

PRELIMINARY TERMS AND CONDITIONS OF SALE

Purchase Terms for

615± Acres with Improvements

Thursday, March 19th at 11:00 am (CT)

- ❖ TARGET AUCTION & LAND CO., INC. (hereinafter referred to as “Auction Company”/”Auctioneer”)
- ❖ EARL and SYLVIA LATHAM (hereinafter referred to as “Seller”)
- ❖ 615± acres located at 6593 Shoal Creek Road, Ashville, St. Clair County, Alabama 35953 (hereinafter referred to as “Property”)

THE PROPERTY IS BEING OFFERED AS AN ENTIRETY.

THE PROPERTY IS BEING SOLD AS-IS AND WITH NO CONTINGENCIES.

A TEN PERCENT (10%) BUYER’S PREMIUM WILL BE ADDED TO THE HIGH BID PRICE TO DETERMINE THE TOTAL CONTRACT PRICE.

1. TERMS OF SALE

- A. A registration amount of \$10,000 is required to register to bid. The registration amount can be delivered to the office of Auction Company in the form of a US bank cashier’s check or the bidder can wire the required registration amount to Auction Company to be approved to bid. Wire instructions will be provided. Please call our office PRIOR to initiating any wire transfer. For everyone except the winning bidder (“Purchaser”), the registration amount will be promptly refunded.
- B. The Property (“Property”) will be sold with a reserve, subject to Seller approval.
- C. A ten percent (10%) buyer’s premium will be added to the high bid price to determine the total contract price paid by the winning bidder (“Purchaser”).
- D. The Contract for Sale & Purchase (“Sales Contract”) shall be executed on auction day immediately after being declared the winning bidder (“Purchaser”).
- E. This is a CASH SALE with ten percent (10%) down payment based on the total contract price for the Property which is due no later than 4:00 pm CT on Friday, March 20th, 2020. The remaining balance is due at closing within 30 days. The registration amount from the Purchaser will be applied toward the required down payment. The down payment will be held in a non-interest-bearing escrow account by the Auction Company.
- F. This sale is not contingent upon the Purchaser’s ability to obtain financing.
- G. No credit cards will be accepted.
- H. If for any reason the Purchaser fails or refuses to execute the Sales Contract and/or deposit the required funds immediately after being confirmed the Purchaser as outlined herein, the Seller reserves the right to declare the bidder’s rights forfeited and may resell the property. Seller reserves the right to seek specific performance. Purchaser also agrees to forfeit the registration amount which shall become a non-refundable, non-compliance fee.
- I. Possession of Property will be 15 days after closing. However, if the equipment is not bought by the Purchaser, Seller reserves the right to store and move equipment for up to an additional 15 days.
- J. SURVEY: The Property has not been surveyed for the Auction. The Property will be selling by existing legal description. Should Purchaser or Purchaser’s lender desire any additional survey work, it will be at Purchaser’s option and expense, and will not affect the closing. If an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.
- K. The Property is selling subject to all matters contained in the Title Commitment (which is available for review) including all rights-of-way, easements of record, and any other items of record.
- L. The Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances subject to the terms and conditions relating to such liens and encumbrances contained in the Sales Contract and the Title Commitment.
- M. No changes to the Sales Contract or the Terms and Conditions of Sale will be permitted. The fully-executed Sales Contract (together with all related Exhibits thereto) shall control and constitute the entire agreement between Purchaser and Seller.
- N. By submitting a bid and/or executing the Sales Contract in the name of a business entity or corporation, the individual doing so has the authority and enters into a guaranty agreement whereby he/she personally guarantees payment of the bid amount.
- O. In the event of a conflict with the Sales Contract and the Terms and Conditions of Sale, the Terms and Conditions shall control the provision in conflict.

Purchaser Initials _____

Seller Initials _____

2. PROPERTY DISCLOSURES

- A. No mineral, gas or oil rights will be conveyed with the Property.
- B. The Property is selling “AS IS, WHERE IS, WITH ALL FAULTS”. It is the Purchasers sole responsibility to be satisfied with the Property and verify any information deemed important, including furniture and equipment.
- C. The equipment is available to the Purchaser for a bid amount of \$229,000 with possession of equipment at closing.
- D. The modular home is being sold furnished.
- E. The existing built-in appliances will be conveyed with the Property.
- F. The existing window treatments will be conveyed with the Property.
- G. The 500-gallon propane tank will be conveyed with the Property.
- H. The 300-gallon diesel tank will be conveyed with the Property.
- I. Fence lines may or may not represent boundary lines.

3. CLOSING

- A. **Closing must be completed on or before Monday, April 20th, 2020.** This is the closing deadline. Closing will be completed by The Robinson Law Firm, P.C. located at 6th Ave & Court St W, Ashville, AL 35953, Charles Robinson 205-594-5133 crobjr@rlflaw.net. It is the Purchaser’s responsibility to contact the closing agent and schedule closing.
- B. The proceeds due from the Purchaser at closing shall be by cashier’s check (from U.S. bank) or confirmed wire transfer sent to The Robinson Law Firm, P.C. Escrow Account (wire instructions will be provided).
- C. **Seller** will pay for preparation of the deed, title exam/commitment, and prorated ad valorem taxes. **Purchaser** will pay all other closing cost, including but not limited to survey fees, recording fees, attorney’s fees, wiring fees, loan/financing fees, if any, etc., and ad valorem taxes prorated to the closing date. Title Insurance is available through The Robinson Law Firm, P.C. at the Purchaser’s option and expense.

4. WIRE TRANSFERS

A transaction fee will apply to all funds transferred via wire.

5. DEFAULT

It is agreed by all parties that in the event the Purchaser fails to close and pay the balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the down payment and registration amount (if one was required). In the event of any breach of the terms of this agreement by Purchaser, the escrow agent is expressly authorized and instructed to disburse the down payment and registration amount (if one was required) without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after Purchaser’s default shall be solely at the Seller’s option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorney’s fee.

6. AUCTIONEER’S AGENCY DISCLOSURE

The Auctioneer is acting exclusively as the agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Auctioneer is not acting as an Agent in this transaction for the Purchaser. Any third party Buyer Broker is not a Subagent of Auction Company.

7. EQUAL OPPORTUNITY CLAUSE

All bidding is open to the public. The Property is available to Purchaser(s) without regard to race, color, religion, sex, familial status, national origin, or physical handicap.

8. SIGNATURES and COUNTERPARTS

Electronic signatures and facsimiles shall serve as valid authority for this document and all documents pertaining thereto may be executed in counterparts, each of which is deemed an original and together constitute one document.

9. ACKNOWLEDGEMENT

Purchaser acknowledges that he/she has read and understood the (1) Real Estate Online Bidding Terms, and (2) Terms and Conditions of Sale.

Purchaser Initials _____

Seller Initials _____

10. UPDATES and CORRECTIONS

Any updates, revisions, additions, deletions, or corrections to these Terms and Conditions of Sale will added here. It is the sole responsibility of the Purchaser to check for any updates or corrections prior to the end time of the auction. Any updates will be listed below:

- A. _
- B. _

By signing below, each Purchaser and Seller acknowledge that this ‘Exhibit A’ consists of three pages, has read and understood same; these terms are made a part of the CONTRACT FOR SALE AND PURCHASE.

Executed by Purchaser on March 19th, 2020

Executed by Seller on March 19th, 2020

PURCHASER

EARL LATHEM

PURCHASER

SYLVIA LATHEM

Purchaser Initials _____

Seller Initials _____