

HUDSON & MARSHALL, INC.

10761 Estes Road * Macon, Georgia 31210
(478) 743-1511 or (800) 841-9400

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

AUCTIONEER’S PURCHASE & SALE AGREEMENT

State of Georgia, County of Toombs

July 30, 2026

The undersigned Purchaser at auction agrees to buy the following property owned by Angela R. Stone aka Angela Stone hereinafter referred to as Seller(s).

Legal Description of Property: All that tract or parcel of land located in Toombs County, Georgia referred to as, Auction Lot (s)_____ containing _____ 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 2026 shall be prorated at closing. (2) All other closing cost are paid by purchaser. (3) The property is sold subject to all valid rules and regulations of Toombs County, Georgia or any other appropriate authority having jurisdiction over the property. (4) The Purchaser shall have 15 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 via mail to Hudson & Marshall, Inc. P O Box 38, Bolingbroke, GA 31004. The Seller(s) shall have up to 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(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 payment of the balance of the purchase money shall take place on or before September 4, 2026, 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 made prior to the auction. Seller reserves the right to extend the closing up to 30 days, if necessary. (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 will be held in Auctioneer’s escrow account registered with the Georgia Real Estate Commission and fully insured by the Federal Deposit Insurance Corporation. (8) Special Announcements: (a) This is a cash contract not contingent on an appraisal or the purchaser’s ability to obtain financing; (b) The land is being sold “AS-IS-WHERE-IS.” The Seller warrants only marketable title free and clear of liens and encumbrances; Seller(s) does not warrant any physical suitability for particular use and/or future use of the property; (c) 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; and (d) Purchaser has completed their own due diligence. (9) Other stipulations, as more particularly outlined in Exhibit “B”, which is attached hereto.

The sale is made upon the following terms:

\$_____ Per Acre

Bid Price: _____
10 % Buyers Premium: _____
Purchase Price: _____
Earnest Money Binder: _____
Balance Due at Closing: _____

IN WITNESS WHEREOF the Purchaser has hereunto affixed their 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 4:00 p.m. on Friday, July 31, 2026 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: Angela R. Stone aka Angela Stone

SIGN: _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in the 43rd G.M. District, Toombs County, Georgia, containing 80.36 acres, and being bounded, now or formerly, as follows: on the North by lands of O'Neal Farms, LLLP; on the East by the right-of-way of U.S. Highway No. 1; on the South by lands of Joseph N. Stanley; and on the West by lands of Heirs of Rosa Taylor the run of Branch being the line. Said property is more particularly described on a plat of survey prepared by R. Kim Dolan, Registered Land Surveyor, dated February 6, 2007, and recorded in Plat Book 30, Page 422, Clerk's Office, Toombs Superior Court. Said plat is incorporated herein and made a part hereof by reference.

LESS AND EXCEPT

All that tract or parcel of land lying and being in 43 Georgia Militia District of Toombs County, Georgia, being more particularly described as follows:

Beginning at a point 78 feet left of and opposite Station 309+21.90 on the construction centerline of SR4/US 1 on Georgia Highway Project No. EDS00-0545-00(023) P.I. No. 522220; running thence S 89°48'37.7" W a distance of 32.85 feet to a point 110.00 feet left of and opposite station 309+14.49 on said construction centerline laid out for US1/SR4; thence N 12°51'11.6" E a distance of 1452.38 feet to a point 110.00 feet left of and opposite station 323+66.86 on said construction centerline laid out for US1/SR4; thence S 89°41'47.3" E a distance of 32.78 feet to a point 78.00 feet left of and opposite station 323+73.99 on said construction centerline laid out for US1/SR4; thence S 12°51'11.6" W a distance of 1452.09 feet back to the point of beginning. Containing 1.067 acres more or less.

Also, granted is the right to certain easements for the construction of driveways as shown on the attached plat. Said easements will expire upon completion and final acceptance of said project by the Department of Transportation.

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of **All that tract or parcel of land lying and being in the 43rd G.M. District, Toombs County, Georgia, containing 80.36 acres, and being bounded, now or formerly, as follows: on the North by lands of O'Neal Farms, LLLP; on the East by the right-of-way of U.S. Highway No. 1; on the South by lands of Joseph N. Stanley; and on the West by lands of Heirs of Rosa Taylor the run of Branch being the line. Said property is more particularly described on a plat of survey prepared by R. Kim Dolan, Registered Land Surveyor, dated February 6, 2007, and recorded in Plat Book 30, Page 422, Clerk's Office, Toombs Superior Court. Said plat is incorporated herein and made a part hereof by reference.**

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EXHIBIT “B”

Addendum to the AUCTIONEER’S PURCHASE AND SALE AGREEMENT for properties more particularly described in Exhibit “A” to that Agreement, as it may be divided in parcels as described in the Hudson & Marshall Auction Brochure dated July 30, 2026.

TERMS OF SALE: Bidders will be notified no later than 5:00 P.M. Friday, July 31, 2026 if their bid is accepted, the Purchase and Sale Agreement will be emailed for execution. Contracts must be signed and returned to Hudson & Marshall no later than Monday, August 3, 2026 by 5:00 p.m. with the 10% earnest money binder. The earnest money can be in the form of a check or wire transfer. Hudson & Marshall will provide wiring instructions upon notification.

BUYERS PREMIUM: All real estate sold at this auction will be sold with a 10% buyer’s premium fee. (Example: If the purchaser bids \$100,000, then we charge 10% (\$10,000) for a final purchase price of \$110,000.

CLOSING: The 2026 real estate taxes will be prorated. Purchaser shall pay for any title exam fee, title insurance premium or attorney’s title opinion, loan closing costs, appraisal fees, recording charges and any and all other costs associated with closing this transaction. The property sells with NO LIENS, NO BACK TAXES, and INSURABLE TITLE. These properties must close on or before September 4, 2026.

SURVEY: There is an existing recorded boundary survey. If the property sells as a whole, it will be transferred per the survey of record as 79.293 acres. In the event the property sells divided a survey will be required and will be an expense of the buyer and due at closing. Craig Bargstadt will conduct all survey work and their fee will be .36¢ per foot for perimeter lines and .36¢ per foot for interior lines with purchasers sharing the cost of all common division lines.

TRACT 1: If this tract sells individually (without tract 2 or 3), it will be the Purchaser’s responsibility and cost to install a new drive. The purchaser will have 3 months from the date of closing to use the driveway on Tract 2

TRACT 2: Currently all power to the barn is from a central meter associated with tract 1. Prior to closing a separate meter will be installed on the utility pole adjacent to the barn so tract 1 and 2 will have separate meters and bills. This will be an expense of the Purchaser of Tract 2

TRACTS 1, 2 & 3: The well on Tract 1 provides water to the barns on Tract 2 and 3. The purchaser of Tract 1 agrees to allow the purchasers of Tracts 2 and 3 to use water from the well for a period of 120 days from the closing date of Tracts 2 & 3. During this period of time the owners of Tract 2 and 3 agree to use minimal water. The owners of Tracts 2 and 3 agree the water is not to be used for agricultural, commercial or business uses such as watering lawn, filling tanks, washing equipment or any other activity that would be considered excessive and detrimental to the well, the pump and power required to operate the well. The intent of this agreement is to provide water for basic use only. During this period the owners of Tracts 1, 2 and 3 agree that if the well requires maintenance or repair each party will pay their one third cost associated with such repairs. The Purchasers of Tracts 2 & 3 agree to each pay \$30 per month to the Purchaser of Tract 1.

PERSONAL PROPERTY: This auction does NOT include any personal property, furnishings or equipment inside home, inside the buildings/barns, in or on the grounds. Including but not limited to benches, bird feeders, syrup kettle, planters, windmill, etc.

BUYERS NOTE :Information contained herein was taken from sources deemed reliable and is believed to be correct. Although every precaution has been taken to insure the accuracy of the information herein, Hudson & Marshall, Inc., Seller, Sale Managers and all of their agents will not be responsible for any errors or omissions. It is the Purchasers responsibility to conduct their own due diligence and make their own decisions as to the accuracy of all information. The Seller conveys only marketable title free and clear of liens and encumbrances. Auctioneers are acting as agents for the Seller not the Buyer. Announcements made at the auction take precedence over all written matter. Buyers should carefully verify all items and bid accordingly. All real estate sells subject to the acceptance of the high bid by the Seller.

MAPPING/PHOTOS: The preliminary maps, aerial photos used in the sale brochure have been provided as a guide only. The lines drawn on these maps are not exact and may differ from the actual surveyed property lines. The Seller does not guarantee the complete accuracy of these maps. It is the Purchaser’s responsibility to conduct their own due diligence regarding the land.

By signing this, the Purchaser hereby acknowledges that he/she has personally inspected the property, was present for all of the pre-auction announcements, has read this Exhibit in its entirety and that he/she is not relying on any other outside information other than his/her own personal inspection of the property that he/she is purchasing.

SELLER: Angela R. Stone aka Angela Stone

PURCHASER:_____

SIGN: _____

SIGN: _____