

# 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 Monroe

April 15, 2023

The undersigned Purchaser at auction agrees to buy the following property owned by Monroe County, Georgia hereinafter referred to as the Seller.

**Legal Description of Property:** See Exhibit "A" attached for Legal Description

**IT IS AGREED BY THE PARTIES HERETO THAT THE PROPERTY IS SOLD SUBJECT TO THE FOLLOWING CONDITIONS AND STIPULATIONS:** (1) There will not be any Ad Valorem Taxes for 2023. Ad Valorem taxes will commence on January 1, 2024, and all taxes from this date forward will be the responsibility of the Purchaser. 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 Monroe 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 May 18, 2023, whereupon the Seller shall deliver to Purchaser a good and sufficient Limited 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 announced by the Auctioneer prior to the sale. (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 improvements are sold "AS-IS-WHERE-IS." The Seller does not warrant any electrical, water, septic system, plumbing, HVAC, structural, infestation, physical suitability for particular use and/or future use.

The sale is made upon the following terms:

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

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

WITNESS \_\_\_\_\_

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

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

**SELLER: MONROE COUNTY, GEORGIA**

BY: \_\_\_\_\_  
Gregory V. Tapley, Chairman

ATTEST: \_\_\_\_\_  
Janet Abbott, Clerk

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All that tract or parcel of land situate, lying and being in Land Lot 18 of the Thirteenth (13th ) Land District of Monroe County, Georgia, containing one (1) acre, and being more particularly described according to that certain plat of survey entitled "Property Survey for Monroe County, Georgia, a Political Subdivision of the State of Georgia, Smarr Community House", dated June 16, 1986, and recorded in Plat Book 13, Page 45 in the Office of the Clerk of Superior Court of Monroe County, Georgia, said land being more particularly described as Tract No. 1 and Tract No. 2, which plat is incorporated herein for a more complete and accurate description.

This being the same property conveyed to Monroe County, Georgia by Judgment of the Court recorded in Deed Book 223 Pages 75-77, Clerks Office, Monroe County Superior Court. The property is commonly known as Monroe County Map and Parcel number 080 018A in the records of the Monroe County Tax Assessors.  
The property address is 63 Evans Road, Smarr GA 31029