



# 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** – John Hamby and Richard Hamby

**AUCTION LOCATION** – Online at [www.Gunter-Auctions.com](http://www.Gunter-Auctions.com)

**AUCTION DATE** – Tuesday, October 7<sup>th</sup>, 2025 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension See Paragraph 15 that addresses the **“SOFT CLOSE”**.

**AUCTIONEER** – Lanny Gunter (SC Broker/SC 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.

**AUCTIONEER** – Matt Gallimore (SC Auctioneer/SC Real Estate Agent) 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:**

**Offering #1:** +/- 11 Ac; Tax Map #027-00-02-38, DB 589 PG 107

**Offering #2:** +/- 11.18 Ac; Tax Map #027-00-02-39, DB 589 PG 107

**Address:**

TBD Factory Ln., Bennettsville, SC 29512

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, October 7<sup>th</sup>, 2025 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.

### **Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in a 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 our office **United Country | Gunter & Associates** at (803) 549-5322. You can also email [admin@gunter-realty.com](mailto:admin@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 (#15).
- 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, SC Real Estate Broker and Auctioneer Lanny Gunter at (803) 445-4377, or SC Real Estate Agent and Auctioneer Matt Gallimore (540) 239-2585.
- 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) **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, faxed, 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 offering 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, November 24<sup>th</sup>, 2025**. 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 may need to be completed and approved by the 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 buyer.
- 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 – Gunter & Associates 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be the high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.

- 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 Gunter & Associates**

Real Estate Agent, Auctioneer

1103 Little St., Suite 3

Camden, SC 29020

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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**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

# Aerial



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. \*\***





**Auction Services**

# Aerial

Offering #1



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. \*\***



# Aerial

Offering #1



**\*\* Aerial map show approximate boundaries. Use for illustration purposes only. \*\***





**Auction Services**

# Aerial

Offering #2

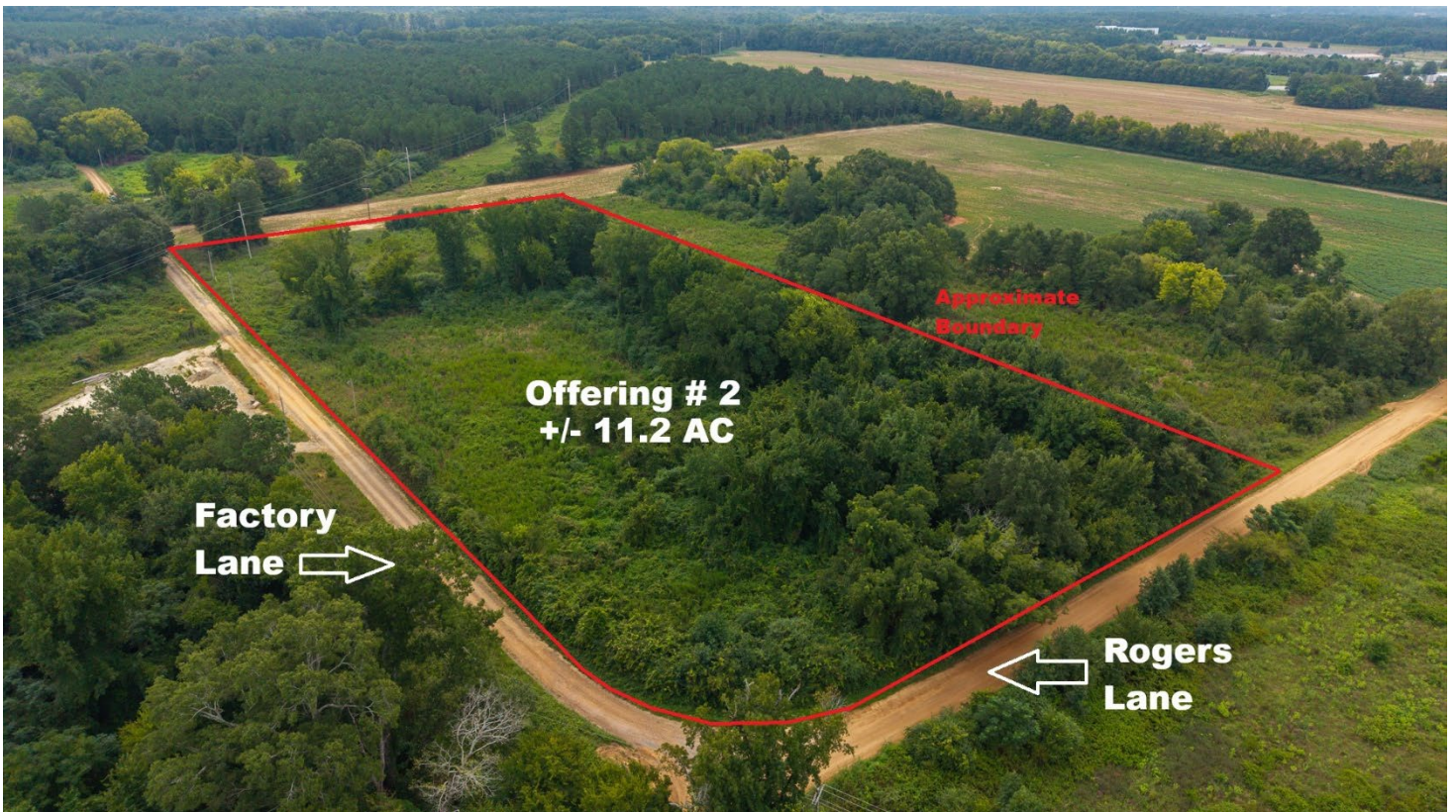


**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. \*\***



# Aerial

Offering #2



**\*\* Aerial map show approximate boundaries. Use for illustration purposes only. \*\***



# Contour



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. \*\***



**Auction Services**

# Contour

Offering #1



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only.\*\***





**Auction Services**

# Contour

Offering #2



**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. \*\***



# Wetlands

**Auction Services**







# Neighborhood

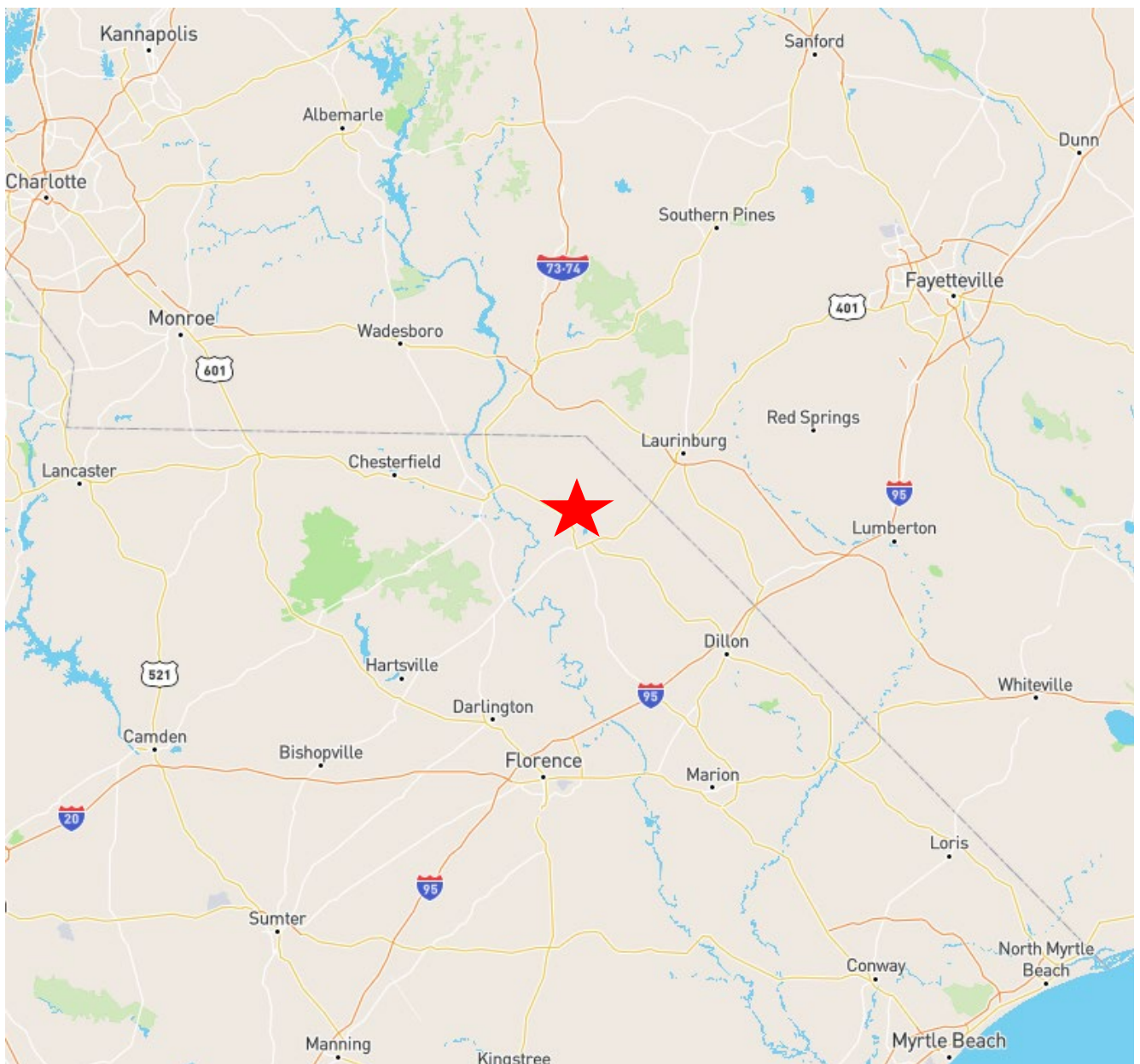
TBD Factory Ln.,  
Bennettsville, SC 29512





# Location

TBD Factory Ln.,  
Bennettsville, SC 29512





# Parcel Information Report

027-00-02-038



## General Information

<b>Map Number</b> 027-00-02-038	<b>Legal Description1</b>	<b>Plat Book</b>
<b>Owner Name</b> HAMBY JOHN GATTON	<b>Legal Description2</b>	<b>Plat Page</b>
<b>Mailing Address1</b>	<b>Total Acreage</b> 11.00	<b>Description Location1</b>
<b>Mailing Address2</b> 425 NC HWY 150 WEST	<b>Deed Book</b> 589	<b>Description Location2</b> FACTORY LANE
<b>Mailing Address3</b> GREENSBORO NC	<b>Deed Page</b> 107	<b>Sale Price</b> \$173,370.00
<b>ZipCode</b> 27455	<b>Class1 Code</b> AU	<b>Sale Date</b> 2011/04/27
<b>Physical Address</b> 0	<b>Square Feet</b> 0	
<b>Year Built</b> 0	<b>Total Number Acres</b> 11.00	
<b>Market Acres</b> 0	<b>Total Number Bldgs</b> 0	
<b>Market Appraisal</b> 15950	<b>Total Number Lots</b> 0	
<b>Market Lots</b> 15950		

# Parcel Information Report

027-00-02-039



## General Information

<b>Map Number</b> 027-00-02-039	<b>Legal Description1</b>	<b>Plat Book</b>
<b>Owner Name</b> HAMBY JOHN GATTON	<b>Legal Description2</b>	<b>Plat Page</b>
<b>Mailing Address1</b>	<b>Total Acreage</b> 11.18	<b>Description Location1</b>
<b>Mailing Address2</b> 425 NC HWY 150 WEST	<b>Deed Book</b> 589	<b>Description Location2</b> FACTORY LANE
<b>Mailing Address3</b> GREENSBORO NC	<b>Deed Page</b> 107	<b>Sale Price</b> \$173,370.00
<b>ZipCode</b> 27455	<b>Class1 Code</b> AU	<b>Sale Date</b> 2011/04/27
<b>Physical Address</b> 0	<b>Square Feet</b> 0	
<b>Year Built</b> 0	<b>Total Number Acres</b> 11.18	
<b>Market Acres</b> 0	<b>Total Number Bldgs</b> 0	
<b>Market Appraisal</b> 16211	<b>Total Number Lots</b> 0	
<b>Market Lots</b> 16211		

MAY 05 2011

ASSESSOR'S ID #

STATE OF SOUTH CAROLINA

027-00-02-038,039

027-00-02-043

TITLE TO REAL ESTATE BK 589 PG 107-110

COUNTY OF MARLBORO )

KNOW ALL MEN BY THESE PRESENTS, that BOB SWAN COMPANY, INC., by its duly authorized officer(s), hereinafter the "Grantor", in the County and State aforesaid, for and in consideration of the sum of **ONE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED SEVENTY AND 00/100 (\$173,370.00) DOLLARS**, to be paid by JOHN GATTON HAMBY, 425 NC Hwy. 150 West, Greensboro, NC 27455, hereinafter the "Grantee", in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do hereby grant, bargain, sell and release unto the said Grantee, his heirs and assigns, THE FOLLOWING DESCRIBED PROPERTY:

PARCEL B (hereinafter referred to as the "Fletcher Townsend Property")

All that certain piece, parcel or tract of land, heretofore conveyed Curby Jones by deed of Susie Gertrude Taylor, Willie B. Johns and Hallie May McRae dated January 25, 1978, recorded in Deed Book 145, Page 167, in the office of the Clerk of Court for Marlboro County and described therein as follows:

"All that certain piece, parcel or tract of land situate in said County and State, containing eleven (11) acres, more or less, bounded on the North by lands of W. M. Smith, on the East by lands of John F. Townsend, on the South by other lands of W.L.D. Jones and on the West by lands of Fletcher Townsend.

This being the same tract of land conveyed to W.L.D. Jones by Elizabeth Herndon Townsend by deed recorded in Deed Book 15 at page 203 on November 20, 1909, and is a portion of the land formerly known as the Herndon place. Reference is also made to Judgment Roll #3073 and the Will and W.L.D. Jones or file in the office of the Probate Court for Marlboro County."

Designated as Marlboro County Tax Map No. 027-00-02-038 containing 11.0 acres.

PARCEL C (hereinafter referred to as the "B.D. Moore Property")

All that certain other tract of land situate in the said county (Marlboro) and State (South Carolina) containing thirteen and 1/10 acres, more or less, bounded on the North and West by lands of W. M. Smith, on the East and South by other lands of W.L.D. Jones, being the same tract of land conveyed to W.L.D. Jones by B.D. Moore and the same conveyed to B.D. Moore by Jane Barrentine.

Designated as Marlboro County Tax Map No. 027-00-02-039 containing 11.18 acres.



PARCEL D (comprised of several tracts hereinafter referred to collectively as the "Timber Property")

Tract 4 - All that certain tract of land situated in the County of Marlboro, in the State aforesaid containing thirty and 6/10 acres, more or less; bounded on the West by land formerly owned by Sammy Jones Ellerbe, being tract next herein below described, and on the North by lands belonging to J. C. Jones and on the East by Beaver Dam Creek and other lands of W.L.D. Jones, on the South by land now or formerly owned by Richard McKay, this tract of land being designated as No. 4 upon a plat of the estate lands of Henry Jones, dec. and is the same as conveyed to W.L.D. Jones by Minnie Jones Lillison, by deed dated Dec. 27, 1915, recorded in the clerk's office of Marlboro County, which sale was confirmed by Order of Court in the case of W.L.D. Jones et al. vs. Theodore Roosevelt Ellerbe, et al.

Tract 3 - Also that certain other tract of land situated in the County of Marlboro, in the State aforesaid containing thirty and 6/10 acres, more or less; and designated as No. 3 on the plat of the estate lands of Henry Jones, dec., bounded on the North by lands of J. E. Townsend, land of W.L.D. Jones and on the East by tract No. 4 above described on the South by land now or formerly owned by Richard McKay, and on the West by Tract No. 2 allotted to W.L.D. Jones this being the same tract of land this day conveyed by Sammie Jones to those two mortgagors, W.L.D. Jones and J. C. Jones, said conveyance being made under Order of Court in the above case and vested a fee simple title in W.L.D. Jones and J. C. Jones.

Tracts 2 and 2-A - Also all those certain tracts of land situate in the County of Marlboro in the State aforesaid (South Carolina), designated as No. 2 and No. 2-A on the plat of the estate lands of Henry Jones, dec., being the tracts allotted to W.L.D. Jones, Tract No. 2 is bounded by tract No. 1, lands of H. H. Hubbard and other lands of W.L.D. Jones above described, and tract No. 3, above described. Tract No. 2-A is bounded by lands of Richard McKay, by the Run of Beaver Dam Creek and by the tracts mentioned as No. 4 and No. 1-A.

Designated as Marlboro County Tax Map No. 027-00-02-043 containing 93.4 acres.

THESE BEING A PORTION OF THE PROPERTIES CONVEYED TO BOB SWAN COMPANY, INC. BY DEED OF MARY HEDRICK BALLARD DATED DECEMBER 30, 2005 AND RECORDED IN DEED BOOK 503, PAGE 78 IN THE OFFICE OF THE CLERK OF COURT FOR MARLBORO COUNTY, S.C.

Together with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, his heirs and assigns, forever.

APR 28 2011  
Book 503 Page 78  
Transferred on April 28, 2011  
Henry Jones



And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against the Grantor and the Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 21<sup>st</sup> day of April, in the year of our Lord two thousand and eleven and in the two hundred and thirty-fourth year of the Sovereignty and Independence of the United States of America.

BOB SWAN COMPANY, INC.

Signed, sealed and delivered  
in the presence of:

By: Edward R. Swan (I.S.)  
Name: Edward R. Swan  
Its: President

Harry R. Eastabring  
Patricia M. Bering

STATE OF South Carolina )  
COUNTY OF Florence )

PERSONALLY appeared before me the undersigned and made oath that s/he saw the within named Bob Swan Company, Inc., by its duly authorized officer(s), sign, seal and, as the Grantor's act and deed, deliver the within written deed for the uses and purposes therein mentioned and that s/he, with the other witnessed whose signature appears above witnessed the execution thereof.

Harry R. Eastabring

SWORN TO before me this  
21<sup>st</sup> day of April, 2011.

Patricia M. Bering (I.S.)  
Notary Public

My Commission Expires: 3/5/2013

STATE OF SOUTH CAROLINA )  
COUNTY OF MARLBORO )

AFFIDAVIT

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

1. Property located at: 115.58+/- Acres on Burnt Factory Road, Bennettsville, SC
2. Map Numbers: 027-00-02-038, 027-00-02-039, and 027-00-02-043
3. Transferred from: Bob Swan Company, Inc.
4. Transferred to: John Gatton Hamby
5. Date: April 27, 2011

The transaction was (Check one):

XX, an arm's length real property transaction and the sales price paid or to be paid in money or money's worth was \$ 173,170.00.

\_\_\_\_\_ not an arm's length real property transaction and the fair market value of the property is \$\_\_\_\_\_.

the above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10 et. seq. Because the deed is \_\_\_\_\_,

As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Purchaser's Attorney. I further 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.

Harry K. Eschling Attorney  
Purchaser, Legal Representative of the  
Purchaser, or other Responsible Person  
Connected with the Transaction

SWORN to before me this  
27<sup>th</sup> day of April, 2011.

Patience M. Burleigh (L.S.)

Notary Public for South Carolina

## CONTRACT FOR BUY/SALE REAL PROPERTY

1. **OFFER AND DESCRIPTION:** \_\_\_\_\_ (herein, "Purchaser") agrees to buy, and **John Hamby and Richard Hamby** ("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 **Marlboro** County, South Carolina (the "Property") and being described as follows:

**TMS:**

**Offering #1:** +/- 11 Ac; Tax Map #027-00-02-38, DB 589 PG 107

**Offering #2:** +/- 11.18 Ac; Tax Map #027-00-02-39, DB 589 PG 107

**Address:**

TBD Factory Ln., Bennettsville, SC 29512

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 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 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 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.

\_\_\_\_\_  
John Hamby Date

\_\_\_\_\_  
Richard Hamby Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Address

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

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