

**PRELIMINARY TERMS AND CONDITIONS OF SALE**

*Purchase Terms for*

Custom Built Luxury Home on 6.5± Acres in Tupelo, MS

Thursday, March 18th at 1:00 pm (CT)

- ❖ TARGET AUCTION & LAND CO., INC. (hereinafter referred to as “Auction Company”/”Auctioneer”)
- ❖ Steven R. and Lynn Morgan (hereinafter referred to as “Seller”)
- ❖ Luxury Home on 6.5± acres located at 179 Ridgelake Drive, Tupelo, Lee County, MS, 38801  
Parcel# 1140-20-001-04 – PPIN# 040215 (hereinafter referred to as “Property”)

**THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS 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 U.S. bank cashier’s check or bidder can wire the registration amount to Auction Company in order 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”), their registration amount will be promptly refunded.
- B. The 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.
- D. The Contract for Sale & Purchase (“Sales Contract”) shall be executed on auction day immediately after being declared the winning bidder.
- 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 19, 2021. 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 closing agency, Speights Law Firm (see Closing section B).  
This sale is not contingent upon the Purchaser’s ability to obtain financing.
- F. The Property is selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. It is the Purchaser’s sole responsibility to be satisfied with the Property and verify any information deemed important PRIOR to bidding.
- 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 will declare the Purchaser in default and 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 at closing.
- J. 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.
- K. The Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances and is selling subject to all matters contained in the Title Commitment (which is available for review online) including but not limited to all restrictions, rights-of-way, easements of record, title exceptions, less and exceptions, and any other items of record.
- 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. All documents will be in English. If an interpreter or translator is deemed necessary to translate any documents or information, it is the Purchaser’s sole responsibility. All currency will be in U.S. dollars.
- P. All information is believed to be correct, however it is the Purchasers responsibility to verify all information deemed necessary prior to bidding. Neither Auction Company nor Seller makes any representations or warranty of any kind regarding the Property.

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

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

**2. PROPERTY DISCLOSURES**

- A. Seller will convey all mineral, gas or oil rights applicable to the Property owned by Seller, if any.
- B. Portion(s) of the Property may or may not be 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.
- D. The Property is selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. It is the Purchasers sole responsibility to be satisfied with the Property and verify any information deemed important PRIOR to bidding.
- E. The Property is being sold unfurnished and no personal property, furnishing, or equipment will be conveyed with the real estate. However, some furnishings will be made available to the Purchaser at a predetermined price separate from the Property.
- F. The existing built-in appliances will be conveyed with the Property.
- G. The existing window treatments will be conveyed with the Property.
- H. The Property is selling subject to the Declaration of Covenants, Conditions and Restrictions for The Summit, as well as any addendums, guidelines, rules and regulations, etc. HOA dues are \$500.00 per year per lot and have been paid in full for 2021 and will be prorated at closing. The Property consists of two lots.
- I. Fence lines may or may not represent boundary lines.

**3. CLOSING**

- A. **Closing must be completed on or before Monday, April 19th, 2021. This is the closing deadline.** Closing will be completed by Speights Law Firm located at 522 West Main St., Tupelo, MS 38804, contact Amarette H.A. Speights, Esq., 662, 346-8441, amarette@speights-law.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 24 hours in advance prior to closing and sent to Speights Law Firm. Wire instructions will be provided.
- C. **Seller** will pay for preparation of the deed, title exam/commitment, any municipality assessments. HOA fees ad valorem taxes prorated to the closing date.
- D. **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. HOA fees ad valorem taxes prorated to the closing date. Title Insurance is available 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. In the event of any breach of the terms of this agreement by Purchaser, the Seller will declare the Purchaser in default and Purchaser agrees that the escrow agent is expressly authorized and instructed to disburse the down payment 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.

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

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

**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.

**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 19<sup>th</sup>, 2021**

**Executed by Seller on March 19<sup>th</sup>, 2021**

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**STEVEN R. MORGAN**

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**LYNN MORGAN**

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

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