



**Fulford Realty
& Auctions**
Co Lic #C276

TERMS AND CONDITIONS

Saturday, April 24th, 2021

Hwy 103 – Slocumb, AL

(This instrument to be attached to and made a part of the Real Estate Contract)

UNITED COUNTRY FULFORD REALTY AND AUCTIONS, STEPHEN F BURTON, ASSOC.BROKER/AUCTIONEER (AL Lic 1337 # AL RE LIC #: 67312 GAL 1548, AU 649), WOULD LIKE TO WELCOME YOU TODAY. The Sellers have chosen to market this property the most effective way - "The Auction Way".

****** IN THIS SALE TODAY WE ARE ACTING AS A SELLER'S AGENT ****** (Seller is a licensed Alabama Real Estate Broker).

ORDER OF SALE – The Real Estate will be offered by the dollar per acre, high bidder's choice. High Bidder on a bidding cycle may take one or multiple tracts. If multiple tracts are taken on one bidding cycle, they may not be broken up during the combination phase. When all Tracts have been knocked down, combination request and the property as a whole will be offered if requested. A 10% Buyer's Premium will be added to the high bid to arrive at the final contract price..

POSSESSION – Possession on the property shall be granted at closing.

SURVEY Seller will provide a survey on parcels where offers are accepted. No Tracts are being offered Absolute. All Tracts are being offered "subject to Owner Confirmation". Seller has the right to accept or reject any or all offers.

TERMS ON ALL PROPERTIES - REAL ESTATE - (10% Buyers Premium added to final bid to attain final contract amount.) **10% of the contract price down as earnest money binder**, enter into a sales contract with the balance due at closing on or before **May 24, 2021**. County real estate ad valorem taxes on the realty and improvements will be prorated as of day of closing. Should purchaser desire title opinion or title insurance, they shall obtain it at their own expense. Properties to be conveyed to purchaser by Warranty Deed, free and clear of all liens or mortgages and subject to the following: All outstanding easements of any kind on said property for roads, utilities, power lines, and the like; to any cemeteries that might exist on the property; any mineral, oil and gas past conveyances, leases or reservations; any outstanding lease recorded or unrecorded; zoning ordinances affecting property; restrictions of record; all rules and regulations of any appropriate authority having jurisdiction over the property; unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments which an accurate and complete survey would disclose. Seller(s) to furnish Warranty Deed and pay proration of 2021 taxes. All other closing cost shall be paid by the Purchaser. Earnest money deposit checks are to be made payable to **United Country Fulford Realty and Auctions, 10137 E State Hwy 52, Hartford, AL, 36344-334-588-3124**. Acceptance or rejection of bids will be open until **Saturday, May 24th @ 5:00 p.m (CST)**. Purchaser may be notified of acceptance or rejection personally, by phone or faxed message. Such notification of acceptance constitutes a binding contract.

**** NO CONTINGENCIES ON FINANCING. No contract offer will be contingent upon any required or requested appraisal.** If you are not sure that your financing is in order so that you can close by the closing date stipulated above, please **DO NOT** bid! Any earnest money deposit checks given that are returned to United Country Fulford Realty and Auctions, for "non-sufficient funds" or "payment stopped" or the designated Escrow Agent will be treated as a bad check and will be dealt with as such, and all information will be turned over to the District Attorney's office. By the execution of this bidding agreement the undersigned consents to the jurisdiction of the Superior Court of the County in which the property is located or other authority having jurisdiction to resolve any and all disputes of what-so-ever kind of nature arising out of the undersigned participating in this auction.

Buyer's Initials _____

Seller's Initials _____



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REPRESENTATION: United Country Fulford Realty and Auctions is acting as an agent for the Seller in these transactions. A 10% BUYERS PREMIUM WILL BE ADDED TO THE FINAL HIGH BID TO REACH THE CONTRACT PRICE AND WILL BE PAID AS COMMISSION OUT OF THE SELLERS PROCEEDS AT CLOSING. United Country Fulford Realty and Auctions, Stephen F. Burton, Assoc. Broker-Auctioneer, other Brokers, Agents or staff members of Fulford Realty and Auctions have not acted as an agent for the Purchaser(s) in this transaction.

Improvements: All improvements are being sold “AS IS-WHERE IS” with no guarantees expressed or implied. The purchaser agrees that by his/her bidding action they have been given sufficient time to inspect the property to their satisfaction, and if they have not done so, they are bidding with the understanding that any and/or all due diligence inspections on the properties is waived.

The Purchasers agree to hold United Country Fulford Realty and Auctions and Seller harmless concerning the disclosure of, or presence of, any hazardous waste or materials which may be located on property, including, but not limited to, any asbestos, lead paint, petroleum storage tanks, or dumps, or any other hazardous waste, chemicals, or materials.

ADDITIONAL NOTE: Prior to auction, all prospective purchasers should examine the property and all surrounding documentation carefully as each bidder is responsible for evaluating the property and shall not rely on the Seller or Auctioneer. Seller and Auctioneer are assuming that the bidders have inspected the real estate and are satisfied and accept the property “AS IS - WHERE IS” and without warranties expressed or implied. Personal on-site inspection of each property is recommended. The failure of any bidder (Offerer) to inspect, or to be fully informed as to the condition of all or any portion of the properties offered, will not constitute ground for any claim or demand for adjustment or withdrawal of a bid, offer or earnest money (deposit money) after its opening or tender. **Purchasers acknowledge by their bidding action that they expressly accept any and all properties on which they bid in strictly “AS IS” condition. Purchaser(s) acknowledge by their bidding action that they will abide by the Terms and Conditions of Sale as set forth herein including any announcements made from the podium.** All information was obtained from sources deemed reliable. Although every precaution has been taken to ensure accuracy, United Country Fulford Realty and Auctions, sales manager and all their agents, and the Seller(s) and all their agents will not be responsible for any errors or omissions herein. Announcements made sale day take precedence over written matter. Conduct of the auction and increments of the sale shall be at the sole discretion of the Auctioneer.

All properties are being offered subject to all rules and regulations of the County Health Dept., the City and County Zoning Commission and the Farm Services Agency, or any other governmental agency having jurisdiction over the property.

Buyer's Initials _____

Seller's Initials _____



***** ALL ANNOUNCEMENTS MADE DAY OF SALE SUPERSEDE ANY WRITTEN MATERIAL OR PREVIOUS ORAL STATEMENTS *****

****** A 10% BUYERS PREMIUM WILL BE ADDED TO ALL PURCHASES ******

www.FulfordRealty.com

***United County Fulford Realty and Auctions Would Like Thank You for
Attending Our Auction Today!***

***If you have Real Estate or Personal Property to sell, please
give us a call today to schedule a no cost, no obligation, confidential Auction
Marketing Assessment of your property!***

Steve Burton, Auctioneer - 229-263-2680

Luke Dorriety, Apprentice Auctioneer – 334-596-5723

David Miller, Broker 334-790-7208

Office – 334-588-3124

*****LICENSED IN GEORGIA, FLORIDA, ALABAMA,
With affiliates in MOST other states***