



AGREEMENT TO PURCHASE REAL ESTATE AT AUCTION

This agreement made this 3rd Day of November, 2016, between Elizabeth B Gibson of 362 Spottswood Rd., Greenville, VA 24440 (540377-2878), Hereinafter Seller(s), AND

Hereinafter Buyer(s), Witnessed that on the 3rd day of November, 2016, Buyer made purchase through a Public Online Auction on the following Real Estate located in the County of Augusta, Commonwealth of Virginia,

Described as: 94-33b W Rt 620 Adj Patterson 1.370 Acres

More commonly known as: **408 Spottswood Rd., Greenville, VA 24440**

With a high bid of _____ and a final agreed price of _____

Subject to the Notice of Auction Distributed Prior to the Sale by Auctioneer, Free and Clear of All Liens and Encumbrances Except as set forth below:

NONE KNOWN.

1. A Non-refundable Deposit is herewith made in the amount of **five thousand** Dollars (\$ 5,000.00) by Cash _____, Cashier's Check _____, Certified Check _____, other _____. To apply on the purchase price upon compliance by the Buyer with this contract.
2. The Balance shall be paid in Cash or Certified Check at the time of the Final Settlement and Delivery of Deed which shall take place on or before December 3, 2016, at the office of _____
3. Taxes, Rent, Interest, Insurance, and Other Current Charges, if any, Shall be prorated to the date of settlement.
4. Possession shall be given at time of settlement.
5. The Seller agrees to convey the above Property with a SPECIAL WARRENTY Deed with the usual covenant of Title, same to be prepared at the expense of Seller, Seller shall pay Seller's tax and any expense in connection with the removal of Title defects. Buyer shall pay the cost of recording all deeds.
6. Should the Buyer fail to make settlement by the date specified in #2, as herein provided, the sum paid down as deposit up to - five thousand dollars (\$5,000.00) will be retained by Seller and Auctioneer. This in no way shall relieve the Buyer from further legal action for defaulting the agreement.
7. Buyer acknowledges that the Seller Warrants the accuracy of all representation made by Seller to Auctioneer in regard to the property (including all representations made heretofore and which may be made hereafter, and including, without limitation, all representations made in the property type form in conjunction with this contract), and the Seller agrees to indemnify and hold Auctioneer harmless against any and all damage, liability, or expenses of any kind whatsoever arising from the inaccuracy and Auctioneer's reliance upon any such representation.
8. It is understood and agreed that the Auctioneer is acting as agent only and shall in no case whatsoever be held liable by either party for the performance of any Term or Covenant of this contract or for damages for NON-performance thereof. This property is sold "AS IS, WHERE IS".





9. Purchaser agrees to waive any inspections after the auction, including but not limited to, the general home inspection, lead based paint inspection, and the termite inspection.
10. Buyer acknowledges that he has entered into this agreement as a result of a personal inspection of said premises made by him and that said premises is being purchased as a result of that inspection.
11. Buyer understands that this agreement is not contingent on obtaining a loan to finance the purchase.
12. This agreement shall extend and be binding upon Heirs, Administrators, Successors, and Assigns of the parties hereto.

Additional Terms:

The undersigned parties have read and accept the terms of this legally binding agreement.

I have read and accepted the Terms of this Agreement and have been provided a copy thereof.

Signature Section

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THIS DATE HEREINABOVE SET FORTH.

Auctioneer: _____ VAF #866

Buyer: _____ Date _____

Buyer: _____ Date _____

Seller: _____ Date _____

