

**PRELIMINARY TERMS AND CONDITIONS OF SALE**

*Purchase Terms for*

Cahaba River Waterfront Lot on 3.81± Acres

Thursday, June 9th, 2020 at 1:00 pm (CT)

- ❖ TARGET AUCTION & LAND COMPANY, INC. (hereinafter referred to as “Auction Company”/”Auctioneer”)
- ❖ Joseph David Netterville (hereinafter referred to as “Seller”)
- ❖ Lot #7 Cahaba River Estates, 784 Cahaba River Estates, Hoover, Shelby County, AL 35244 (hereinafter referred to as “Property”)

**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. No advance registration amount is required to bid.
- B. The Property (“Property”) will be sold to the highest bidder at or above a High Bid Price of \$75,000.00.
- 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 Wednesday, June 10<sup>th</sup>, 2020. The remaining balance is due at closing within 30 days. 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.
- I. Possession of property will be at closing.
- J. The Property is selling subject to all matters contained in the Title Commitment and all Covenants and Restrictions (which are available for review) including all restrictions, zoning, rights-of-way, easements of record, and any other items of record.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. SURVEY: The property has not been surveyed for the Auction. However, the Seller has provided an existing survey. 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.

**2. PROPERTY DISCLOSURES**

- A. Seller will convey all mineral, gas or oil rights applicable to the Property owned by Seller, if any.
- B. The Property is located in a flood zone.
- C. No guaranty or representation is made regarding any individual part of the property’s ability to pass a perc test. It is the purchasers responsibility to inspect, conduct any percolation/septic test and consult any municipal agency for approvals prior to bidding.

Purchaser Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

- D. 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.
- E. The Property is selling subject to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Residential), as well as any addendums, guidelines, rules and regulations, etc.
- F. HOA dues are \$250.00 per year.
- G. The Property has a non-exclusive easement for ingress/egress as outlined on the existing survey.

**3. CLOSING**

- A. **Closing must be completed on or before Thursday, July 9th, 2020.** This is the closing deadline. Closing will be completed by Friedman, Dazzio, Zulanis, & Bowling, P.C. located at 3800 Corporate Woods Drive, Birmingham, AL 35242. Contact: Robert Sprain 205-278-7016, rsprain@friedman-lawyers.com. 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 Friedman, Dazzio, Zulanis, & Bowling, P.C. (wire instructions will be provided).
- C. **Seller** will pay for preparation of the deed, title exam/commitment, 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 and HOA dues prorated to the closing date. Title Insurance is available through Friedman, Dazzio, Zulanis, & Bowling, P.C. at the Purchaser’s option and expense.

**4. 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 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 r registration amount (if 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.

**5. 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.

**6. 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.

**7. 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.

**8. ACKNOWLEDGEMENT**

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

**9. 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. No guaranty or representation is made regarding any individual part of the property’s ability to pass a perc test. It is the purchasers responsibility to inspect, conduct any percolation/septic test and consult any municipal agency for approvals prior to bidding.
- B. \_

[SIGNATURES ON THE FOLLOWING PAGE]

Purchaser Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_

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 June 9<sup>th</sup>, 2020

Executed by Seller on June 9th, 2020

PURCHASER: ENTITY

BY: \_\_\_\_\_  
NAME  
ITS:

\_\_\_\_\_  
JOSEPH DAVID NETTERVILLE

Purchaser Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_