

REAL ESTATE

PRELIMINARY TERMS AND CONDITIONS OF SALE

Custom Brow Home on 49± Acres and Additional 45± Acre Parcel

6348 County Road 44

Section, Jackson County, Alabama

Thursday, August 30th, 2018 at 11:00 am (CT)

TARGET AUCTION & LAND COMPANY, INC. (“Auction Company”/“Auctioneer”) has a contract with Wall Revocable Trust (Hereinafter referred to as the “Seller”), to offer at auction a Custom Brow Home on 49± Acres and Additional 45± Acre Parcel located at 6348 County Rd 44 Section, Jackson County, Alabama 35771. The Property will be offered in two parcels, and as an entirety, and will be selling subject to the Seller’s confirmation of bid.

THE PROPERTY IS BEING SOLD AS-IS AND WITH NO CONTINGENCIES

A 10% BUYER’S PREMIUM WILL BE ADDED TO THE WINNING BID TO DETERMINE THE TOTAL PURCHASE PRICE.

ORDER OF SALE: AUCTION BEGINS AT 11:00 A.M. (CT). Registration begins at 10:00 A.M. (CT)

The 49± Acre House Parcel will be offered first and will be bid by the dollar. The 45± acre parcel will be offered second and bid by the acre. The Auctioneer reserves the right to rebid or group the property with a minimum of a five percent (5%) raise over the total price obtained in parcels. The Auctioneer and Sellers reserve the right to sell the property in any manner they so desire. Individual purchases are to be considered as singular transactions and are not contingent upon the sale of the other parcel.

1. TERMS OF SALE

- A. This is a CASH SALE with a TEN PERCENT (10%) down payment based on the Total Contract Price for the Property due on auction day for Live/Onsite bidders and by end of next business day for Remote/Online bidders. The successful bidder’s registration fee will be applied toward the required deposit. The balance remaining is due at closing within 30 days. This sale is not contingent upon Purchaser’s ability to obtain financing. No credit cards will be accepted. Driver’s License or State Identification must be presented upon acceptance of checks.
- B. **LIVE/ONSITE REGISTRATION FEE:** A certified or cashier’s check made payable to Target Auction Escrow Account in the amount of **\$10,000.00** is required to bid live (in person) for the 49± Acre House Parcel. This will also allow bidding on the “entirety” (both the 49± Acre House Parcel and the additional 45± Acre Parcel).
REMOTE/ONLINE REGISTRATION FEE: (1) A wire transfer to Target Auction Escrow Account in the amount of **\$25,000.00** is required to bid online for the 49± Acre House Parcel. **(2)** A wire transfer to Target Auction Escrow Account in the amount of **\$5,000.00** is required to bid online for the 45± Acre Parcel. Wire Instructions available upon request.
- C. If for any reason the high bidder fails or refuses to deposit the required funds or to execute the Contract for Sale & Purchase (“Sales Contract”) immediately after being confirmed the high bidder, the Seller reserves the right to declare the bidder’s rights forfeited and may resell the property and retain the registration fee.
- D. A 10% Buyer’s Premium will be added to the final bid to determine the total contract price paid by the purchaser.
- E. No personal property, furnishing or equipment will be conveyed with the real estate.
- F. Possession of property will be at closing.
- G. SURVEY: The property will be selling based on the existing legal description. Should purchaser or purchaser’s lender require any additional survey work, it will be at the purchaser’s option and expense. Should a survey show a greater or lesser amount of acreage, the Total Contract Price will not be adjusted.

2. PROPERTY DISCLOSURES

- A. The Property is selling subject to the Title Commitment (which is available for review) and all rights-of-way, easements of record, and other items of record.
- B. No guaranty or representation is made regarding any individual part of the property’s ability to pass a perc test.
- C. Portions of the property may be located in a flood zone.
- D. The existing built-in appliances will be conveyed with the property.
- E. Seller will convey all mineral, gas or oil rights applicable to the Property owned by Seller, if any.
- F. Fence lines may or may not represent boundary lines.

- G. Correction to Advertising: The parcel across the road from the home parcel was advertised as 42± Acres. According to the deed, this parcel is 45± Acres and will be sold as such.
- H. The home parcel has an existing 1,000 gallon propane tank located on it and this will be conveyed with the existing gas. Seller recently filled the tank.

3. PROPERTY INFORMATION

- A. 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.
- B. The Property is selling “AS IS” subject to, and any CONTRACT IS NOT CONTINGENT upon, any state of facts an accurate survey or personal inspection of the Property may reveal, any existing or proposed rights-of-way, prior reservation or conveyances, restrictive or protective covenants, easements, encroachments, rights or claims of parties in possession, zoning, building codes, permits, governmental agencies regulations, environmental conditions (including but not limited to wetlands, riparian, or littoral rights), flood zones, zoning or subdivision regulations, hazardous materials, water rights or water access, mineral rights or reservations, leases or tenancies, and subject to all title exceptions as set forth in the Title Commitment.

4. PROPERTY INSPECTION

- A. It is the Purchaser’s sole responsibility, before bidding, to: 1) inspect the real property and the immediate surroundings, and to be satisfied as to their condition prior to bidding; 2) review all property information; 3) independently verify any information they deem important including information available in public records; and 4) inquire of public officials as to the applicability of and compliance with land use laws, zoning, building codes, health, sanitary, safety and fire codes, any environmental laws and regulations, and any other local, state or federal laws and regulations. Portions of the property may be located in a flood zone.
- B. All information contained in the brochure and all promotional materials, including, but not limited to, square footages, acreage, dimensions, zoning, maps, taxes, etc., was provided by the Seller and is believed to be correct; however, neither the Seller nor the Auction Company makes any guarantee or warranty as to the accuracy or completeness of such information. Neither the Seller nor the Auctioneer is required to update any information.
- C. Any work performed by a potential bidder or on behalf of a potential bidder is solely at the expense and responsibility of the potential bidder.

Purchaser and/or Purchaser’s Agent/Broker shall bear the responsibility to confirm all information relevant to the property and/or for verifying all acreage and square footage amounts through public records.

5. BIDDER REGISTRATION

- A. **Live/Onsite:** To register to bid at the auction, you must sign in at the registration table to obtain a bidder number. A certified or cashier’s check made payable to Target Auction Escrow Account in the amount of **\$10,000.00 is required to bid live (in person) on the 49± Acre House Parcel. This will also allow bidding on the “entirety” (both the 49± Acre House Parcel and the additional 45± Acre Parcel).** The bid/offer made by the Bidder on auction day shall be binding on the Bidder. The confirmed Bidder (the “Purchaser”) shall pay the required Earnest Money Deposit to Target Auction Escrow Account on auction day and shall execute and deliver a completed Contract for Sale and Purchase (the “Sales Contract”), together with all related Exhibits for such Property at the Auction. The fully-executed Sales Contract (together with all related Exhibits thereto) shall control all terms and conditions of the sale and constitute the entire agreement between Purchaser and Seller. In the event of any conflict between these Terms and Conditions of Sale and Terms and Conditions of such Sales Contract, the Terms and Conditions of the Sales Contract shall prevail. NO CHANGES TO THE TERMS OF THE SALES CONTRACT WILL BE PERMITTED. PURCHASER WILL BE REQUIRED TO ENTER INTO THE SALES CONTRACT “AS IS” ON AUCTION DAY.
- B. **Remote/Online:** To register for online bidding, the bidder must: (1) complete the required online registration found on the property’s page on www.targetauction.com, (2) wire the required funds to Target Auction Escrow Account, and (3) be approved by Target Auction Company. **The wired funds required for online bidding are: (1) \$25,000.00 to bid on the 49± Acre House Parcel. This will also allow bidding on the “entirety” (both the 49± Acre House Parcel and the additional 45± Acre Parcel) or (2) \$5,000.00 to bid only on the 45± Acre Parcel.** Wire Instructions available upon request. The bid/offer made by the Bidder on auction day shall be binding on the Bidder. The Winning Bidder (the “Purchaser”) shall pay and wire the required TEN PERCENT (10%) Earnest Money Deposit, based on Total Contract Price, to Target Auction Escrow Account by the end of next business day and shall execute and deliver to Target a completed Contract To Sell and Purchase (the “Contract”) on Auction Day, together with all related Exhibits for such Property. The fully executed Contract (together with all related Exhibits thereto) shall control all Terms and Conditions of Sale and constitute the entire agreement between Purchaser and Seller. In the event of any conflict between these Terms and Conditions of Sale and Terms and Conditions of such Contract, the Terms and Conditions of the Contract shall prevail.

NO CHANGES TO THE TERMS OF THE CONTRACT WILL BE PERMITTED. PURCHASER WILL BE REQUIRED TO ENTER INTO THE CONTRACT “AS IS” ON AUCTION DAY. **MaxBids** that are placed on the online bidding platform are private; however they can be seen by Auctioneer.

- C. Auctioneer reserves the right to bid on behalf of the Seller (on all reserve auctions) up to the reserve amount. Seller has the right to modify the reserve at any time.

6. CLOSING

- A. **Closing shall be scheduled on or before Monday, October 1st, 2018.** Target Auction Company shall deposit, in their Escrow Account, the down payment until closing of the property. Closing will take place at the office of Tally and Tally Attorneys located at 129 East Laurel Street, Scottsboro, Alabama 35771. Contact William Tally (256) 574-2546 wtally@scottsboro.org. Wire instructions will be provided. It is the Purchaser’s responsibility to schedule your closing. Deadline to close is on or before Monday, October 1st, 2018.
- B. The proceeds due from the Purchaser at closing shall be in U.S. cash, locally drawn bank, certified or cashier’s check or confirmed wire transfer.
- C. **Seller will pay:** Preparation of the Deed, preparation of the Title Commitment, Sellers documents, and prorated taxes.
- D. **Purchaser will be required to pay all other closing cost including but not limited to:** Recording fees, Attorney’s fees, Owners/Lenders Title Insurance Policy and Loan/Financing fees (if any), and Survey fees (if any), etc. All taxes will be prorated to the day of closing.
- E. If Purchaser is obtaining a loan to finance the property purchase, Purchaser agrees not to use any lender that restricts the selling agents fee, commission, or any expense money that is due Target Auction Co. It is the Purchaser’s responsibility to inquire in advance of loan application / commitment with lender about any fee restriction to Seller’s agent. This sale is not contingent upon Purchaser’s ability to obtain financing.

7. DEFAULT

It is agreed by all parties that in the event the Purchaser fails to close and pay his/her balance when due, Seller and Auction Company reserves 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 Earnest Money Deposit. 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 attorneys fee.

8. 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.

9. DISCLAIMER

- A. Personal on-site inspection of the property is recommended and bidders are advised to independently verify all information they deem important. This property is being sold “as is, where is” and “with all faults”. The seller, auctioneer, and/or auction company have not made, do not make and will not make, and hereby disclaim any representation or warranty, whether expressed or implied or statutory, whether oral or written, with respect to the property, including, without limitation, any warranty as to their value, condition, suitability, merchantability, marketability, operability, tenant ability, habitability, zoning or subdivision regulations, mineral rights, environmental condition, soil condition, sink holes or percolation, compliance with any building code, safety and health codes, or other governmental agency rules or regulations, or fitness for a particular use or purpose. No guarantees are given as to the availability of utilities or accesses or the permitted or allowable uses on the property.
- B. Neither the Seller, its Attorneys, any Broker, nor the Auction Company shall be liable for any relief including damages, rescission, reformation, allowance or adjustments based on the failure of the property, including, but not limited to, amount of square feet, acreage, zoning, and environmental or hazardous conditions to conform to any specific standard or expectation, or any third party documents or information.

10. EQUAL OPPORTUNITY CLAUSE

All bidding is open to the public. The Property is available to qualified Purchasers without regard to race, color, religion, sex, familial status, national origin, or physical handicap.

11. **AUCTIONEER’S NOTE**

- A. All decisions of the Auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding and any other matters that may arise before, during, or after the auction. Auctioneer reserves the right to deny any person admittance to the Auction or expel anyone from the Auction whom attempts to disrupt the Auction.
- B. All announcements made Auction Day supersede any prior oral or written statements. The Seller reserves the right to add to or delete all or a portion of the Property prior to commencement of the bidding, by gavel of Auctioneer, for that Lot or portion of the Property, before or at the Auction. Target Auction may at its discretion, change or modify any part of the sales contract or terms of sale at any time prior to contract without further notice to any bidder or buyer.

12. **LIABILITY**

ALL PERSONS WHO ATTEND THE SALE DO SO AT THEIR OWN RISK. NEITHER THE SELLERS AND/OR TARGET AUCTION COMPANY NOR ANY OTHER PERSON CONNECTED WITH THE SALE ASSUME ANY LIABILITY LEGAL OR OTHERWISE, FOR ANY ACCIDENTS, WHICH MAY OCCUR. TARGET AUCTION CO. IS ACTING AS SELLING AGENTS ONLY.

13. **COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Contract may be executed in counterparts, each of which is deemed an original and together constitute one document. Counterpart signature pages may be delivered by facsimile, email or other means of electronic transmission. Electronic Signatures and Facsimiles shall serve as valid authority for this document and all documents pertaining thereto.

By signing below, purchaser(s) and seller(s) acknowledge this ‘Exhibit A’ consists of four pages and have read and understand same and is made a part of the CONTRACT FOR SALE AND PURCHASE.

Executed by Purchaser(s) on August 30th, 2018

Executed by Seller on August 30th, 2018

Wall Revocable Trust c/o Carolyn Wall