

# 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 Jeff Davis

June 28, 2023

The undersigned Purchaser at auction agrees to buy the following property owned by Faith Tabernacle Pentecostal Church, Inc. hereinafter referred to as Seller(s).

**Legal Description of Property:** All that tract or parcel of land located in Jeff Davis County, Georgia containing 5.53 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 shall be prorated at closing. (2) The preparation of the Warranty Deed will be paid by the Seller(s); all other closing cost are paid by purchaser. (3) The property is sold subject to all valid rules and regulations of Jeff Davis County, Georgia or any other appropriate authority having jurisdiction over the property. (4) The Purchaser shall have 20 business days after Seller(s) execution of the contract to examine the title, and all objections as to title shall be made in writing to the Seller(s) within that time. The Seller(s) shall have up to 60 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(s) 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 by Friday, August 4, 2023, whereupon the Seller shall deliver to Purchaser a good and sufficient Warranty Deed conveying to Purchaser marketable title in fee simple to the property subject only to any easements and restrictions of record and announcements posted prior to the auction. (6) Purchaser agrees that if title is good and Purchaser fails or refuses to complete this sale, Purchaser shall forfeit their earnest money as liquidated damages. (7) Seller(s) 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. (8) Special Announcements: (a) This is a cash contract not contingent on the purchaser's ability to obtain financing; (b) The land, building, outbuildings, and/or any improvements located thereon are being sold "AS-IS-WHERE-IS." The Seller does not warrant any electrical, water, septic system, plumbing, HVAC, structural, termite infestation, any prior or existing lead base paint, physical suitability for particular use and/or future use of the improvements or the property. The Seller warrants only marketable title free and clear of liens and encumbrances; (c) The Seller(s) has the right to extend closing up to 45 days from August 4, 2023 pending completion of any required legal or survey work; and (d) In the event the property sells subdivided, H&M will appoint a surveyor to complete the survey work. This will be an expense of the buyer and due at closing.

The sale is made upon the following terms:

	Bid Price	\$
Attorney _____	10 % Buyers Premium	\$
	Purchase Price	\$
	Earnest Money Binder	\$
	Balance of	\$

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

\_\_\_\_\_  
Purchaser (Signature) Purchaser (Print)

\_\_\_\_\_  
Mailing Address City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

The terms of this Agreement shall constitute an offer ("Offer") by Purchaser which shall expire at 5:00 p.m. on Friday, June 30, 2023, unless prior to that time the offer is accepted, and notice is hereby given to the party who made the Offer verbally or in writing.

**SELLER:** Faith Tabernacle Pentecostal Church, Inc.

**PRINT:** \_\_\_\_\_

**SIGN:** \_\_\_\_\_

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**TRACT NUMBER ONE:**

All that certain tract or parcel of land situate, lying and being in Land Lot No. 426, in the 2<sup>nd</sup> Land District of Jeff Davis County, Georgia, containing 4.84 acres, more or less, and being more particularly shown as "Tract 1" on that certain plat of survey prepared by R. Bayne Stone, Registered Surveyor, dated March 25, 1994, and recorded in Plat Book 6, page 381, in the Office of the Clerk of the Superior Court of Jeff Davis County, Georgia, which plat and the record thereof is incorporated herein and made a part of this description.

**TRACT NUMBER TWO:**

All that certain tract or parcel of land situate, lying and being in Land Lot No. 426, in the 2<sup>nd</sup> Land District of Jeff Davis County, Georgia, containing 0.69 of an acre, more or less, and being more particularly shown as "Tract 2" on that certain plat of survey prepared by R. Bayne Stone, Registered Surveyor, dated March 25, 1994, and recorded in Plat Book 6, page 381, in the Office of the Clerk of the Superior Court of Jeff Davis County, Georgia, which plat and the record thereof is incorporated herein and made a part of this description.

The above-described Tracts One and Two join together creating one tract, being bounded, now or formerly, as follows: North by land of Four-S Timberlands, LP; East by land of BTF Land Services, LLC; South by the right-of-way of State Route No. 19; and West by land of Four-S Timberlands, LP. Said tracts are the same as those tracts conveyed to Wil-Trux Transportation Services, Inc. from Bank of Hazlehurst, by warranty deed, recorded on August 4, 1994, in Deed Book 185, pages 178-179, Jeff Davis County Deed Records.

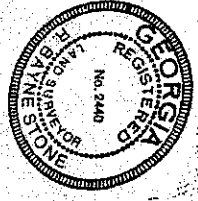
PROPERTY SURVEY  
AND DIVISION

FOR

BANK OF HAZLEHURST  
LAND LOT 426  
SECOND LAND DISTRICT  
JEFF DAVIS COUNTY  
STATE OF GEORGIA  
SCALE 1" = 75' 3-25-94

R. BAYNE STONE PLS 2440

FILED IN OFFICE  
OF THE SUPERIOR COURT  
JEFF DAVIS COUNTY, GA  
APR 18 AM 9:37  
R. BAYNE STONE  
PLS 2440  
REGISTERED  
SURVEYOR  
CLERK



GRAPHIC SCALE - 1" = 75'  
0 75 150 225

C/L OF TWIN 8' X 8'  
CONCRETE BOX CULVERTS

5 97° 57' 19" E 1724.50'  
(NOT TO SCALE)

U. S. HIGHWAY 341 \* DIVIDED FOUR LANE HIGHWAY

SURVEYOR'S NOTE:  
NO AVAILABLE DATA AND  
ADDITIONAL OBSERVATION THIS  
PROPERTY IS NOT IN A  
FLOOD HAZARD ZONE.  
R. Bayne Stone PLS No. 2440

COOK AND COMPANY PROPERTY

COOK AND COMPANY PROPERTY

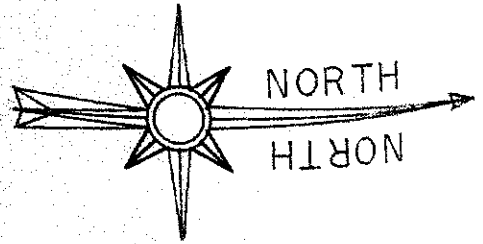
COOK AND COMPANY PROPERTY

TRACT ①  
4.84  
ACRES

TRACT ②  
.69  
ACRES

FORMERLY CONTINENTAL CAN COMPANY

AUBREY STONE PROPERTY



MAG.

LAND LOT LINE

(NOT TO SCALE)  
950.00'  
AUTOMATIC

258.54'  
4.88° 16' 08" W

238.19'  
N 84° 28' 18" W

15.00'

N 01° 05' 33" W 397.37'  
N 01° 05' 33" W 362.37'

S 88° 20' 43" E  
231.12'

N 01° 30' 00" E  
170.19'

S 87° 15' 00" E 127.40'  
S 87° 15' 00" E 116.00'

N 01° 48' 00" W 260.00'

N 87° 15' 00" W 116.00'

S 01° 48' 00" E 329.66'

S 01° 48' 00" E 319.66'