



AUCTIONS OF THE SOUTH, LLC

GA Lic # Ex / FL 3416 /AL 154

TERMS AND CONDITIONS

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

Saturday, August 5th, 2017

SW 36th Street – Dunnellon, FL

Tract 1 – 80± Acres – PIN#: 17369-009-00

act 2 – 5± Acres – PIN#: 17369-017-00

Vivian Searcy, Broker

148 E Base St.
Madison, FL 32340

Stephen F Burton

Assoc Broker/Auctioneer, AB 649
800-448-2074

UNITED COUNTRY AUCTIONS OF THE SOUTH, LLC, VIVIAN SEARCY, BROKER AND STEPHEN F. BURTON, ASSOC. BROKER/AUCTIONEER (GA RE Lic #115853, AL Lic 1337 # GAL 1548, AU 649) WOULD LIKE TO WELCOME YOU TODAY.

****** IN THIS SALE TODAY WE ARE ACTING AS A SELLER’S AGENT ******

ORDER OF SALE –

Phase 1: **High bidders choice (high dollar per acre)** , High bidder may take one or both parcels by the dollar per acre bid x the number of acres in each tract (Tract 1 – 80± Acres – Tract (2) 5± Acres. If both parcels are not taken on the first bidding cycle, the remaining parcel will be offered by the dollar per acre x the number of acres in that remaining tract.

***** IN THE EVENT BOTH PARCELS ARE TAKEN ON THE FIRST BIDDING CYCLE , THE INDIVIDUAL PARCELS WILL NOT BE OFFERED AGAIN.**

IF BOTH PARCELS ARE TAKEN ON THE FIRST ROUND, AUCTIONEER RESERVES THE RIGHT TO OFFER THE PROPERTY AS A WHOLE ON THE AUCTION BLOCK ONE MORE TIME WITH UP TO BUT NOT MORE THAN A 5% RAISE OVER THE PRICE PER ACRE BID RECEIVED.

Phase 2: Property as a whole - At the conclusion of Phase 1(if both tracts are not taken on the first bidding cycle), the average price per acre for the property as a whole will be figured, a raise of up to but not more than 5% will be added and the property as a whole will be back on the auction block. If a confirmed bid is received, all individual bidders will be knocked out.

(Anyone, whether they have been a high bidder on a parcel or not, may bid on any combination offered or the property as a whole when offered.)

POSESSION – Possession of the properties shall be granted at closing. The Lessee of the property shall have a reasonable time to remove the crop(s) presently on the property, even if that time is after the closing. The lease presently on the property will be released after the crop is removed.

SURVEY – If a survey is required or requested it will be the expense of the Buyer(s). If tracts are sold to different buyers the cost of any common lines between the tracts will be split between the Buyers.

Buyer’s Initials _____

Seller’s Initials _____

TERMS ON ALL PROPERTIES - REAL ESTATE - (10% Buyers Premium added to final bid to attain final contract amount.) **15% of final contract price down as earnest money binder (good personal or company check)**, enter into a sales contract with the balance due at closing on or before **September 7, 2017** 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 Doc stamps. All other closing costs including, but not limited to surveys, shall be paid by the Purchaser. Earnest money deposit checks on all properties are to be made payable to **Levy Abstract and Title Company, 50 Picnic St, Bronson, FL 32621. Phone #: 352-486-2116 (Skipper Henderson)** If offers are accepted Earnest money binders shall be held in a non-interest bearing escrow account until closing. Acceptance or rejection of bids will be open until **Monday, August 7 @ 6:00 p.m local time** Purchaser may be notified of acceptance or rejection personally, by phone or faxed message. Such notification of acceptance constitutes a binding contract. If offers are not accepted, Earnest money binder will be returned to Purchaser as required by Florida law.

**** For contractual purposes day of auction, acreages as shown on brochure will be used to determine approximate contract price. Final purchase price will be determined by actual number of surveyed acres. ****

**** ALL SALES ARE TO BE CASH TRANSACTIONS WITH 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 for “non-sufficient funds” or “payment stopped” will be treated as a bad check and will be dealt with as such, and all information will be turned over to the State 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 have jurisdiction to resolve any and all disputes of what-so-ever kind of nature arising out of the undersigned participating in this auction.

REPRESENTATION: United Country Auctions of the South, LLC 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 Auctions of the South, LLC, Vivian Searcy, Broker and Stephen F. Burton, Assoc. Broker-Auctioneer and the cooperating Broker (if any) 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 Auctions of the South, LLC 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.

Buyer’s Initials _____

Seller’s Initials _____

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 grounds 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 insure accuracy, United Country Auctions of the South, LLC, 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.

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

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

UNITED COUNTRY AUCTIONS OF THE SOUTH, LLC, would like to thank you for your attendance at this auction. **If you would like a no cost, no-obligation auction marketing assessment of your real or personal property, please call us today.**

WE SELL BY AUCTION
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*To Schedule a confidential, no cost, no obligation market assessment of your property
Please call*

Stephen (Steve) Burton
Assoc. Broker/Auctioneer
GA RE LIC # 115853/ Auction Lic #s: -GAL 1548 AL1337 AU649
229-263-2680 cell or 800-448-2074

Buyer's Initials _____

Seller's Initials _____