

**TERMS AND CONDITIONS OF SALE**

*Purchase Terms for*

75.91± Acres with frontage on Hwy 72 and CR 113

and

Log Home on 3.92± Acres

Hollywood, Jackson County, AL

Wednesday, August 31st, 2022, at 11:00 am CT

- ❖ TARGET AUCTION & LAND CO., INC. (hereinafter referred to as “Auction Company”/”Auctioneer”)
- ❖ OWNBUYRENT, LLC (hereinafter referred to as “Seller”)
- ❖ AUCTION #1: 75.91± Acres in Jackson County, Alabama with Parcel Identification Numbers: 20-07-36-0-000-026.001 - PIN 104023, 27-01-01-0-000-001.000 - PIN 104025, 19-09-31-0-000-034.000 – PIN 104022, 28-03-06-0-000-004.000 –PIN 104024. AUCTION #2: Log Home on 3.92± Acres located at 5976 CR 33 (Bellefonte Rd), Hollywood, Jackson County, AL 35752 with Parcel Identification Number: Parcel Number 27-01-02-0-000-019.000 – PIN 18553 (hereinafter collectively referred to as “Property”)

**ORDER OF SALE**

AUCTION #1 will be offered first and once completed, AUCTION #2 will be offered and completed.

**BIDDING PROCEDURE**

1. The Property will be bid by the dollar.
2. **Round 1** of the bidding; the Property will be offered in individual tracts and/or as an entirety. The bidding will consist of each tract being offered individually and in sequential order, and all tracts will be offered as an entirety.
3. **Round 2** bidding allows any bidder to re-open the bidding on any individual tract or the entirety with a minimum of a five percent (5%) increase over the price obtained for that tract or entirety. This process will continue until no further requests for rebidding are received or when the Auctioneer senses the bidding is complete at the Auctioneers sole discretion.
4. A bidder will not be allowed to exchange a tract once that bidder has selected a tract.
5. Individual purchases are to be considered as singular transactions and are not contingent upon the sale of any other tract(s). The Auctioneer and Seller reserve the right to sell the property in any manner they so desire.

**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. The Property will be offered through a live and online auction with a reserve, subject to Seller’s approval. Online bidding opens August 22 and closes in conjunction with the live auction on Wednesday, August 31, 2022, at 11:00 am CT. Registration for the live auction will begin at 10:00 am CT.
- B. The live auction will be conducted from the Comfort Inn & Suites located at 25775 John T. Reid Pkwy in Scottsboro, AL.
- C. Bidder registration is required for this auction to place bid(s).
- D. A ten percent (10%) buyer’s premium will be added to the high bid to determine the total contract price paid by the winning bidder (“Purchaser”).
- E. The Contract for Sale & Purchase (“Sales Contract”) shall be executed on auction day immediately after being declared the winning bidder.
- F. This is a CONTINGENCY-FREE SALE with (1) a ten percent (10%) down payment based on the total contract price for the Property and (2) the non-refundable survey fees (as outlined in section 2H and 2K) are due from the Purchaser as follows:
  1. Online: No later than 4:00 pm CT on Friday, September 1, 2022 and
  2. Live: Due immediately following the auction.

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

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

The down payment will be held in a non-interest-bearing escrow account by Target Auction Company. Wire instructions will be provided. The remaining balance is due at closing on or before Friday, September 30, 2022.

- G. This sale is not contingent upon the Purchaser’s ability to obtain financing.
- H. No credit cards will be accepted.
- I. If for any reason the Purchaser fails or refuses to execute the Sales Contract and/or deposit the required down payment 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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. All information is believed to be correct. However, neither the Auction Company nor the Seller make any representations or warranty of any kind regarding the Property.
- O. Possession of the Property will be at closing.
- P. 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 (posted online for review).

**2. PROPERTY DISCLOSURES**

- A. Seller will convey all mineral, gas, or oil rights applicable to the Property owned by Seller, if any. However, according to the Title Commitment, mineral and mining rights have been reserved.
- B. Portion(s) of the Property may or may not be located in a flood zone.
- C. It is the Purchaser’s responsibility to verify with any governing agency regarding requirements, guidelines, zoning, permits or regulations for any portion of the Property within its jurisdiction.
- D. No guaranty or representation is made regarding any individual part of the property’s ability to pass a perc test.
- E. AUCTION #1 – 75.91± acres: Tracts 1, 2 & 3 are located in the county and have no zoning. Tracts 4, 5 & 6 are located in the county with portions of these tracts also located within the city limits of Hollywood. These portions located within the city are zoned AG (agricultural) and the portions located in the county have no zoning.
- F. AUCTION #1 – 75.91± acres: Some of the photographs were made prior to portions of the timber being harvested. Timber harvesting has been completed.
- G. AUCTION #1 - TVA Spur: Tract 6 adjoins the TVA rail spur. It is the Purchaser’s responsibility to obtain TVA approval for access to the spur. Purchaser will be responsible to apply for and fill out any applications or permits for “Request of Use of TVA Power & Commercial Property (non-reservoir)” (posted online for review) prior to any access to the TVA spur. Neither Seller, TVA nor Auction Company makes any warranties or guarantees of access. Please contact TVA, Greg C. Hadden, Sr. Program Manager, Realty Services, 423-313-3559, [gchadden@tva.gov](mailto:gchadden@tva.gov) for further information prior to bidding.
- H. AUCTION #1 - SURVEY: A sales plat has been prepared for the auction by Short Surveying, Inc. The Property will be surveyed by Short Surveying after the auction. The Purchaser(s) will be responsible for the cost of the survey. Only the corners will be marked, no boundaries or lines will be marked. The cost of the survey will be \$800.00 per tract or \$3,000.00 for the entirety. **This fee must be paid by Purchaser for each tract purchased when the ten percent (10%) down payment is collected and is non-refundable.**
- I. AUCTION #2 – Log Home on 3.92± acres: **Correction to advertisement.** This property is located within the city limits of Hollywood and is currently zoned B-3 (General Business District) and is not zoned for residential use as advertised. If the Purchaser desires the Property for residential purposes, the Purchaser will be responsible to have the Property rezoned with the City of Hollywood.
- J. AUCTION #2: Kitchen appliances will be conveyed with the Property.
- K. AUCTION #2 - SURVEY: A sales plat has been prepared for the auction by Short Surveying, Inc. The Property will be surveyed by Short Surveying after the auction. The Purchaser(s) will be responsible for the cost of the survey. Only the corners will be marked, no boundaries or lines will be marked. The cost of the survey will be \$250.00 per tract or \$800.00 for the entirety. **This fee must be paid by Purchaser for each tract purchased when the ten percent (10%) down payment is collected and is non-refundable.**

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

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

**3. UPDATES and CORRECTIONS**

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, revisions, additions, deletions, or corrections to these Terms and Conditions of Sale will be added here and were added in Section 2 Property Disclosures above:

- L. *The Terms and Conditions of Sale (Exhibit A) were combined from two documents into one.*
- M. *AUCTION #1 – 75.91± acres: Tracts 1, 2 & 3 are located in the county and have no zoning. Tracts 4, 5 & 6 are located in the county with portions of these tracts also located within the city limits of Hollywood. These portions located within the city are zoned AG (agricultural) and the portions located in the county have no zoning.*
- N. *AUCTION #1 – 75.91± acres: Some of the photographs were made prior to portions of the timber being harvested. Timber harvesting has been completed.*
- O. *AUCTION #2 – Log Home on 3.92± acres: **Correction to advertisement.** This property is located within the city limits of Hollywood and is currently zoned B-3 (General Business District) and is not zoned for residential use as advertised. If the Purchaser desires the Property for residential purposes, the Purchaser will be responsible to have the Property rezoned with the City of Hollywood.*

**4. CLOSING**

- A. **Closing must be completed on or before Friday, September 30, 2022. This is the closing deadline.** Closing will be completed by Jacob E. Bergman, P.C. located at 109 E Laurel St, Scottsboro, AL 35768, 256-259-1711, [jacobs@scottsboroclosings.com](mailto:jacobs@scottsboroclosings.com).
- B. It is the Purchaser’s responsibility to contact the closing agent and schedule closing.
- C. The proceeds due from the Purchaser at closing shall be confirmed by wire transfer or by cashier’s check (from U.S. bank) PRIOR to closing and sent to Jacob E. Bergman, P.C. Wire instructions will be provided.
- D. **Seller** will pay for the preparation of the deed, title exam/commitment, and any municipality assessments. Ad valorem taxes will be prorated to the closing date.
- E. **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. Ad valorem taxes prorated to the closing date.  
Title Insurance is available at the Purchaser’s option and expense through Jacob E. Bergman, P.C.

**5. WIRE TRANSFERS**

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

**6. DEFAULT**

- A. 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 closing/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.
- B. Closing/escrow agent shall disburse the Purchaser’s down payment to the Seller after the receipt of Seller’s written certification that the Purchaser’s Sales Contract has been terminated by reason of said Purchaser’s failure to cure a default in performance of Purchaser’s obligations herein. Closing/escrow agent may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Closing/escrow agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of closing/escrow agent shall be limited to the safekeeping of the down payment and the disbursement of same in accordance with the written instructions described above. Closing/escrow agent undertakes to perform only such duties as are expressly set forth hereto, and no implied duties or obligations shall be read into this agreement against closing/escrow agent.

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

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

**7. 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.

**8. 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, disability, sexual orientation or any other factor protected by federal, state or local law.

**9. 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.

**10. ACKNOWLEDGEMENT**

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

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

**Executed by Purchaser on August 31, 2022**

**Executed by Seller on August 31, 2022**

**PURCHASER:**

**SELLER: OWNBUYRENT, LLC**

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

BY: \_\_\_\_\_  
ITS: MEMBER

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

BY: \_\_\_\_\_  
ITS: MEMBER

BY: \_\_\_\_\_  
ITS: MEMBER

**STONE HOLDINGS GROUP, LLC**

BY: \_\_\_\_\_  
ITS: REGISTERED AGENT

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

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