



**PRELIMINARY CONTRACT FOR SALE AND PURCHASE**

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

**PROPERTY:** A cabin and events venue located at 2838 Nile Rd, Kosciusko, Attala County, Mississippi 39090.

Parcel ID # 2109 300 0001001 (hereinafter referred to as "Property")

**SELLER:** William Strohm and Susan Sanders Strohm (hereinafter referred to as "Seller")

**PURCHASER:** \_\_\_\_\_ (hereinafter referred to as "Purchaser")

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**AUCTION COMPANY:** Target Auction & Land Co., Inc., through its Mississippi Broker, William T. McLemore (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**

**EXAMPLE ONLY USING THE STARTING BID**

<b>High Bid Price</b>		\$525,000.00
<b>Buyer's Premium</b> (12% of High Bid Price)	+	\$ 63,000.00
<b>Total Contract Price</b> (High Bid Price + Buyer's Premium)		\$588,000.00
<b>Deposit</b> (10% of the Total Contract Price)	-	\$ 58,800.00
<b>Balance Due at Closing</b> (on or before Monday, November 18, 2024)		<b>\$529,200.00</b>

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

- A. **Survey:** See attached (hereinafter referred to as "Exhibit A")
- B. **Inventory:** See attached (hereinafter referred to as "Exhibit B")

**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 Mississippi Broker, William T. McLemore MSAU #1458, MSRE #21331, MS FIRM #21330. 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. The Buyer Agent Company is an agent of the Purchaser.

**1. TERMS OF SALE**

- A. The Property will be offered through an online auction selling subject to Seller's confirmation of bid. The Seller reserves the right to sell the Property in any manner they so desire. The bidding opens October 10, 2024, and concludes Thursday, October 17, 2024, at 11:00 am CT subject to auto-extend.
- B. Online bidder registration is required for approval to bid. No advance registration amount is required to bid.
- C. The Sales Contract shall be executed on auction day immediately after being declared the winning bidder.
- D. A twelve percent (12%) buyer's premium will be added to the high bid to determine the total contract price paid by the Purchaser.
- E. A ten percent (10%) deposit based on the total contract price for the Property is due no later than Friday, October 18, 2024, at 4:00 pm CT, and the remaining balance is due at closing on or before Monday, November 18, 2024.
- F. 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.
- G. 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.

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

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

- H. By submitting a bid, the bidder acknowledges the bid is binding and cannot be withdrawn.
- I. 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.
- J. 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.
- K. All currency will be in U.S. dollars. No credit cards will be accepted.
- L. The Purchaser shall 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.
- M. The Property is selling furnished. The built-in appliances will convey with the Property. All personal property, fixtures, inventory, and equipment of the business are included in the transaction. The Seller has provided an inventory of items that will be conveyed with the Property and will transfer by bill of sale. The Inventory is posted online for review.
- 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. Prior to bidding, (1) it is the Purchaser's sole responsibility to be satisfied with the Property, all systems, appliances, and any furnishings/inventory (if applicable); and (2) 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), deemed necessary and to verify with any governing agency any requirements, guidelines, permits, or regulations pertaining to the Property and its use thereof.
- 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 any are applicable).
- Q. The Property has not been surveyed for the auction; however, a survey was completed on November 13, 2007, by Gardner Engineering, P.A. 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 an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.
- R. The Seller will convey all mineral, gas, or oil rights applicable to the Property owned by Seller, if any.
- S. Portion(s) of the Property may or may not be located in a flood zone.
- T. No guaranty or representation is made regarding any individual part of the Property to pass a perc test.
- U. Any fence lines may or may not represent boundary lines.
- V. The Seller will convey at closing the following accounts, specific trademarks, names, and other identifying information associated with "The Aisle" along with login information to the accounts. Seller agrees to cooperate and reasonably participate in any efforts required to transfer or assign any of the accounts, including but not limited to interfacing with customer service representatives, taking any necessary steps required by the host of the accounts online, or signing any follow-up documents required by any of the service providers associated with any of the accounts.
  1. Trade name "The Aisle" along with any reasonably related names.
  2. Logos, insignias, designs, images, and other identifying marks associated or used in conjunction with "The Aisle".
  3. Website name, www.theaislems.com, including the name and all information and images contained therein or otherwise related to its appearance, operation, hosting, or function.
  4. Google business profile for "The Aisle", including the name and all information and images contained therein or otherwise related to its appearance, operation, hosting, or function.
  5. All wedding/event venue and short-term rental website accounts, and social media accounts associated with "The Aisle", including all information, posts, comments, and images contained therein or otherwise related to the account's appearance, operation, hosting, or function.
- W. Seller agrees to cooperate and reasonably participate in the transition and training of the Purchaser for the remaining scheduled events in 2024 as desired by the Purchaser.
- X. Future Events/Short-Term Rentals: The Seller continues to accept reservations. The Purchaser agrees to fulfill all existing contracts for upcoming events and/or short-term rentals at the contracted price and be properly licensed, permitted, and insured to conduct said events. At closing, any existing contracts/reservations will be provided and assigned to the Purchaser with any deposits collected by the Seller.

**2. POSSESSION**

Possession of the Property will occur at closing and shall be given subject to any existing lease(s) and/or any existing contracts for upcoming events (if applicable).

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

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

**3. PROPERTY DISCLOSURES**

- A. The three existing propane tanks are leased by the Seller and will be transferred to Purchaser along with any remaining propane gas.
- B. The Seller is upgrading the septic system for the barn to a wastewater treatment system. This will be completed promptly/prior to closing and at no cost to the Purchaser. The system is permitted and approved by the MS Department of Health.

**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:

- A. Added to Section 3 PROPERTY DISCLOSURES, Item B: The Seller is upgrading the septic system for the barn to a wastewater treatment system. This will be completed promptly/prior to closing and at no cost to the Purchaser. The system is permitted and approved by the MS Department of Health.

**5. CLOSING**

- A. **Closing must be completed on or before Monday, November 18, 2024. This is the closing deadline.**
- B. Cory Anthony Law Firm, PLLC, located at 214 E Main St, Starkville, MS 39759 is the closing and escrow agent; and will hold the deposit in a non-interest-bearing escrow account. Wire instructions will be provided. Contact: Cory Anthony at 662-323-7779 or alf@starkvilleclosings.com.
- C. Closing Costs:
  - 1. **Seller** will pay for the title exam/commitment, preparation of the deed, and any municipality assessments presently due.
  - 2. **Purchaser** will pay all other closing cost, including but not limited to, any recording fees, attorney fees, wiring fees, loan/financing fees, survey fees, state tax/deed stamps, etc. (if applicable). A title insurance policy is available at the Purchaser's option and expense through Cory Anthony Law Firm, PLLC.
- D. Prorations: ad valorem taxes, 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 Cory Anthony Law Firm, PLLC. Wire instructions will be provided.
- 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 closing/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/escrow agent, and/or Seller's surveyor.

**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 of the action and a 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

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

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

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.

**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:**

**SELLERS:**

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

\_\_\_\_\_  
WILLIAM STROHM DATE

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

\_\_\_\_\_  
SUSAN SANDERS STROHM DATE

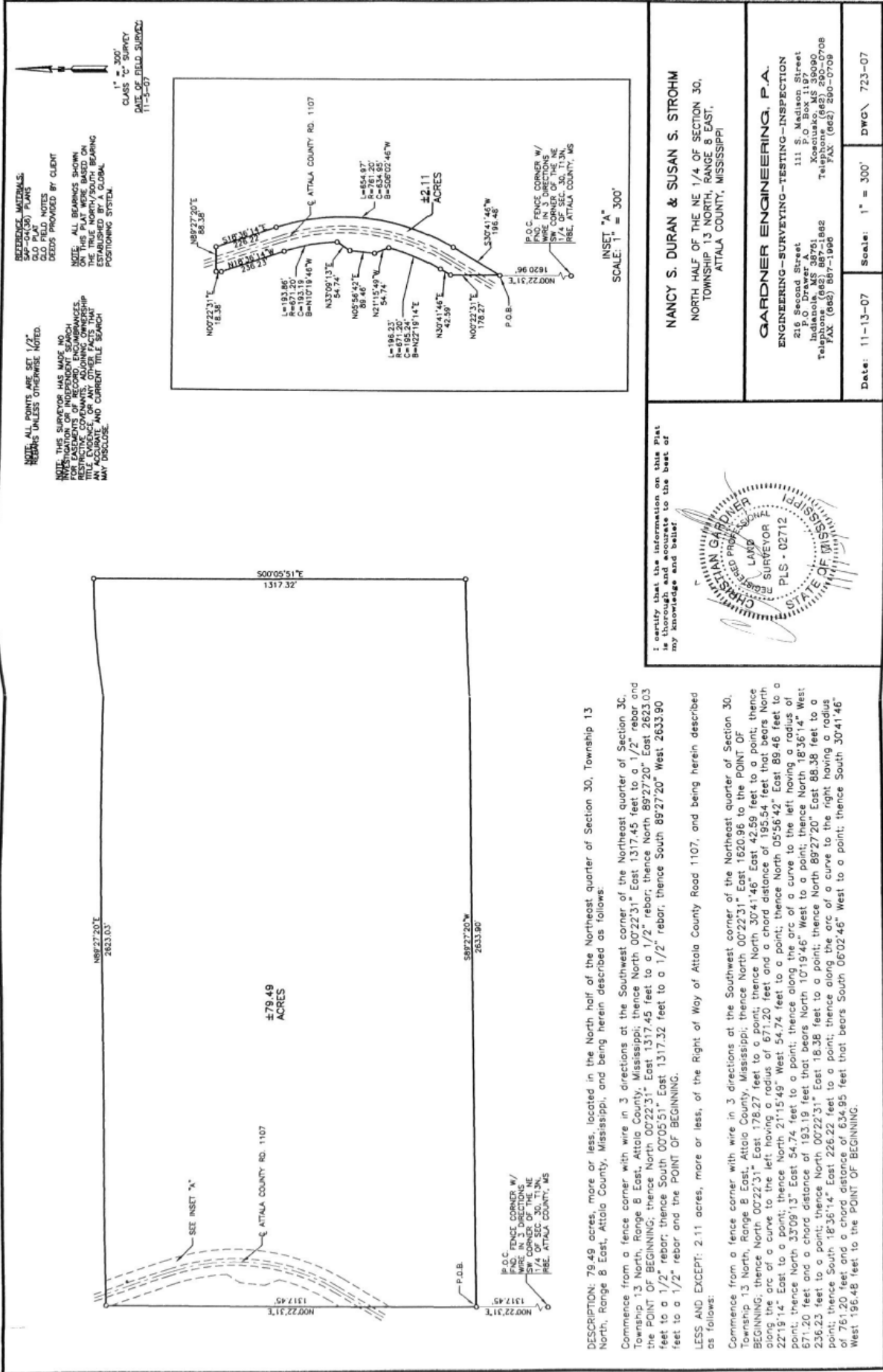
**TARGET AUCTION & LAND CO., INC.**

\_\_\_\_\_  
BY: DEWEY JACOBS DATE  
ITS: ALABAMA BROKER  
ALRE #41690, ALAU #5060

\_\_\_\_\_  
BY: WILLIAM T. MCLEMORE DATE  
ITS: MISSISSIPPI BROKER  
MSAU #1458, MSRE #21331, MS FIRM #21330

# EXHIBIT A - Survey

WILL BE ATTACHED TO AND MADE PART OF THE "CONTRACT FOR SALE AND PURCHASE"



**REFERENCE MATERIALS:**  
 (1) DEEDS  
 (2) PLATS  
 (3) G.L.O. FIELD NOTES

**NOTE:** ALL BEARINGS SHOWN ON THIS PLAT WERE BASED ON THE TRUE NORTH/SOUTH BEARING ESTABLISHED BY A GLOBAL POSITIONING SYSTEM.

1" = 300'  
 CLASS "C" SURVEY  
 DATE OF FIELD SURVEY 11-3-07

**NOTE:** THIS SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH OF RECORDS IN THE PUBLIC OFFICES OF ANY JURISDICTION TO DETERMINE THE EXISTENCE OF ANY RESTRICTIVE COVENANTS AFFECTING THE PROPERTY OR ANY OTHER FACTS THAT WILL EVIDENCE, OR ANY OTHER FACTS THAT MAY DISCLOSE, AND CORRECT TITLE SEARCH RESULTS UNLESS OTHERWISE NOTED.

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.



**NANCY S. DURAN & SUSAN S. STROHM**  
 NORTH HALF OF THE NE 1/4 OF SECTION 30,  
 TOWNSHIP 13 NORTH, RANGE 8 EAST,  
 ATTALA COUNTY, MISSISSIPPI

**GARDNER ENGINEERING, P.A.**  
 ENGINEERING-SURVEYING-TESTING-INSPECTION  
 216 Second Street  
 P.O. Drawer A  
 Indianola, Mississippi 39030  
 Telephone: (662) 897-0182  
 FAX: (662) 897-1990

Date: 11-13-07 Scale: 1" = 300' DWG\ 723-07

**DESCRIPTION:** 79.49 acres, more or less, located in the North half of the Northeast quarter of Section 30, Township 13 North, Range 8 East, Attala County, Mississippi, and being herein described as follows:

Commence from a fence corner with wire in 3 directions at the Southwest corner of the Northeast quarter of Section 30, Township 13 North, Range 8 East, Attala County, Mississippi; thence North 07°22'31" East 1317.45 feet to a 1/2" rebar and the POINT OF BEGINNING; thence North 00°22'31" East 1317.45 feet to a 1/2" rebar; thence North 89°27'20" East 2633.03 feet to a 1/2" rebar; thence South 07°05'51" East 1317.32 feet to a 1/2" rebar, thence South 89°27'20" West 2633.90 feet to a 1/2" rebar and the POINT OF BEGINNING.

**LESS AND EXCEPT:** 2.11 acres, more or less, of the Right of Way of Attala County Road 1107, and being herein described as follows:

Commence from a fence corner with wire in 3 directions at the Southwest corner of the Northeast quarter of Section 30, Township 13 North, Range 8 East, Attala County, Mississippi; thence North 07°22'31" East 1620.96 feet to the POINT OF BEGINNING; thence North 30°41'46" East 178.27 feet to a point; thence North 30°41'46" East 42.59 feet to a point, thence along the arc of a curve to the left having a radius of 671.20 feet and a chord distance of 485.34 feet that bears North 22°19'14" East to a point; thence North 21°15'49" West 54.74 feet to a point; thence North 05°56'42" East 89.46 feet to a point; thence North 33°09'13" East 54.74 feet to a point; thence along the arc of a curve to the left having a radius of 671.20 feet and a chord distance of 193.19 feet that bears North 10°19'46" West to a point; thence North 18°36'14" West 236.23 feet to a point; thence North 00°22'31" East 18.36 feet to a point; thence North 89°27'20" East 88.38 feet to a point; thence South 18°36'14" East 226.22 feet to a point; thence along the arc of a curve to the right having a radius of 761.20 feet and a chord distance of 634.85 feet that bears South 06°02'46" West to a point; thence South 30°41'46" West 196.48 feet to the POINT OF BEGINNING.

## **EXHIBIT B - Inventory**

WILL BE ATTACHED TO AND MADE PART OF THE "CONTRACT FOR SALE AND PURCHASE"

**This is will be provided after a CNRA is executed.  
Contact Chase Harris at 256-770-9493 for more information.**

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

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