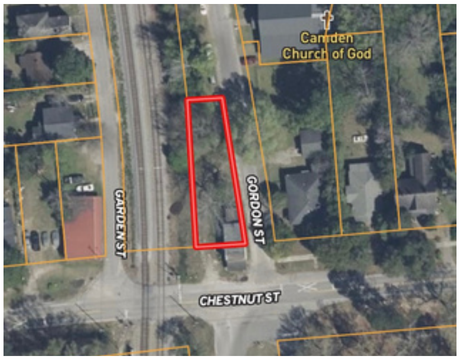
# ONLINE AUCTION

- Commercial Property
- Corner Lot
- +/- 0.03 Acres




**824 Chesnut St.**
**Camden, SC 29020**

## GUNTER-AUCTIONS.COM

United Country Real Estate | **Gunter & Associates**

**Contact Us:**
803-549-5322
lanny-gunter@gunter-realty.com

Lanny Gunter

**<u>Online Auction Bidders Agreement</u>**

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:

**<u>AUCTION FOR</u>** – Michael Brown

**<u>AUCTION LOCATION</u>** – Online at www.gunter-auctions.com

**<u>AUCTION DATE</u>** – Thursday, November 6th, 2025 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 **<u>"SOFT CLOSE".</u>**

**<u>AUCTIONEER</u>** – 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.

**<u>OFFERING</u>** –

**Legally described as:**

1. Parcel ID: C270-19-00-086. Deed Book: 5321 Page: 23

**More Commonly Known As: 824 Chesnut St. Camden, SC 29020**

- **Online Bidding Open NOW**
- **Online Bidding <u>Closes</u> on Thursday, November 6th, 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.**

**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 **Kayla Minors or Lanny Gunter at (803) 549-5322 or by email at 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 (#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.

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 a 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 **$2,500** 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.

9. **Closing:** Closing shall be on or before **Thursday, December 4th, 2025**. 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 may 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 buyer.

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 – 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.

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 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 of 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 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 |

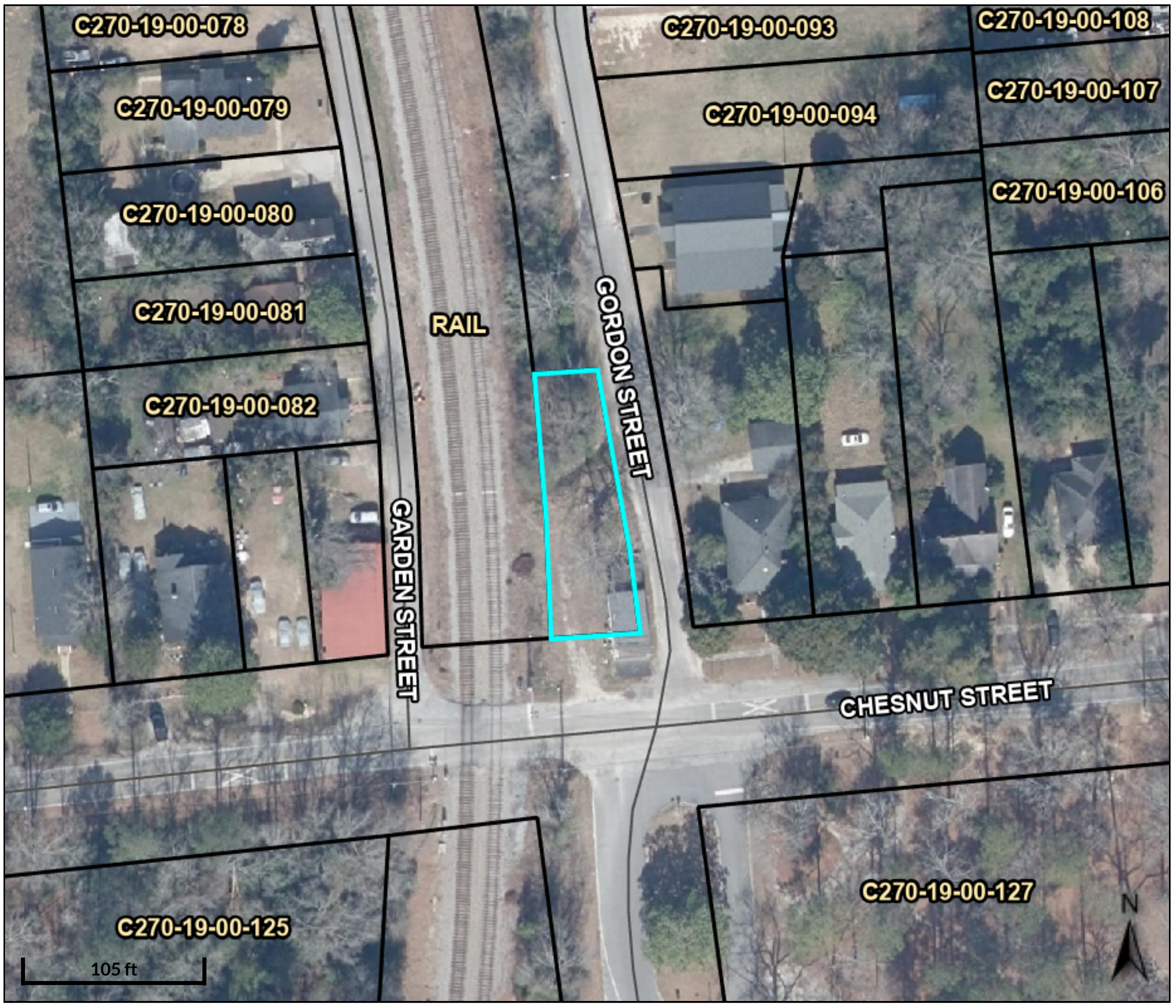
**Firm State License #'s**

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

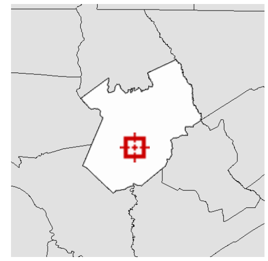
# Aerial


**Aerial map shows approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.**

# qPublic.net™ Kershaw County, SC




**Overview**



**Legend**

- Centerlines
- Parcels

| | | | | | |
|---|---|---|---|---|---|
| **Parcel ID** | C270-19-00-086 | **Alternate ID** | 41697 | **Owner Address** | BROWN MICHAEL |
| **Property Address** | 824 CHESNUT ST, CAMDEN, SC 29020 | **Class** | REGULAR | | PO BOX 3440 |
| | | **Acreage** | 1.0 | | ROXBORO, NC 27573 |

**District** Dist: 275
**Brief Tax Description** n/a
(Note: Not to be used on legal documents)

Date created: 9/5/2025
Last Data Uploaded: 9/5/2025 1:47:34 AM

Instrument 2025-2184 Book OR Volume 5321 Page 23

**NO TITLE EXAMINATION**

| | |
|---|---|
| STATE OF SOUTH CAROLINA | IN THE PROBATE COURT |
| COUNTY OF KERSHAW | **DEED OF DISTRIBUTION (Real Property Only) NOT A WARRANTY DEED** |
| IN THE MATTER OF : | |
| ABRAHAM BROWN | CASE NUMBER: 2020 ES28 00467 |

The undersigned states as follows:

Decedent died on July 1, 2020; and probate of the Estate is being administered in the Probate Court for Kershaw County in File # 2020 ES28 00467.

I was appointed the Personal Representative on October 29, 2020.

Decedent owned real property described as follows:

Filed in KERSHAW COUNTY
BILLIE MCLEOD, REGISTER
03/18/2025 At 03:48:34 PM
2025-2184 DEED EXEMPT
OR Vol:5321 Page:23 - 25
Total 15.00 STax 0.00 CTax 0.00

Tax Map Number: C270-19-00-086

Property address: 824 Chesnut St., Camden, SC 29020

Mailing address for tax notice: PO Box 3440, Roxboro, NC 27573

Legal Description:

> "All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the State of South Carolina, County of Kershaw, containing 0.03 acre, more or less, as shown on plat of property of B.W. Marshall dated October 31, 1935, and recorded in the office of the Register of Deeds for Kershaw County in Plat Book 10, page 31. Said parcel is triangular in shape and is bound as follows: EAST by Gordon Street; SOUTH by Chesnut Street; and WEST by property of Seaboard Coastline Railroad."
>
> The above described property is the same property conveyed to Abraham Brown by deed of Earl Gary dated December 4, 2004 and recorded in the office of the Register of Deeds for Kershaw County in Deed Book 1678 at page 144 on December 10, 2004.

SAVAGE, ROYALL
& SHEHEEN L.L.P.
1111 CHURCH STREET
CAMDEN, S.C. 29020

**FORM #400PC (1/2014)**
62-3-907, 62-3-908

Instrument 2025-2184 Book Volume Page OR 5321 24

This transfer is made pursuant to:

☐ Decedent's will

☐ Intestacy Statute : SCPC 62-2-103

X Private Family Agreement SCPC 62-3-912

☐ Disclaimer by:

☐ Probate Court Order issued on:

☐ Other:

In accordance with the laws of the State of South Carolina, the Personal Representative does hereby release all of the Personal Representative's right, title and interest, including statutory and/or testamentary powers, over the real property described to the beneficiaries below:

**Name: Michael G. Brown**
**Address: PO Box 3440, Roxboro, NC 27573**

☐ *Additional sheet is attached for names of additional Beneficiaries (check, if applicable).*

IN WITNESS WHEREOF, the undersigned, as Personal Representative of the above Estate, has executed this Deed of Distribution, on this 10th day of March, 2022.

**SIGNED, SEALED AND DELIVERED**
**IN THE PRESENCE OF**

Estate of: Abraham Brown
Signature of Personal Representative: Michael G Brown
Print Name: Michael G. Brown

Witness: patricia anne Kgt
Print Name: patricia Anne Kight

Witness: Travis Hodgin
Print Name: Travis Hodgin

**FORM #400PC (1/2014)**
62-3-907, 62-3-908

STATE OF NORTH CAROLINA )
) ACKNOWLEDGMENT
COUNTY OF Person )

I, Heather P. Glenn, Notary Public for the State of North Carolina do hereby certify that Michael G. Brown, Personal Representative of the Estate of Abraham Brown, personally appeared before me this day and acknowledged the due execution of the foregoing Deed of Distribution.

Witness my hand seal this the 10th day of March, 2022.

(Seal)
(Signature of Notary Public)

PERSON COUNTY, NC NOTARY PUBLIC HEATHER P. GLENN

Heather P. Glenn
Print name of Notary Public
Notary Public for State of North Carolina
My commission expires: 03/05/2027

*Note: It is recommended that an attorney prepare this document and determine if a title examination is necessary.*

**AGREEMENT/CONTRACT: TO BUY AND SELL REAL ESTATE**
**(GENERAL COMMERCIAL USE)**

**1. PARTIES:** This legally binding Agreement ("Contract") To Buy and Sell Real Estate is entered into as of the Effective Date between:

Buyer(s), ______________________________________________ ("Buyer"), and

Seller(s), Michael Brown ______________________________________________ ("Seller")

(A) "Party" - defined as either Buyer or Seller, "Parties" defined as both Buyer and Seller.
(B) "Brokers" are licensed South Carolina brokers-in-charge, their associated real estate licensees, and their subagents.
(C) "Closing Attorney" - is the licensed South Carolina attorney selected by Buyer to coordinate the transaction and Closing.
(D) "Effective Date" - the final date upon which a Party to the negotiation places the final and required signatures and/or initials and date on this Contract and Delivers Notice to cause this Contract to be binding on all Parties.
(E) "Business Day" - a 24 hour period starting at 10 AM (M/Tu/W/Th/Fr) and counted from 10 AM of the first Business Day following the Effective Date. Business Days shall not begin or end on a Saturday, Sunday, or Federal legal holiday.
(F) "Good Funds" - is the transfer of the required amount of United States Dollars (USD) within any required timeframe.
(G) "Time" - all time stated shall be South Carolina local time. **Time is of the essence with respect to all provisions of this Contract stipulating time, deadline, or performance periods.**

☐ **BUYER** ☐ **SELLER IS A SOUTH CAROLINA REAL ESTATE LICENSEE**

**2. PURCHASE PRICE:** $ ______________________________ (USD)

Payable by ☐ a combination of financing and cash or ☐ cash. Payment shall be good funds.

The sale of Buyer's real property ☐ is ☐ is not required for Purchase and this contingency terms ☐ are ☐ are not attached.

**3. PROPERTY:** Seller will sell and Buyer will buy for the Purchase Price any and all lot or parcel of land, appurtenant interests, improvements, landscape, systems, and fixtures if any thereon and further described below ("Property"). Seller agrees to maintain the Property in the same general condition as existed on the Effective Date, including any landscaping, grounds and any agreed upon repairs or replacements, from the Effective Date through Closing subject to normal wear and tear. Buyer is solely responsible for inquiring about lease issues prior to signing Contract. Leasing issues: (see Adjustments).
Leased items on Property can include fuel tanks, alarm systems, satellite equipment, roll carts etc. and contain fuel, etc.

Address ______________________________ Suite/Unit# __________

City ______________________________ State of South Carolina

Zip __________ County of ______________________________

[____] BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE



Phone: Fax:

Lot ________ Block ________ Section/Phase ________ Subdivision ________________________________________________

Other ______________________________________________________________ TMS ________________________________

Parties agree that no personal property will transfer as part of this sale, except described below and/or ☐ in attachment(s):
____________________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________
____________________________________________________________________________________________________

**4. CONVEYANCE/CLOSING/POSSESSION:** "Closing" occurs when Seller conveys Property to Buyer and shall occur the ☐ earlier ☐ later of 5 PM on or before ________________________ , ______ or _______ days from the expiration of the Due Diligence period set forth in Sec. 12 ("Closing Date") with One (1) automatic extension of three (3) Business days for an unforeseen delay through no fault of either party. Conveyance shall be fee simple made subject to all easements, reservations, rights of way, restrictive covenants of record (provided they do not make the title unmarketable or adversely affect the use/value of the Property in a material way) and to all government statutes, ordinances, rules, permits, and regulations. Seller agrees to convey marketable title with a properly recorded general warranty deed free of encumbrances and liens except as herein stated; and in ownership type and name(s): _____________________________________________ ______________________________________ or as stipulated by Buyer. The deed shall be delivered to the Closing Attorney's designated place on or before the Closing Date no later than 10 AM. Parties agree the Brokers shall have access to the closing and relevant documents; and the Brokers shall be given copies of the settlement statement prior to Closing for review. Seller shall convey possession of the property to Buyer at Closing.

**5. EARNEST MONEY:** $ _______________________________________________ (USD) Earnest Money is paid as follows: $ __________________ accompanies this offer and $__________________ will be paid within ________ Business Days after Effective Date and Earnest Money is in the form of ☐ check ☐ cash ☐ other (wire, etc.) ____________________________ to be a Credit to Buyer at Closing or disbursed only as Parties agree in writing or by court order or by Contract or as required for Closing by Closing Attorney. Buyer and seller authorize _______________________________________________________ as Escrow Agent to deposit and hold and disburse earnest money according to the terms of this Contract, the law, and any regulations. Broker does not guarantee payment of a check or checks accepted as earnest money. Parties direct escrow agent to communicate reasonable information confirming receipt and status of earnest money upon a Broker request.

**THE PARTIES UNDERSTAND AND AGREE THAT: UNDER ALL CIRCUMSTANCES INCLUDING DEFAULT, ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT OR AS OTHERWISE AGREED UPON IN THIS CONTRACT OR FIVE YEARS AFTER CLOSING DATE, ESCROW AGENT MAY DISBURSE EARNEST MONEY TO SC TREASURER. EARNEST MONEY WILL NOT BE DISBURSED UNTIL DETERMINED TO BE GOOD FUNDS. IF LEGAL ACTIONS OCCUR, NONPREVAILING PARTY AGREES TO INDEMNIFY AND PAY ESCROW AGENT'S FEES, COURT COSTS AND ATTORNEY FEES. IF INTERPLEADER OR MEDIATION IS TO BE UTILIZED, PARTIES AGREE THAT $ ___________________ OF EARNEST MONEY SHALL BE RELEASED AND/OR PAID TO THE ESCROW AGENT PRIOR TO FILING INTERPLEADER OR MEDIATION AS COMPENSATION. ESCROW AGENT ACKNOWLEDGES DUTIES.**

**6. TRANSACTION COSTS:** Buyer's transaction costs include all costs and closing costs resulting from selected financing, pre-paid recurring items, insurance (mortgage insurance, title insurance lender/owner, hazard) discount points, all costs to obtain information from or pertaining to any owners association (aka certificate of assessment), interest, non-recurring closing costs, title exam, FHA/VA allowable costs, fees and expenses of Buyer's attorney, contractually required real estate broker compensation, and the cost of any inspector, appraiser, or surveyor. Seller's transaction costs include deed preparation, deed recording costs, deed stamps/tax/recording costs calculated based on the value of the Property, all costs necessary to deliver marketable title and payoffs, satisfactions of mortgages/liens and recording, property taxes pro-rated at Closing, contractually required real estate broker compensation, and fees and expenses of Seller's attorney.

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE

Buyer will pay Buyer's transaction costs and Seller pay Seller's transaction costs unless otherwise agreed:

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Private/public transfer fees and any costs similar to transfer fees (ex. capital contributions, conservancy fees, estoppel fees, or otherwise named but similar fees paid to the owners association, etc.) are the ☐ Seller's or ☐ Buyer's transaction costs.

**7. FINANCE:** Buyer's obligation under this Contract ☐ is ☐ is not contingent upon obtaining financing during the Due Diligence Period.

**8. INSPECTION/REINSPECTION RIGHTS:** Buyer and qualified/certified inspectors ("Inspectors") can reasonably perform any reasonable ultimately non-destructive examination and make reasonable record of the Property with reasonable Notice to Seller through Closing including investigations of off-site conditions and any issues related to the Property at Buyer Expense ("Inspections"). Buyer and persons they choose may make reasonable visual observations of Property.

**Seller will make the Property accessible for Inspection and not unreasonably withhold access, unless otherwise agreed in writing by the Parties. Seller will keep all utilities operational through Closing unless otherwise agreed:**

☐ **Seller grants Buyer permission to connect utilities, pay for utilities, and hire professionals (electricians, plumbers, etc.) to safely connect and operate the utilities during the Inspections**

☐ **Other** ______________________________________________________________ ☐ **see attached.**

<u>Buyer will hold harmless, indemnify, pay damages and attorneys fees to Seller and Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Seller will hold harmless, indemnify, pay damages and attorneys fees to Brokers for all claims, injuries, and damages arising out of the exercise of these rights. Brokers recommend that Parties obtain all inspections as soon as possible. Brokers recommend that Parties and Inspectors use insurance to manage risk.</u>

**9. APPRAISED VALUE:**

This Contract ☐ is ☐ is not contingent upon the Property being valued at an Appraised Value equal to or greater than the Purchase Price.

**10. SURVEY, TITLE EXAMINATION, INSURANCE:** Brokers recommend Buyer have Property surveyed, title examined, and appropriate insurance (including owner's title) effective at Closing. Seller to cancel existing insurance and Buyer to obtain new insurance policies by Closing unless otherwise agreed upon in writing by Parties. Flood Insurance, if required by Lender or at Buyer's option, shall be assigned to Buyer with permission of carrier and premium prorated to Closing. Buyers are solely responsible to investigate pricing and requirements of insurance for the property prior to signing Contract.

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

**12. DUE DILIGENCE:**

**The DUE DILIGENCE PERIOD ends no later than ☐ earlier ☐ later of __________ Business Days after the original Effective Date or on ____________ unless the Parties agree in writing to extend the DUE DILIGENCE PERIOD.**

[____] BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE

During the Due Diligence Period, Seller agrees Buyer may choose any of the following:

- ☐ Conduct/obtain inspections
- ☐ Obtain necessary permits
- ☐ Obtain necessary rezoning of the Property
- ☐ Determine availability of utilities to the Property
- ☐ Obtain financing
- ☐ Conduct a survey of the Property
- ☐ Conduct an environmental study of the Property
- ☐ Conduct a soil analysis of the Property
- ☐ Terminate Contract by delivering written notice to the Seller

**TERMINATION: During the Due Diligence Period, Buyer may unilaterally terminate this Contract by Delivering to the Seller Notice of Termination**
If Seller receives the Delivered Notice of Termination during the Due Diligence Period, any remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver Notice of Termination to Seller prior to the end of the Due Diligence Period, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

**SHOULD BUYER FAIL TO TERMINATE THE CONTRACT: The Buyer agrees to buy and Seller agrees to sell the Property AS IS. Parties agree "As Is" means Buyer buys the Property for the Purchase Price while Seller maintains the Property from the Effective Date through Closing subject to normal wear without repair or replacement and sells the Property for the Purchase Price unless otherwise agreed upon in writing by the Parties in this Contract.**

**13. FIRE OR CASUALTY OR INJURY:** In case the Property is damaged wholly or partially by fire or other casualty prior to Closing, Either Party will have the right for 10 Business Days after Notice of damage to Deliver Notice of Termination to the other party. If both Parties agree to proceed according to the Contract, Seller is to be responsible to (1) repair all damage, (2) remit to Buyer an amount for repairs, or (3) assign to Buyer the right to all proceeds of insurance and remit any deductible amount applicable to such casualty. If Buyer or Inspections caused the damage, Buyer is responsible for indemnifying and paying Seller for damages. Brokers and Parties should ensure that they are protected by appropriate risk management strategies such as insurance.

**14. PERMITS AND LICENSES:** This Contract ☐ is ☐ is not contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate authorities for Buyer's intended use.

**15. REZONING:** This Contract ☐ is ☐ is not contingent upon the Property being rezoned.

**16. WELL, SEPTIC, WATER LINE, SEWER AVAILABILITY:** This Contract ☐ is ☐ is not contingent upon Buyer's ability to obtain from the South Carolina Department of Health and Environmental Control or other appropriate authorities all required permits for water and sewer service to the Proeprty suitable for the Buyer's intended use.

**17. CONDITION OF PROPERTY:** Seller shall not remove any timber, vegetation, dirt, minerals, or otherwise affect the condition of the property from the Effective Date through Closing. All timber, vegetation, dirt, minerals, or similar shall remain as part of the Property and be conveyed to the Buyer at Closing. The Seller shall not bring any trash, refuse, debris, dirt, fill, medical wastes, hazardous wastes, or other materials onto the Property. Seller shall Deliver Notice of any legal action or condemnation action to the Buyer as soon as possible. If Seller Delivers such Notice, Buyer may unilaterally terminate this Contract by Delivering to the Seller a Notice of Termination. If Seller receives this Delivered Notice of Termination at any time, remaining Earnest Money shall be returned to the Buyer. Should Buyer not Deliver this Notice of Termination, Buyer agrees to purchase and Seller agrees to sell the Property in accordance with Contract.

**18. SC RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ("CDS") [check one]:**
☐ Buyer and Seller agree that Seller has Delivered prior to this Contract, a CDS to Buyer, as required by SC Code of Laws Section 27-50-10 et seq. If after delivery, Seller discovers a CDS material inaccuracy or the CDS becomes materially inaccurate due to an occurrence or circumstance; the Seller shall promptly correct this inaccuracy by delivering a corrected CDS to the Buyer or making reasonable repairs prior to Closing. Buyer understands the CDS does not replace Inspections. Buyer understands and agrees the CDS contains only statements made by the Seller. Parties agree the Brokers are not responsible nor liable for any information in the CDS and the Brokers have met requirements of SC Code 27-50-70.

☐ Buyer and Seller agree that Seller will **NOT** complete nor provide a CDS to Buyer in accordance with SC Code of Law, as amended, Section 27-50-30, Paragraph (13).

**19. LEAD BASED PAINT/LEAD HAZARDS:** If Property was built or contains items created prior to 1978, it may contain lead based hazards and Parties agree to sign "Disclosure of Information of Lead Based Paint and/or Lead Hazards" forms and give copies to Brokers.

**20. MEGAN'S LAW:** Parties agree that Brokers are not responsible for obtaining or disclosing information in the SC Sex Offender Registry and no course of action may be brought against any Brokers for failure to obtain or disclose sex offender or criminal information. Buyer and Seller agree that they have sole responsibility to obtain their own sex offender, death, clandestine laboratory, and crime information from appropriate law enforcement officials or information sources.

**21. TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION:** According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, as amended, any interest earned on Buyer's earnest money deposit would belong to Buyer until the closing of the transaction referenced in this Contract. It is understood that Broker ☐ may ☐ may not place deposited earnest monies into an interest bearing trust account.

**22. SC INCOME TAX ON NON-RESIDENT GAIN AND COMPLIANCE AND USA FEDERAL INCOME TAX:** Seller and Buyer will comply with the provisions of the SC Code 12-8-580 (as amended) regarding state income tax withholding requirements if the Seller is not a resident or has not filed SC state income tax returns. Seller and Buyer will comply with United States of America federal income tax laws. Seller and Buyer should discuss tax laws and minimization actions with their qualified tax advisor. Parties will comply with all local, state, federal laws, and any rules.

**23. ROLLBACK TAXES (IF ANY):** The Parties agree that the ☐ Seller or ☐ Buyer shall pay any rollback taxes when rollback taxes are determined and billed.

**24. ENTIRE AND BINDING AGREEMENT (MERGER CLAUSE):** Parties agree that this Contract expresses the entire agreement between the parties, that there is no other agreement, oral/otherwise, modifying the terms and this Contract is binding on Parties and principals, heirs, personal representatives, successors, and assigns. Illegal provisions are severable.

**25. ADJUSTMENTS:** Buyer and Seller agree to settle or prorate, annually or as appropriate; as of Closing Date: (A) utilities and waste fees issued after Closing which include service for time Property was owned/occupied by Seller (B) real estate taxes and owner association fees/assessments for the calendar year of Closing (C) any rents, deposits, fees associated with leasing (D) insurance, EMS service, fuel/consumables, and assessments. Closing Attorney shall make tax proration based on the available tax information deemed reliable by the Closing Attorney. Should the tax or tax estimate or proration later become inaccurate or change, Buyer and Seller shall make any financial adjustments between themselves once accurate tax information is available. This section survives Closing. Buyer is solely responsible for minimizing the Buyer's taxes and obtaining tax minimization procedural information including related legal counsel and financial counsel.

[____] BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE

**26. DEFAULT:**

(A) If Seller defaults in the performance of any of the Seller's obligations under this Contract ("Default"), Buyer may:
- (i) Deliver Notice of Default to Seller and terminate Contract and
- (ii) Pursue any remedies available to Buyer at law or equity and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Buyer prevails in any action against Seller.

(B) If Buyer defaults in the performance of any of the Buyer's obligations under this Contract ("Default"), Seller may:
- (i) Deliver Notice of Default to Buyer and terminate Contract and
- (ii) Pursue any remedies available to Seller at law or equity and
- (iii) Recover attorneys' fees and all other direct costs of litigation if Seller prevails in any action against Buyer.

(C) If either/both Parties default, Parties agree to sign an escrow deposit disbursement agreement or release agreement.

(D) Parties may agree in writing to allow a Cure Period for a default. If within the Cure Period, either Party cures the Default and Delivers Notice, Parties shall proceed under the Contract.

**27. MEDIATION CLAUSE.** Mediation is an alternative dispute resolution system and may help avoid potentially expensive and lengthy litigation. The mediation participants voluntarily decide their settlement with the mediator facilitating their decisions and documentation of the settlement. Mediation is not binding arbitration. The mediator does not decide the outcome. The mediation participants make their own decisions include reaching or not reaching a settlement. Any dispute, claim, breach, or services issues relating to this Contract shall be submitted to mediation in accordance with the Procedures of the Dispute Resolution System of the NATIONAL ASSOCIATION OF REALTORS® (info@SCREALTORS.org 1-800-233-6381). Disputes include representations made by any Party, Broker, person or entity in connection with the sale, purchase, financing, condition or any other aspect of the Property, including without limitation allegations of concealment, misrepresentation, negligence or fraud. Any agreement signed by the Parties pursuant to mediation is binding. This mediation clause shall survive the Closing Date. The following matters are excluded from mediation herein: (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; (e) the filing of a interpleader action to resolve earnest money disputes. 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 mediate under this provision, nor shall it constitute a breach of the duty to mediate.

**28. NON-RELIANCE CLAUSE (NOT A MERGER CLAUSE NOR EXTENSION OF A MERGER CLAUSE):** Parties execute this Contract freely and voluntarily without reliance upon any statements, representations, inducements, promises, or agreements by Brokers or Parties except as expressly stipulated or set forth in this Contract. If not contained herein, such statements, representations, inducements, promises, or agreements shall be of no force or effect. Parties acknowledge that Brokers are being retained solely as licensed real estate agents and not as any attorney, tax/financial advisor, appraiser, surveyor, engineer, mold or air quality expert, home inspector, or other professional service provider.

**29. BROKER DISCLAIMER:** Parties acknowledge that Brokers give no warranties or representations of any kind, expressed or implied as to: (1) condition of the Property, including but not limited to termites, radon, mold, asbestos, moisture, environmental issues, water, waste, air quality, HVAC, utilities, plumbing, electrical or structure, etc. (2) condition of the Property, survey or legal matters, square footage (3) off site conditions; (4) schools (5) title including but not limited to easements, encroachments, projections, encumbrances, restrictions, covenants, setbacks, and the like (6) fitness for a particular purpose of the Property or the improvements (7) zoning ordinances and restrictions (8) projected income, value, marketability, taxes, insurance, or other possible benefits to Buyer. Parties consent that their Brokers may communicate with them via any means; and use or disclose information not made confidential by written instruction of Parties.

**31. BROKERS COMPENSATION:** Parties direct Closing Attorney to use settlement funds to collect and disburse Brokers Compensation to Brokers in accordance with agreements and document compensation on the settlement statement. If a Party disputes Brokers Compensation, that Party agrees to retain a SC law firm to escrow only the disputed amount of Brokerage Compensation until the dispute is resolved by a written agreement signed by that Party and the Affected Broker, arbitration award, or court order. Party requesting the escrow shall pay all costs for escrow. If the dispute is not resolved within 180 days of Closing, the escrow shall be disbursed to the Broker. Parties agree that Brokers are third party beneficiaries to this Contract and have standing to seek remedies at law and equity. Parties represent that their only enforceable agency agreements are with the Brokers disclosed in this Contract.

**32.** ***BROKER LIABILITY LIMITATION:*** *Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from beach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.*

**33. ATTACHMENTS, OTHER CONTINGENCIES, TERMS, AND/OR STIPULATIONS:** There may be attachments to this Contract. The most recent changes, amendments, attachments, contingencies, stipulations, addendum, additions, exhibits, or writings, agreed to by the Parties; is evidence of the Parties' intent and agreement and shall control any Contract language conflicts. (Land issues may include: restrictions and easements that may affect desired use, drainage issues, hazardous wastes, environmental issues, water rights, availability of water, sewer or septic waste water issues, soil tests, wetlands surveys and studies, subordination, lot releases, and other issues.) If any documents are attached as addenda, amendments, attachments, or exhibits considered part of this Agreement, they are further identified or described here:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

**34. NOTICE AND DELIVERY:** Notice is any unilateral communication (offers, counteroffers, acceptance, termination, unilateral requests for better terms, and associated addenda/amendments) from one Party to the other. Notice to/from a Broker representing a Party is deemed Notice to/from the Party. All Notice, consents, approvals, counterparts, and similar actions required under Contract must be in paper or electronic writing and will be effective as of delivery to the Notice address/email/fax written below and awareness of receipt by Broker ("Delivered") unless Parties agree otherwise in writing.

**35. PARTIES ARE SOLELY RESPONSIBLE FOR OBTAINING LEGAL ADVICE PRIOR TO SIGNING THIS CONTRACT AND DURING THE TRANSACTION. REAL ESTATE LICENSEES RECOMMEND OBTAINING LEGAL COUNSEL.**

**Parties acknowledge receiving, reading, reviewing, and understanding: this Contract, the South Carolina Disclosure of Real Estate Brokerage Relationships, any agency agreements, and copies of these documents. Parties acknowledge having time and opportunity to review all documents and receive legal counsel from their attorneys prior to signing Contract.**

**36. EXPIRATION OF OFFER:** When signed by a Party and intended as an offer or counter offer, this document represents an offer to the other Party that may be rescinded any time prior to or expires at ______________________ ☐ AM ☐ PM on ______________________ , ________ unless accepted or counter-offered by the other Party in written form Delivered prior to such deadline.

[____] BUYER [____] BUYER [____] SELLER [____] SELLER HAVE READ THIS PAGE

IN WITNESS WHEREOF, this Contract has been duly executed by the Parties.
If signee is not a Party, appropriate legal documents (Power of Attorney, Corporate Authorization, etc.) are ☐ attached or ☐ to be Delivered within _______ Business Days.

**Parties shall initial and date all changes in this Contract and initial all pages.**

**BUYER:** ____________________ **Date:** __________ **Time:** __________

**BUYER:** ____________________ **Date:** __________ **Time:** __________

____________________ **Date:** __________ **Time:** __________

____________________ **Date:** __________ **Time:** __________

**NOTICE ADDRESS/EMAIL/FAX:** ____________________

____________________

____________________

**SELLER:** ____________________ **Date:** __________ **Time:** __________

**SELLER:** ____________________ **Date:** __________ **Time:** __________

____________________ **Date:** __________ **Time:** __________

____________________ **Date:** __________ **Time:** __________

**NOTICE ADDRESS/EMAIL/FAX:** ____________________

____________________

____________________

**TRANSACTIONAL INFORMATION:**

**ESCROW AGENT ACKNOWLEDGEMENT SIGNATURE:** ______________________________

**ESCROW AGENT NAME (BROKER IN CHARGE/OTHER):** ______________________________

**DESCRIBE ESCROW AGENCY (BROKERAGE/LAW FIRM/OTHER):** ______________________________

**ESCROW AGENT CONTACT INFO:** ______________________________

______________________________

**LICENSEE:**______________________________**SC LICENSE #** ____________ **EXPIRES** ____________

**BROKER IN CHARGE:** ______________________________ **SC LICENSE #** ____________ **EXPIRES** ____________

**BROKERAGE COMPANY NAME:** ______________________________

**INVOLVED AS:** ☐ **BUYER AGENT** ☐ **SELLER SUBAGENT** ☐ **DUAL AGENT** ☐ **BUYER DESIGNATED AGENT***
☐ **CUSTOMER REPRESENTATIVE** ☐ **TRANSACTION BROKERAGE** ______________________________

**MEMBERS OF** ______________________________ **ASSOCIATION/BOARD OF REALTORS®**

**NOTICE ADDRESS:** ______________________________

**NOTICE EMAIL/FAX:** ______________________________

**MOBILE PHONE:** ____________________ **OFFICE PHONE:** ____________________

**OTHER:** ______________________________

______________________________

**LICENSEE:**______________________________ **SC LICENSE #** ____________ **EXPIRES** ____________

**BROKER IN CHARGE:** ______________________________ **SC LICENSE #** ____________ **EXPIRES** ____________

**BROKERAGE COMPANY NAME:** ______________________________

**INVOLVED AS:** ☐ **SELLER AGENT** ☐ **SELLER SUBAGENT** ☐ **DUAL AGENT** ☐ **SELLER DESIGNATED AGENT***
☐ **CUSTOMER REPRESENTATIVE** ☐ **TRANSACTION BROKERAGE** ______________________________

**MEMBERS OF** ______________________________ **ASSOCIATION/BOARD OF REALTORS®**

**NOTICE ADDRESS:** ______________________________

**NOTICE EMAIL/FAX:** ______________________________

**MOBILE PHONE:** ____________________ **OFFICE PHONE:** ____________________

**OTHER:** ______________________________

______________________________

***DESIGNATED AGENCY - THE BROKER-IN-CHARGE AND ALL ASSOCIATED LICENSEES, EXCEPT THE DESIGNATED AGENTS, ARE DUAL AGENTS.**

[_____] BUYER [_____] BUYER [_____] SELLER [_____] SELLER HAVE READ THIS PAGE