



Hudson and Marshall, Inc.
10761 Estes Road, Macon, GA 31210
478-743-1511

AUCTION REAL ESTATE SALES CONTRACT

This Auction Real Estate Sales Contract (this "Contract") is entered into on the 26th day of January, 2023 (the "Effective Date") by and between the undersigned Purchaser(s) (the "Purchaser") and Tommy Breedlove (the "Seller").

As a result of the efforts of HUDSON AND MARSHALL, INC. (hereinafter referred to "Auctioneer"), the Purchaser agrees to buy, and Seller agrees to sell, all that tract or parcel of land situate, lying and being in Walton County, Georgia, together with all improvements located thereon and appurtenances thereto, collectively hereafter referred to as the "Property" and is more particularly described in the title abstract/legal description attached and known as Exhibit "A" and by reference incorporated herein.

- 1. Purchase Price. The parties hereto agree that the purchase price for the Property shall be as shown below (the "Purchase Price") and that the Earnest Money paid shall be applied to the Purchase Price and the Purchase Price shall be reduced by said amount. Said Purchase Price shall be paid as follows: cash, check, or bank wire.

Table with 2 columns: Description and Amount. Rows include HIGH BID, Buyer's Premium (10%), Total Purchase Price, Earnest Money, and Balance Due at Closing.

- 2. Purchaser's Obligation to Close. Purchaser's obligation to close the transaction shall not be contingent upon Purchaser's ability to obtain financing.
3. Closing Date; Closing. The sale of the Property (the "Closing") must be closed on or before Friday, March 3, 2023 by 5:00 p.m. (the "Closing Date"); however, Seller may extend the Closing Date for thirty (30) days, at Seller's option.
4. Closing Costs. Seller shall pay the cost of the deed preparation. Purchaser shall pay for the title insurance premium, if they choose to purchase title insurance; loan closing costs, appraisal fees, recording charges and any and all other costs associated with closing this transaction.
5. Real Estate Taxes. The 2023 real estate taxes shall be prorated at closing.
6. Earnest Money. Purchaser has paid to Auctioneer the sum of \$ _____, as earnest money (the "Earnest Money"), which Earnest Money is to be promptly deposited into the Auctioneer's escrow account and is to be applied as part payment of the Purchase Price at the time of Closing or as otherwise provided herein.
7. Possession. Possession of the Property shall be granted by Seller to Purchaser on the Closing Date.
8. Title. The property sells subject to the title abstract, and all exceptions attached as Exhibit A.

- 9. **Damage or Destruction of Property.** Should the Property be destroyed or substantially damaged before the Closing occurs this Contract will be cancelled, and the Earnest Money returned to Purchaser.
- 10. **No Representations or Warranties; No Obligation to Improve As-Is Condition.** Notwithstanding anything contained in this Contract to the contrary, Purchaser understands and agrees (a) that Seller has made no representation, warranty or guaranty, express or implied, oral, or written, regarding (i) the condition or state of repair of any improvements on the Property; (ii) the use, generation, storage, release, disposal or presence of any pollutants, contaminants or other dangerous or hazardous substances upon, beneath or near the Property; (iii) compliance of the Property with any applicable law, regulation or ordinance, including, but not limited to, any land use, zoning or environmental regulation or building code; or, (iv) any other matter regarding the condition of the Property; (b) that Seller is not obligated to alter, repair or improve the Property in any manner; and, (c) that the Property is being sold "AS-IS, WHERE-IS AND WITH ALL FAULTS" and without any representation or warranty of Seller. Further, at the Closing, Seller shall be fully and finally released from any and all claims or liabilities against Seller relating to or arising on account of the condition of the Property.
- 11. **Commission of Auctioneer and Broker.** Hudson & Marshall is acting exclusively as agent for the Seller.
- 12. **Assignment.** This Agreement may be assigned to any third party by the Purchaser at its own discretion, provided, however any assignment by Purchaser shall not relieve the Purchaser of any liability hereunder.
- 13. **Time.** Time is of the essence of this Contract.
- 14. **Sole Agreement.** This Contract, along with the Exhibits attached hereto and the documents incorporated herein, constitutes the sole and entire agreement between the parties hereto, and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.
- 15. **Governing Law.** This Contract shall be construed, interpreted, and enforced according to the laws of the state of Georgia without regard to its conflict of laws principles.
- 16. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original for all purposes.

17. Special Stipulations.

Seller's Attorney:

Purchaser's Attorney

Charles Merritt, Attorney

The Merritt Law Firm, P.C.

155 South Main Street

Madison, GA 30650

Esther Curry, Paralegal

ecurry@themerrittlawfirm.com

Signatures on Following Page

PURCHASER (S):

Purchaser's Signature

Print Purchaser's Name

Street Address

City, State, Zip

Cell/Daytime Number(s)

Email Address

PURCHASER (S):

Purchaser's Signature

Print Purchaser's Name

Street Address

City, State, Zip

Cell/Daytime Number(s)

Email Address

SELLER:

Tommy Breedlove

By: _____

Print Name: Tommy Breedlove

HUDSON AND MARSHALL, INC.

By: _____

Print Name: _____

Cooperating Buyers Broker:

By: _____

Agent Name: _____

Company Name: _____

Address: _____

Email Address: _____

Phone: _____

Hudson & Marshall #1779; B. G. Hudson, Jr. (Broker) #12204; Steve Slocumb #136176; Asa M. Marshall, IV #153460