

HUDSON & MARSHALL, INC.

10761 Estes Road * Macon, Georgia 31210

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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 Laurens

January 19, 2023

The undersigned Purchaser at auction agrees to buy the following property owned by John Bell Holdings LLC hereinafter referred to as the Seller.

Legal Description of Property: All that tract or parcel of land located in Laurens County, Georgia containing 1.59 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 for 2023 will be prorated as of closing and the preparation of the Warranty Deed will be paid by the Seller. The Purchaser pays all other closing costs. **(2)** 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 fee and other auction expenses. **(3)** The property is sold subject to all valid rules and regulations of Laurens County, Georgia or any other appropriate authority having jurisdiction over the property. **(4)** 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 incurable and hence the title unmarketable, and not made marketable by the Seller within the time aforesaid, the Purchaser may rescind this contract, and shall receive back their earnest money binder. **(5)** The closing of the purchase and the payment of the balance of the purchase money shall take place on or before Friday, February 17, 2023, whereupon the Seller shall deliver to Purchaser a good and sufficient Warranty Deed conveying to the Purchaser marketable title in fee simple to the property subject only to: any easements of records. **(6)** Purchaser has the right to select their closing attorney. **(7)** Purchaser agrees that if title is good and Purchaser fails or refuses to complete this trade, 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) the property sells “as is – where is” with no warranties expressed or implied other than marketable title free and clear of all liens and encumbrances.

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 19th day of January, 2023.

John Bell Holdings LLC

**EXHIBIT “A”
LEGAL DESCRIPTION**

All that tract or parcel of land situate lying and being in Land Lot 214 of the 1st Land District of Laurens County, Georgia and being in the City of Dublin as more particularly shown as Tract B containing 1.59 acres as shown on a Plat of Survey prepared for Bell, Claxton, and Shamrock Joint Venture dated 2/13/08 prepared by Danny Joe Flanders, Registered Land Surveyor and recorded in Plat Book 9, Page 393-B in the Office of the Clerk of the Superior Court of Laurens County, Georgia. Said plat is by reference hereto incorporated herein for a more complete and accurate description. Said tract of land fronts on the north margin of Hillcrest Parkway. Said conveyance is subject to a 20 foot sanitary sewer easement as shown on said plat.