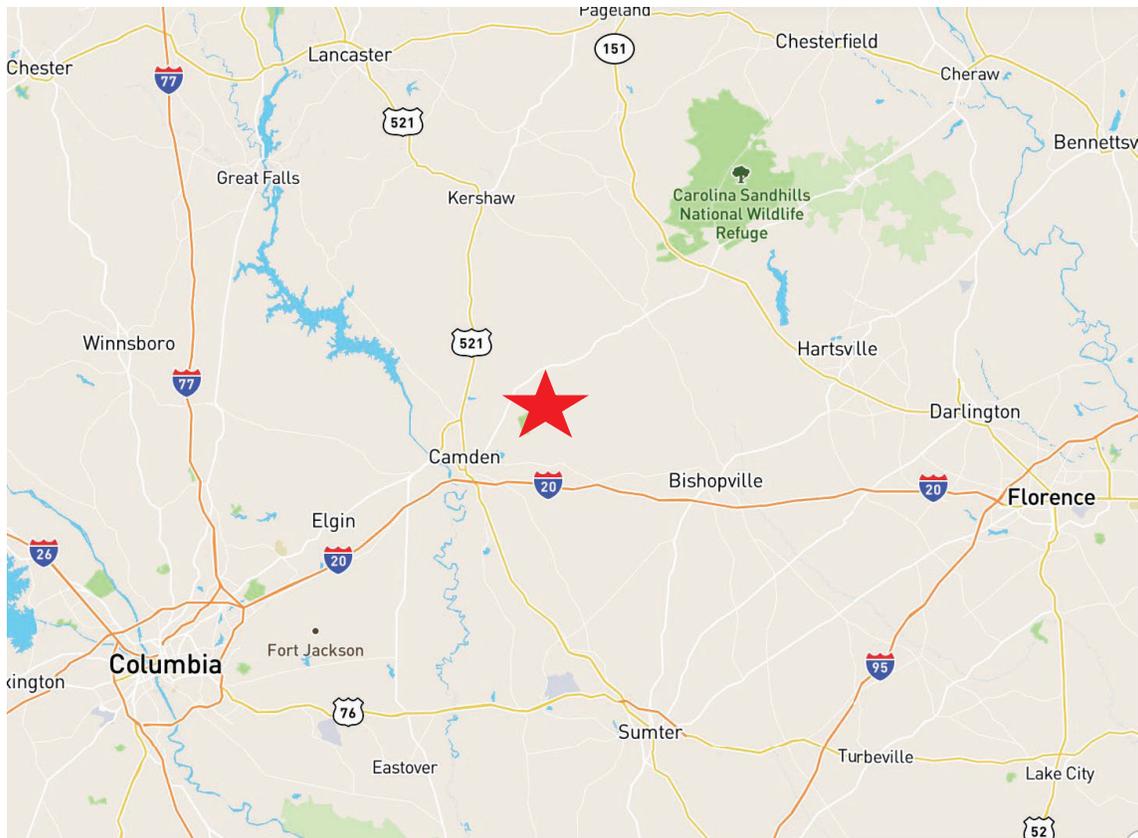
TBD Mt Zion Rd.,
Camden, SC 29020





Location

TBD Mt Zion Rd.,
Camden, SC 29020

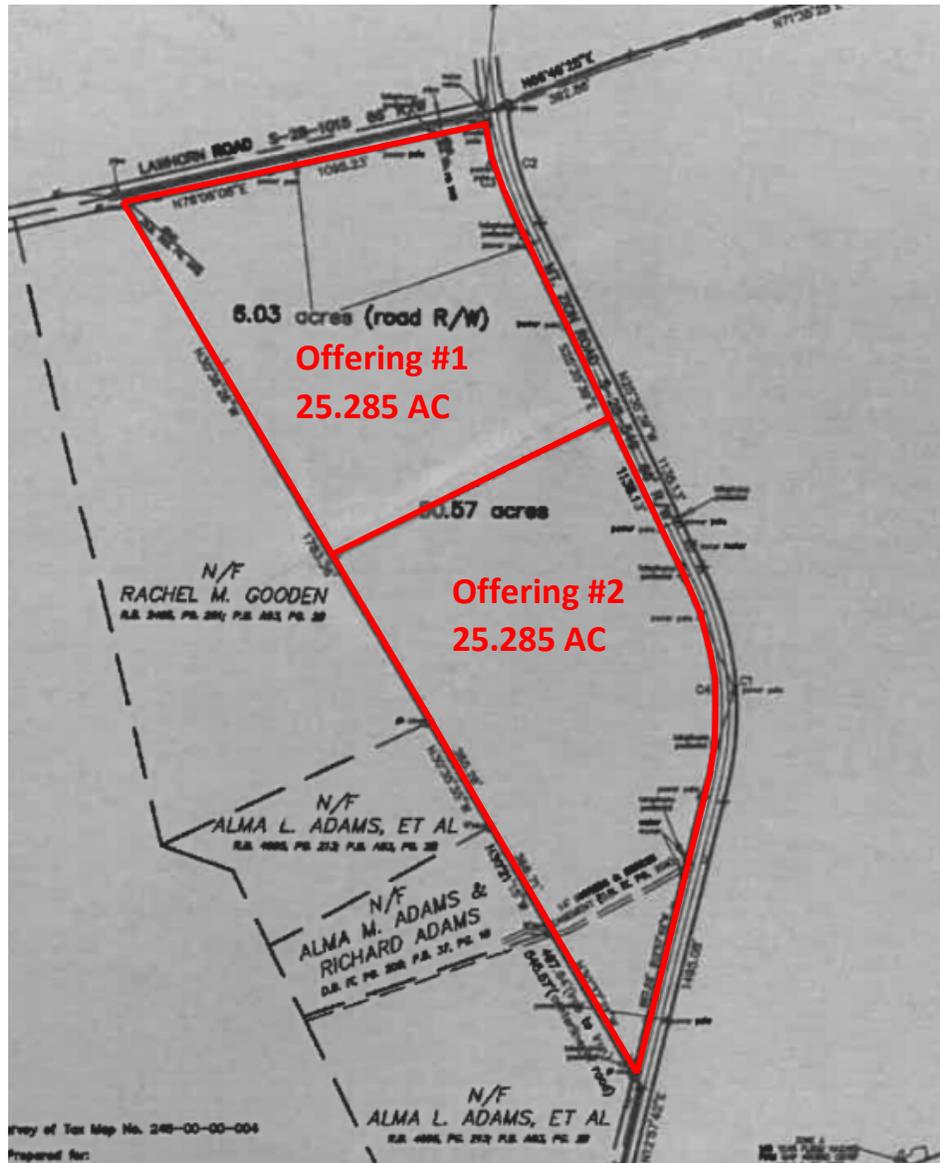




Auction Services

Survey

TBD Mt. Zion Rd.,
Camden, SC 29020



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

Parcel Information Report (2022/06/05 10:04)

246-00-00-004



General Information

| | | |
|--|-------------------------------------|---|
| Parcel Number 246-00-00-004 | Building Type | Grantor |
| Owner Name ANDREWS CAROLYN W | Finished Building Area 0 | Previous Deed Book-Page 791-250 |
| Owner Name2 C/O WILLIAM M WEST | Primary LandUse Code 0FR | Previous Sale Date 1999/08/20 |
| Owner Name3 | Total Land Value 37300 | Previous Sale Price \$5.00 |
| Location Address 1010 MT ZION RD CAMDEN, SC 29020 | Total Yard Item Value 500 | Zoning |
| Mailing Address 345 PORTH CIRCLE LEXINGTON, SC 29072 | Total Building Value 0 | Deed Book-Page 3096-174 |
| Legal Description | Total Market Value 610500 | Plat Book |
| Year Built 0 | | Plat Page |
| Total Acreage 305.00 | | District 290 |
| Sale Date 2014/05/10 | | |
| Sale Price \$0.00 | | |
| Sale Type Gift | | |

William Michael West and Bonnie West in Deeds dated December 27, 1996 and recorded in Book 484 at pages 17, 20, 23, and 26. Thereafter she conveyed another 10% interest to Barbara West Polk and Gregg Polk, Thomas Richard West and Tina West, Carolyn West Andrews and Peter Andrews, and William Michael West and Bonnie West in Deeds dated February 12, 1997 and recorded in Book 496 at pages 161, 167, 185, and 188; thereafter Tina West conveyed her interest to Thomas Richard West in Deed dated April 23, 1997 and recorded July 7, 1997 in Book 537 at page 268 and also in Deed dated August 16, 1999 in Book 791 at page 250; thereafter by Deed of Distribution from the Estate of Willie May West dated May 10, 2013, the remaining 20% interest was conveyed to Carolyn W. Andrews, William Michael West, Sr. Barbara W. Polk and Thomas Richard West, said deed recorded on May 24 2013 in Book 3096 at page 174; Peter Andrews died testate on November 14, 2020 and an ancillary estate was filed in Kershaw County Probate Court, Case No. 2023ES2800394 and in accordance with his Last Will and Testament, the property was conveyed by Deed of Distribution to Robert Armstrong Andrews, David Jordan Andrews and Mark Van Etten Andrews, said deed dated July 15, 2023 and recorded simultaneously herewith; and thereafter Robert Armstrong Andrews, David Jordan Andrews and Mark Van Etten Andrews conveyed their interest to Carolyn Andrews by deed dated July 15, 2023, said deed being recorded simultaneously herewith. *see Deed Book 4991 Pages 295 and 299*

TMS Number: 246-00-00-004

Grantee Address: 208 Wyndham Farms Way, Moncks Corner, SC 29461

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

TO HAVE AND TO HOLD all and singular, the said Premises before mentioned unto the said Grantee, its successors and assigns, forever; subject, however, to the rights, conditions, and restrictions that constitute covenants running with the land, all as set forth herein.

AND we do hereby bind ourselves, our heirs and assigns, to warrant and forever defend, all and singular, the said premises unto the said Grantee, its successors and assigns, against us, our heirs, successors and assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my hand and seal this 30 day of June, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

Witness #1 - Sign Here

Vaderis Brooker

Witness #1 - Print Name Here

[Signature]

Witness #2/Notary Public - Sign Here

Hannah E. Warren

Witness #2/Notary Public - Print Name Here

[Signature]

Thomas Richard West

STATE OF South Carolina
COUNTY OF Richland

The foregoing instrument was acknowledged to before me, the undersigned Notary, by
its Maker, Thomas Richard West on this 30 day of June, 2023

[Signature]

(Notary to sign)

Hannah E. Warren

(Notary to print name)

NOTARY PUBLIC FOR South Carolina

My Commission Expires: April 20, 2028

Affix Seal



WITNESS my hand and seal this 30 day of June, 2023

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness #1 - Sign Here

Kathleen S. Clay
Witness #1 - Print Name Here

[Signature]
Witness #2/Notary Public - Sign Here

Truman Crockett
Witness #2/Notary Public - Print Name Here

Barbara W. Polk
Barbara W. Polk

[Signature]
Gregg Polk

STATE OF Georgia
COUNTY OF Baldwin

The foregoing instrument was acknowledged to before me, the undersigned Notary, by its Maker, Barbara W. Polk and Gregg Polk on this 30 day of June, 2023

Blair Register (Notary to sign)
Blair Register (Notary to print name)
NOTARY PUBLIC FOR Georgia / Baldwin Co.
My Commission Expires: 4/23/2024

Affix Seal

Blair Register
Notary Public
Baldwin County, Georgia
My Commission Expires 04/23/2024

WITNESS my hand and seal this 29 day of June, 2023.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1 - Sign Here (Handwritten signature)

Witness #1 - Print Name Here (Handwritten name)

William Michael West Sr. William Michael West, Sr.

Witness #2/Notary Public - Sign Here (Handwritten signature)

Witness #2/Notary Public - Print Name Here (Handwritten name)

Bonnie West Bonnie West

STATE OF South Carolina COUNTY OF Lexington

The foregoing instrument was acknowledged to before me, the undersigned Notary, by its Maker, William Michael West, Sr., and Bonnie West, on this 29 day of June, 2023.

Notary signature and name (Notary to sign and Notary to print name)

NOTARY PUBLIC FOR SC My Commission Expires: 6/13/2033

Affix Seal



WITNESS my hand and seal this 30th day of June, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lawrence Edward Tickle, Jr.
Witness #1 - Sign Here

Lawrence Edward Tickle, Jr.
Witness #1 - Print Name Here

Carolyn W. Andrews
Carolyn W. Andrews

Charla Berkley Ellis
Witness #2/Notary Public - Sign Here

Charla Berkley Ellis
Witness #2/Notary Public - Print Name Here

STATE OF NC
COUNTY OF Franklin

The foregoing instrument was acknowledged to before me, the undersigned Notary, by its Maker, Carolyn W. Andrews on this 30th day of June, 2023

Nicole K. Parnell (Notary to sign)
Nicole K. Parnell (Notary to print name)

NOTARY PUBLIC FOR Franklin County
My Commission Expires: 11/12/2023

Affix Seal



STATE OF SOUTH CAROLINA
COUNTY OF KERSHAW

AFFIDAVIT

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 is being transferred by Carolyn West Andrews etal to The Corner Group, LLC on ~~June 30, 2023~~ July 21, 2023
3. Check one of the following: The DEED is
 - (a) X 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 distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (exemption # _____)(Explanation If required)(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,010,485.00.
5. Check YES_ or NO_X_ 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. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) 1,010,485.00 the amount listed in item 4 above
 - (b) _____ the amount listed in item 5 above
 - (c) 1,010,485.00 Subtract Line 6(b) from 6(a)and place result.

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

8. I understand that a person required to furnish this affidavit who willfully 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.

Heather C. Gubert
Heather C Gubert

Sworn to before me this 21
day of July, 2023
Christina Wilcox (Notary to sign)
Notary Public for South Carolina
Christina Wilcox (Notary to print name)
My commission Expires: 7-15-25



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 Mt Zion Road, Camden, SC 29020

TMS:

- 1. Portion of Parcel ID 246-00-00-004; Deed Book 4991 Page 305; Consisting of +/- 25.285 Acres
- 2. Portion of Parcel ID 246-00-00-004; Deed Book 4991 Page 305; Consisting of +/- 25.285 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 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

2 | SAMPLE

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 proration 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 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

3 | SAMPLE

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

5 | SAMPLE

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):

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