



CONTRACT FOR SALE AND PURCHASE

216-A S 4th St, Gadsden, AL 35901 (800)476-3939

PROPERTY: A Residential Lot on Ono Island located on River Road, Orange Beach, AL 36561.
Lot 4 Unit 28-A, Baldwin County Tax Parcel Number: 63-08-0-000-001.241 (hereinafter referred to as "Property")
SELLER: Vanessa Smith (hereinafter referred to as "Seller")

PURCHASER: _____ (hereinafter referred to as "Purchaser")
ADDRESS: _____
PHONE: _____ **EMAIL:** _____

AUCTION COMPANY: Target Auction & Land Co., Inc., through its Alabama Broker, Dewey Jacobs (hereinafter referred to as "Auction Company")

Both the Seller and the Purchaser hereby agree that the Seller shall sell, and the Purchaser shall purchase the following Property upon the following terms and conditions within this Contract For Sale And Purchase (hereinafter referred to as "Sales Contract"):

PURCHASE PRICE

High Bid Price		\$
Buyer's Premium (12% of High Bid Price)	+	\$
Total Contract Price (High Bid Price + Buyer's Premium)		\$
Deposit (10% of the Total Contract Price)	-	\$
Balance Due at Closing (on or before Monday, August 12, 2024)		\$

EXHIBIT(S) - The following exhibit(s) will be attached to and made part of the Sales Contract:

Survey: See attached (hereinafter referred to as "Exhibit A")

THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS.
THIS IS A CONTINGENCY-FREE SALES CONTRACT AND IT IS NOT SUBJECT TO THE PURCHASER OBTAINING FINANCING.

REAL ESTATE AGENCY DISCLOSURE

Listing Company: Target Auction & Land Co., Inc., through its Alabama Broker, Dewey Jacobs, ALAU #5060, ALBK #41690. The Listing Company is an agent of the Seller.

Buyer Agent Company: _____ If no company/name is entered, no commission will be paid. The Buyer Agent/Broker is an agent of the Purchaser. Compensation will be paid at closing in the amount outlined in the Broker Compensation Form.

1. TERMS OF SALE

- A. The Property, Lot 4 Unit 28-A, will be offered individually through an online auction, and selling subject to Seller's confirmation of bid. The Seller reserves the right to sell the Property in any manner they so desire. Individual property purchases are to be considered as a singular transaction and are not contingent upon the sale of any other property.
- B. The bidding opens July 4, 2024, and concludes Thursday, July 11, 2024, at 11:00 am CT subject to auto-extend.
- C. Online bidder registration is required for approval to bid. No advance registration amount is required to bid.
- D. The Sales Contract shall be executed on auction day immediately after being declared the winning bidder.
- E. A twelve percent (12%) buyer's premium will be added to the high bid to determine the total contract price paid by the Purchaser.
- F. A ten percent (10%) deposit based on the total contract price for the Property is due no later than Friday, July 12, 2024, by 4:00 pm CT, and the remaining balance is due at closing on or before Monday, August 12, 2024.
- G. If for any reason the winning bidder fails or refuses to execute the Sales Contract and/or deposit the required funds, the Seller will declare the winning bidder/purchaser in default and reserves the right to resell the Property or seek specific performance.
- H. No changes to the Sales Contract will be permitted. The fully executed Sales Contract (together with all related Exhibits thereto) shall control and constitute the entire agreement between the Seller and Purchaser.
- I. By submitting a bid, the bidder acknowledges the bid is binding and cannot be withdrawn.

Purchaser Initials _____

Seller Initials _____

- J. 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 they personally guarantee payment of the bid amount.
- K. All documents are in English. If an interpreter or translator is deemed necessary to translate any documents or information, it is the Purchaser's sole responsibility.
- L. All currency will be in U.S. dollars. No credit cards will be accepted.
- M. The Purchaser must verify any information deemed important PRIOR to bidding. All information is believed to be correct; however, neither the Auction Company nor Seller make any representations or warranty of any kind.
- N. The Property, all systems, appliances, and any furnishings/inventory (if applicable) are selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. It is the Purchaser's sole responsibility to be satisfied with these items prior to bidding. It is the sole responsibility of the Purchaser at Purchaser's option and expense, to make whatever evaluations or inspections (i.e., physical, environmental, engineering, etc.), deemed necessary and to verify with any governing agency any requirements, guidelines, permits, or regulations pertaining to the Property and its use thereof prior to bidding.
- O. 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 (1) herein, (2) in the title commitment (posted online for review), and (3) any other documents of record. The Seller shall have up to sixty (60) days after the auction date to cure any defects in title, if any defects are discovered that are not addressed in the existing title commitment.
- P. The Purchaser shall take title subject to present zoning classification, homeowners associations, prohibitions, restrictions, and matters appearing on the plat or otherwise common to the subdivision, public utility easements and any other items of record (if applicable).
- Q. The Property is zoned residential.
- R. The Property is part of a recorded subdivision. It has not been surveyed for the auction; however, a survey was completed by Smith Clark & Associates on October 21, 2021. The Property will convey by existing legal description. Should the Purchaser or Purchaser's lender require any additional survey work, it will be at the Purchaser's option and expense, and will not affect the closing. If a new survey shows any changes, the Sales Contract price will not be adjusted.
- S. Portion(s) of the Property are located in a flood zone/wetlands area.
- T. Any fence lines may or may not represent boundary lines.
- U. The Property has recorded covenants and restrictions: Declaration of Local Covenants and Restrictions Applicable to Ono Island Subdivision, Unit Thirteen Baldwin County, Alabama (posted online for review).

2. POSSESSION

Possession of the Property will occur at closing and shall be given subject to any existing lease(s) (if applicable).

3. PROPERTY DISCLOSURES

- A. The Property Owners Association (POA) dues are presently \$1,350.00 annually per lot and due by March 1st of each year.
- B. The Fire Authority dues are presently \$919.00 annually per lot and due by January 1st of each year.
- C. The Admission Fee is \$8,000.00 per lot and is paid by the Purchaser at closing.

4. 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 will be added here: None.

5. CLOSING

- A. **Closing must be completed on or before Monday, August 12, 2024. This is the closing deadline.**
Jennifer E. Hilley of MLJ Escrow, LLC, located at 22645 Canal Rd, Ste B, Orange Beach, AL 36561 is the closing agent. Contact her at 251-968-5586 EXT 2 or jennifer@mljescrowgulf.com.
- B. Target Auction & Land Co., Inc. is the escrow agent; and will hold the deposit in a non-interest-bearing escrow account. Wire instructions will be provided.
- C. Closing Costs:
 - 1. **Seller** will pay for the title exam/commitment, preparation of the deed, any municipality assessments and/or utilities presently due.
 - 2. **Purchaser** will pay all other closing cost, including but not limited to, the state tax/deed stamps, the Admission Fee, any recording fees, attorney fees, wiring fees, loan/financing fees, survey fees, etc. (if applicable). A title insurance policy is available at the Purchaser's option and expense through MLJ Escrow, LLC.
- D. Prorations: ad valorem taxes, Property Owners Association dues, Fire Authority dues, and any other similar items will be prorated to the closing date.
- E. The proceeds due from the Purchaser at closing shall be by confirmed wire transfer prior to closing and sent to MLJ Escrow, LLC. Wire instructions will be provided.

Purchaser Initials _____

Seller Initials _____

F. If closing is delayed by actions or lack of actions of the Purchaser after the closing date deadline or extended closing date deadline, the Purchaser will forfeit all of the deposit. The deposit will be retained by the Seller and Target Auction & Land Co., Inc., as liquidated damages. Any breach of the terms and conditions of this Sales Contract by the Purchaser, the escrow agent is expressly authorized and instructed to disburse the deposit and any registration amount (if applicable) without the requirement of any further writing or agreement of the Seller and Purchaser. No fees will be charged, nor damages applicable for an extension when the closing is delayed by the Seller, Seller's closing agent, and/or Seller's surveyor (if applicable).

6. WIRE TRANSFERS

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

7. DEFAULT

A. It is agreed by the Seller and Purchaser 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 deposit. In the event of any breach of the terms of this agreement by the Purchaser, the Seller will declare the Purchaser in default and the Purchaser agrees that the escrow agent is expressly authorized and instructed to disburse the deposit without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after the 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 the action and reasonable attorney's fee.

B. Escrow agent shall disburse the Purchaser's deposit 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. 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. 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 escrow agent shall be limited to the safekeeping of the deposit and the disbursement of same in accordance with the written instructions described above. 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 escrow agent.

8. AUCTION COMPANY AGENCY DISCLOSURE

The Auction Company 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 Auction Company is not acting as an agent in this transaction for the Purchaser. Any third party buyer agent represents the Purchaser and is not a subagent of the Auction Company or Seller.

9. EQUAL OPPORTUNITY CLAUSE

The Property is available to the Purchaser(s) without regard to race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability, or any other factor protected by federal, state, or local law.

10. 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.

[SIGNATURES ON FOLLOWING PAGE]

THIS IS A LEGAL BINDING CONTRACT AND IS NON-TRANSFERABLE WITHOUT PERMISSION FROM THE SELLER.

By signing below, each Seller and Purchaser acknowledge they have read, understand, and agree to abide by all terms and conditions set forth in this Contract for Sale and Purchase.

PURCHASER:

BY: NAME _____ **DATE** _____
ITS: _____

BY: NAME _____ **DATE** _____
ITS: _____

SELLER:

VANESSA SMITH _____ **DATE** _____

TARGET AUCTION & LAND CO., INC.

BY: JEFF HATHORN _____ **DATE** _____
ITS: EXECUTIVE VICE PRESIDENT

BY: DEWEY JACOBS _____ **DATE** _____
ITS: ALABAMA BROKER AND AUCTIONEER

Purchaser Initials _____

Seller Initials _____

EXHIBIT A - SURVEY

