

HUDSON & MARSHALL, INC.

10761 Estes Road * Macon, Georgia 31210

(478) 743-1511 or (800) 841-9400

GA: H & M(Firm) #274 & 1779, BGH Jr #103 & 262835, AM Marshall IV #1605 & 153460, RS Slocumb #3512 & 136176

AUCTIONEER'S PURCHASE & SALE AGREEMENT

State of Georgia, County of Chatham

January 27, 2022

The undersigned Purchaser at auction agrees to buy the following property owned by National Christian Foundation Real Property, Inc.

Legal Description of Property: All that tract or parcel of land located in Chatham County, Georgia containing 26.51 acres and being more particularly described in Exhibit "A" attached.

IT IS AGREED BY THE PARTIES HERETO THAT THE PROPERTY IS SOLD SUBJECT TO THE FOLLOWING CONDITIONS AND STIPULATIONS: (1) Ad Valorem Taxes and all 2022 taxes will be prorated as of the closing date. (2) Seller will pay for and provide the Limited Warranty Deed. Purchaser pays all other closing costs. (3) Should Purchaser default in the payment of the balance due on this property, the Seller has the right to retain the down payment as Liquidated Damages to defray auctioneer's marketing costs with the balance paid to Seller. (4) The property is sold subject to all valid rules and regulations of Chatham County, Georgia or any other appropriate authority having jurisdiction over the property. (5) The Purchaser shall have 15 business days after the date of auction within which to examine the title, and all objections as to title shall be made in writing to the Seller within that time, and the Seller shall then have 30 days thereafter within which to remove the same. If the defects and objections are not cured by the Seller within the time aforesaid, the Purchaser may (i) rescind this contract, and shall receive back their earnest money binder or (ii) waive the title objections and proceed to closing. (6) The closing of the purchase and the payment of the balance of the purchase money shall take place on or before Friday, February 25, 2022, whereupon the Seller shall deliver to Purchaser a good and sufficient Limited Warranty Deed conveying to the Purchaser title in fee simple to the property subject only to any title exceptions, easements and rights-of-way of record. (7) Purchaser agrees that if (i) title as described above is made available to Purchaser; (ii) Purchaser does not exercise its rescission right in (5)(i), if applicable; and (iii) Purchaser fails or refuses to complete this trade, then Purchaser will pay to Hudson & Marshall, Inc. the amount of commission said Agent would have received had Purchaser complied with the contract. (8) The property is sold subject to such other terms as may be posted by the Auctioneer prior to the sale at HudsonMarshall.com. (9) Seller and Purchaser agree that said earnest money binder may be held in an interest-bearing escrow account registered with the Georgia Real Estate Commission and fully insured by the Federal Deposit Insurance Corporation and with interest accruing for benefit of Auctioneer. (10) **Other Special Stipulations:** (a) Purchaser agrees this is a cash contract and not contingent upon obtaining financing and (b) Purchaser acknowledges they have read all conditions of sale, specifically those disclaimers related to wetlands and flood plains.

The sale is made upon the following terms:

Bid Price	\$ _____
10% Buyers Premium	\$ _____
Purchase Price	\$ _____
Earnest Money Binder	\$ _____
Balance of	\$ _____
	Due at closing

IN WITNESS WHEREOF the Purchaser has hereunto affixed his hand and seal:

WITNESS _____

_____	_____
Purchaser (Signature)	Purchaser (Print)
_____	_____
Mailing Address	City, State, Zip
_____	_____
Work Phone	Cell Phone
_____	_____
Email Address	

The above offer is accepted, and Sellers agree to furnish good and marketable title with such legal conveyance as necessary to complete the sale.

This 27th day of January 2022.

National Christina Foundation Real Property Inc.

**EXHIBIT “A”
LEGAL DESCRIPTION**

(A) All that certain lot, tract or parcel of land situate, lying and being in the City of Pooler, County of Chatham, State of Georgia, containing 26.51 acres, and being known and designated as Tract 1 on a map or plat entitled “Minor Subdivision” recorded in the Clerk’s Office of the Superior Court of Chatham County, Georgia in Subdivision Map Book 39-S, folio 43, which is by this reference incorporated herein and made a part hereof to better determine the metes, bounds, courses and distances of such tract, and (B) any and all structures, buildings and other improvements situated thereon or attached thereto and all tenements, hereditaments, improvements, appurtenances, rights, easements, licenses, benefits and rights-of-way appurtenant to such land or any of the foregoing (hereinafter the land described in item (A) and the times described in the item (B) are collectively referred to as the “Property).