



**2186 SYLVESTER HWY, SUITE 1
MOULTRIE, GEORGIA 31768**

CONTRACT FOR SALE OF REAL PROPERTY

State of Georgia
County of Worth

Property Address: 455 Hwy 82 NW, Poulan, GA

The undersigned Purchaser, _____, agrees to buy, and the undersigned Seller, agrees to sell with Weeks Auction Group, Inc., a licensed Real Estate broker, herein referred to as "Broker" acting as Seller's agent, all that tract or parcel of land and all fixtures therein as described in Exhibit "A" attached hereto and made a part of this Contract by reference (the "Property"). Time being of the essence, this sale shall be closed on or before Thursday, March 25, 2021.

The purchase price of said Property shall be _____ and NO/100 dollars (\$ _____) and is inclusive of the 10% Buyer's Premium (the "Purchase Price"). The Purchase Price shall be payable to the Seller in cash at Closing (as hereinafter defined) in immediately available funds. This Contract is not contingent upon Purchaser's ability to obtain financing of any kind.

Purchaser has paid to Weeks Auction Group, Inc., receipt of which is hereby acknowledged, \$ _____ (10% of Purchase Price) certified funds as earnest money to be applied towards the purchase price when the sale is consummated. As procuring cause of this Contract, Broker has rendered a valuable service for which reason Broker is made a party of this Contract to enable Broker to enforce Broker's commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission as provided in the auction listing contract when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure, or refusal to perform any of the Seller's covenants herein, then the Seller shall pay the full commission to Broker, and Broker, at the option of the Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of the Purchaser's covenants herein, Purchaser shall forthwith pay Broker the full commission; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission. The Seller may elect to accept the balance of the earnest money deposit as liquidated damages and full settlement of any claim for damages or the Seller may seek to enforce specific performance rights and obligations against the Purchaser under the terms of this Contract. In the event Purchaser fails to make deposit or deposits are not collectible, Purchaser shall be considered to have breached this agreement and Seller shall have the right to re-offer the Property for sale to others and to demand liquidated damages equal to the amount of the deposit or Seller may demand specific performance. The Purchaser in either event shall be liable for Broker's commission, attorney's fees and costs. Prior to disbursing earnest money pursuant to this Agreement, Broker shall give all parties fifteen (15) days written notice by certified mail (to each party's last known address), stating to whom the disbursement(s) will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker shall consider the objection and may do any or a combination of the following: (1) disburse the earnest money as indicated in the notice and so notify all parties; or (2) interplead the earnest money into a court of competent jurisdiction; or (3) hold the earnest money for a reasonable period of time to give the parties an opportunity to resolve the dispute. Broker shall be entitled to be reimbursed from any funds interpleaded for its costs and expenses, including reasonable attorneys' fees incurred in connection with the interpleaded action. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker or Escrow Deposit Holder (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this earnest money paragraph, and the parties indemnify Broker and Escrow Deposit Holder accordingly.

CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

Seller warrants that Seller presently owns fee simple title to said Property subject to the Permitted Encumbrances (as hereinafter defined). At Closing, Seller agrees to convey title to said property by Limit Warranty deed, as applicable, unless otherwise specified herein, subject only to (1) zoning ordinances affecting said Property; (2) easements, rights-of-way, covenants, restrictions, encumbrances and other matters of record, if any; (3) any easements, rights-of-way, cemeteries or other matters that would be disclosed by an accurate survey or inspection of the Property, (4) taxes for the current year and all subsequent years; and (5) leases, other easements, other restrictions and encumbrances specified in this Contract, if any (collectively, the "Permitted Encumbrances"). In the event leases are specified in this Contract, Purchaser agrees to assume Seller's responsibilities thereunder to the Tenant and to the Broker who negotiated such leases.

The Purchaser shall have 10 days after acceptance of this Contract to examine title of Property and in which to furnish Seller with a written statement of objections affecting the marketability of said title. The title herein required to be furnished by the Seller shall be good and marketable, and that marketability shall be determined in accordance with Applicable Law, as supplemented by the Title Standards of the State Bar of Association of the state in which the Property is located. Any defect in the title which does not impair marketability pursuant to said Title Standards, shall not constitute a valid objection on the part of the Purchaser; provided that the Seller furnishes any affidavits or other documents, if any, required by the applicable Title Standard to cure such defect. In the event curative work in connection with the title is required, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completion of necessary curative work but in no event shall such extension exceed 120 days from original closing deadline. If title is not marketable at expiration of said period, Purchaser shall have the option of (1) Accepting the title as is, or (2) Demanding a refund of the deposit and this Contract shall be null and void.

Should the Property be destroyed or substantially damaged as a result of a fire, storm or other casualty before the Closing Date, Seller shall immediately notify the Purchaser or Broker, after which the Purchaser may declare this Contract null and void and receive a refund of the earnest money deposited. In the event Purchaser elects not to void this Contract pursuant to this paragraph, then within five (5) calendar days after Seller receives notification of the amount of the insurance proceeds which Seller will receive as a result of said casualty, if any, Seller shall notify Purchaser of the amount of insurance proceeds and the Seller's intent to repair or not to repair said damage. Within five (5) calendar days of Seller's notification, Purchaser may (A) declare this Contract null and void and receive a refund of the earnest money deposited, or (B) proceed to Closing and receive such insurance proceeds as are paid to Seller on the loss resulting from said casualty if Seller has elected not to repair said damage.

Purchaser's earnest money deposit shall not be deposited in Broker's escrow account until such time as this Contract is accepted by all parties.

Neither Seller nor Broker make, nor have made, any warranties or representations as to the status of any oil, gas, or mineral rights pertaining to the Property. The Seller agrees to convey all its interest in any such oil, gas, or mineral rights, if any, to the Purchaser at closing. The conveyance of the Property shall be subject to any prior reservation or sale of such oil, gas, and mineral rights, if any.

Neither Seller nor Broker make, nor have made, any warranties or representations to Purchaser with respect to (i) the existence or nonexistence of any pollutants, contaminants or hazardous waste upon the Property prohibited by federal, state or local law or (ii) the existence or nonexistence of any claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from, under, onto, or into the Property. Purchaser shall rely upon Purchaser's own environmental audit or examination of the Property, to determine such issues and acknowledges that no representations and warranties have been made by Seller or Broker with regard to such matters. PURCHASER WAIVES AND RELEASES SELLER FROM AND AGREES TO ASSUME ANY PRESENT OR FUTURE CLAIMS ARISING FROM OR RELATING TO THE PRESENCE OR ALLEGED PRESENCE OF HARMFUL OR TOXIC SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER OR ON ACCOUNT OF (I) THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, AND SIMILAR STATE STATUTES, AND ANY REGULATIONS PROMULGATED THEREUNDER, (II) ANY OTHER FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION, NOW OR HEREAFTER IN EFFECT, THAT DEALS WITH OR OTHERWISE IN ANY MANNER RELATES TO, ENVIRONMENTAL MATTERS OF ANY KIND, OR (III) THIS CONTRACT OR THE COMMON LAW. THE TERMS AND PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING HEREUNDER.

Purchaser acknowledges that Purchaser has inspected the Property or has had the opportunity to do so and chose not to inspect the Property. Purchaser is relying solely on his own inspection and judgment and not on any representations, warranties or guaranties made by Seller or Broker in purchasing the Property. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation to make repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser. The provisions of this paragraph shall survive closing.

CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

Purchaser and Seller acknowledge and agree that the only Broker involved in the transaction contemplated herein as Seller's agent is Weeks Auction Group, Inc. Broker has acted as agent for the Seller in the transaction contemplated herein as disclosed in Exhibit "C" attached hereto. Broker has not acted as agent for the Purchaser.

This Contract shall not be transferred or assigned without the written consent of all parties to this Contract and any permitted assignee shall fulfill all the terms and conditions of this Contract.

Notwithstanding anything contained herein to the contrary, Seller's responsibility in connection with the Property shall cease at Closing, and Closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing.

Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits, and statements as are required at the Closing in order to meet the requirements of Internal Revenue Code Section 1445.

Except as may otherwise be provided for in this Contract, all notices or demands required or permitted hereunder shall be delivered either (A) in person; (B) by overnight delivery service prepaid; (C) by facsimile (FAX) transmission; or by (D) the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Seller.

Seller and Purchaser hereby instruct the closing attorney to: (A) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code 1445; (B) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction, and comply with any other reporting requirements related thereto, and (C) unless otherwise provided herein, apply earnest money as a credit toward Broker's commission with any excess being paid to Seller at Closing.

This Contract is inclusive of the special conditions of sale contained in Exhibit "B" attached hereto and made a part of this Contract by reference. If special stipulations are in conflict with prior printed context of this Contract, then the special stipulations will govern this Contract.

This Contract and the Exclusive Auction Listing Contract between Broker and Seller constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

This contract may be executed without modification in counterparts by the undersigned parties via electronic (scanned) or facsimile signature and, when assembled, shall constitute a single binding agreement.

For all purposes in this Contract, an electronic signature or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Contract with original signatures if requested to do so by any other party to this Contract.

[Intentionally Left Blank]

[Signatures on the Following Page]

CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

The foregoing offer is ACCEPTED by the Seller on _____.

PURCHASER:

PURCHASER:

Print Name: _____
Title: _____
Date: _____
Address: _____

Telephone #: _____
Facsimile #: _____
E-mail Address: _____

Print Name: _____
Title: _____
Date: _____
Address: _____

Telephone #: _____
Facsimile #: _____
E-mail Address: _____

SELLER: Futrill Auto Parts, Inc.

SELLER: Futrill Auto Parts, Inc.

Futrill Auto Parts, Inc.

Futrill Auto Parts, Inc.

a Georgia Corporation

a Georgia Corporation

Signed: _____

Signed: _____

Roger W. Futrill

Lauren Williamson, Conservator for R.L. Futrill

Title: _____

Title: _____

Address: _____

Address: _____

Telephone #: _____

Telephone #: _____

Facsimile #: _____

Facsimile #: _____

E-mail Address: _____

E-mail Address: _____

SELLER: Roger W. Futrill

SELLER: R.L. Futrill

Signed: _____

Signed: _____

Roger W. Futrill

Lauren Williamson, Conservator for R.L. Futrill

Address: _____

Address: _____

Telephone #: _____

Telephone #: _____

Facsimile #: _____

Facsimile #: _____

E-mail Address: _____

E-mail Address: _____

CONTRACT FOR SALE OF REAL PROPERTY

Seller('s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

SELLER: Estate of Willie Maude Futrill

Signed: _____

Title: _____

Address: _____

Telephone #: _____

Facsimile #: _____

E-mail Address: _____

SELLER: Estate of Wayne Futrill

Signed: _____

Title: _____

Address: _____

Telephone #: _____

Facsimile #: _____

E-mail Address: _____

SELLER: Robin Futrill Allen

Signed: _____

Robin Futrill Allen

Address: _____

Telephone #: _____

Facsimile #: _____

E-mail Address: _____

ACKNOWLEDGEMENT OF RECEIPT OF EARNEST MONEY

BY BROKER OR BROKER'S AFFILIATED LICENSEE:

Weeks Auction Group, Inc. [GA R.E. Lic. #75323]

By: _____

As its: _____ GA R.E. Lic. # _____

Date: _____

Exhibit "A"

Legal Description

Tax Parcel Number 0082007100A

Property Description: 455 US Hwy 82 NW, Poulan, Worth County, GA

All that tract or parcel of land lying and being in Land Lot Number Three Hundred and Thirty-Six (336) in the 7th Land District of Worth County, Georgia, containing forty-nine (49) acres, more or less, and further described as follows: Begin on the south boundary line of right-of-way of U.S. Highway 82, at a point six hundred and seven (607) feet North 47 degrees West from original east line of said land lot which beginning point is also the intersection of west boundary line of Weed Street with the south boundary line of said highway, thence running along south boundary line of said right-of-way of Highway No. 82 North 47 degrees West twenty-three hundred and thirteen (2313) feet to north corner of land of White; thence running along east boundary line of said White tract South 2 degrees East five hundred fifty-one (551) feet to southeast corner of said White tract; thence running along south line of said White tract North 87 ½ degrees East five hundred and ninety (590) feet to old Poulan Highway; thence running along east boundary line of said old Poulan Highway South 10 degrees East five hundred ninety-three (593) feet; thence running south 64 degrees East along line of old Herrington land to Weed Street; and thence running along west boundary line of Weed Street North 26 degrees East to Highway No. 82, at starting point.

EXCEPTED THEREFROM: One (1) acre, more or less, of above described tract previously conveyed to Jim Walter Corporation, as shown by deed recorded in Deed Book 121, Page 239, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Mid-State Homes, Inc., as shown by deed recorded in Deed Book 124, Page 90, Worth County records.

ALSO EXCEPTED THEREFROM: Seven and eight-tenths (7.8) acres, more or less, of above described tract previously conveyed to Earl C. Fletcher, as shown by deed recorded in Deed Book 128, Page 102, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to William Hardy Jones, as shown by deed recorded in Deed Book 123, Page 87, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to William Lewis, as shown by deed recorded in Deed Book 129, Page 257, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to James Winston Martin, et. al., as shown by deed recorded in Deed Book 136, Page 221, Worth County records.

ALSO EXCEPTED THEREFROM: One (1) acre, more or less, of above described tract previously conveyed to Mid-State Homes, Inc., as shown by deed recorded in Deed Book 141, Page 305, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Curtis Eunice, et. al., as shown by deed recorded in Deed Book 142, Page 62, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Curtis Eunice, et. al., as shown by deed recorded in Deed Book 180, Page 96, Worth County records.

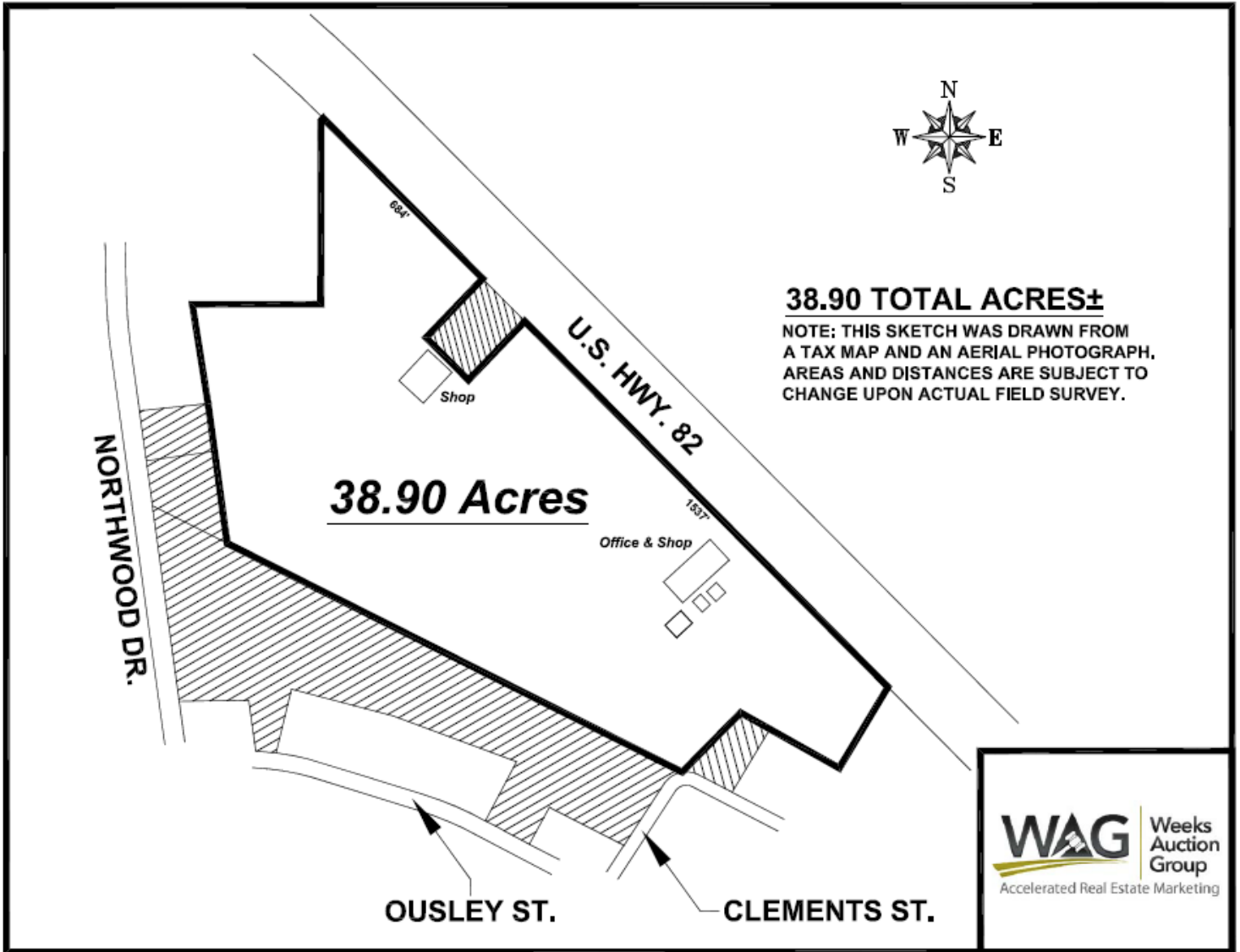
TOGETHER WITH ALL IMPROVEMENTS THEREON.

CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

Exhibit "A2"

Engineer's Sketch



CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

Exhibit "B"

Special Stipulations

1. This sale will be closed by Bo Plowden of Watson Spence, LLP at 320 W Residence Ave, Albany, GA 31701, (229) 436-1559. The closing attorney will charge the purchaser a closing fee of \$650.00 per cash transaction and \$950.00 per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
3. The 2021 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
4. The Purchaser has read this Contract for Sale of Real Property and acknowledges and affirms that Purchaser understands the terms and conditions of this Contract for Sale of Real Property. Purchaser understands and affirms that the Seller is selling the Property and the Purchaser is purchasing the Property "AS IS" and "WHERE IS" without any warranty of any type or description, either expressed or implied, except as to the warranty of the title set forth in this Contract for Sale of Real Property. Further, as set forth in this Contract for Sale of Real Property, Seller nor Broker make or have made any warranties or representations of any type or description as to any environmental matters related to the Property.
5. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.
6. This contract excludes all personal property located on the property.
7. This property is being conveyed by Limited Warranty Deed.
8. Possession of the property will be granted at closing subject to removal of the personal property.
9. The purchaser hereby acknowledges the electrical service providing electricity to the 12,500 sq. ft. building is not located on the property
10. In the event the real estate sells separately from the business inventory, the purchaser of the real estate will grant the purchaser(s) of the business inventory a Temporary Access License for the removal of the business inventory for a 6-month period from the date of auction to be executed at closing. A copy of the Temporary Access License Agreement is attached to and made a part of this contract as Exhibit "D".
11. In the event the purchaser(s) of the real estate wish to continue operating the real estate as a junk yard, purchaser(s) hereby acknowledge that they must comply the City of Poulan's Ordinances as they relate to Junkyards.

CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials _____; Auctioneer/Broker's initials _____; Purchaser(s) initials: _____

Exhibit "C"

AGENCY / TRANSACTION BROKER

This Exhibit sets forth the relationship of the Broker(s) to Purchaser and Seller for the purchase and sale of real property located at 455 US Hwy 82 NW, Poulan, Worth County, GA with an Offer Date of February 23, 2021.

BROKERAGE AND AGENCY

Seller and Purchaser acknowledge that if they have entered into a client relationship with a Broker, that Broker has disclosed on a prior basis (1) the types of brokerage relationships offered by the Broker, (2) any other brokerage relationship which would conflict with the client's interest, and (3) the compensation of Broker and whether commissions would be shared with other Brokers.

Seller and Purchaser agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses and/or liabilities arising out of or related to the purchase and sale of the real property listed above, except those arising from Broker's intentional wrongful acts. No Broker shall owe any duty to Purchaser or Seller greater than is set forth in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq.

In this Exhibit, the term "Broker" shall mean a licensed Georgia real estate broker and the broker's affiliated licensees.

The relationship of the listing Broker and the selling Broker to the Purchaser and Seller is as specified below. Only the part of this Exhibit that is selected is part of the Offer for the purchase and sale of the real property listed above:

Listing Broker: {Select A or B below. The section not marked shall not be part of this Exhibit}

- X A. SELLER AGENCY: Listing Broker has entered into a client relationship with Seller.
B. DUAL AGENCY: Listing Broker has entered into a client relationship with Purchaser and Seller.

Selling Broker: {Select A, B, C, D, or E below. The section not marked shall not be a part of this Exhibit}

- A. PURCHASER AGENCY: Selling Broker has entered into a client relationship with Purchaser
B. DUAL AGENCY: Selling Broker has entered into a client relationship with Purchaser and Seller.
X C. SELLER AGENCY: Selling Broker has entered into a client relationship with Seller.
D. TRANSACTION BROKERAGE: Selling Broker has not entered into a client relationship with Purchaser or Seller.
E. SELLER SUBAGENCY: Listing Broker has entered into a client relationship with Seller and has appointed Selling Broker asit subagent.

If dual agency or transaction brokerage is selected above, the applicable disclosure below is incorporated herein. Otherwise, the disclosure(s) is not a part of this Exhibit.

Dual Agency Disclosure

Seller and Purchaser are aware of Broker's dual agency role and have determined that the benefits of Broker's role outweigh the detriments. Seller and purchaser have been advised (1) that in this transaction the Broker has acted as a dual agent, (2) that the Broker represents two clients whose interests may be different or adverse, (3) that as a dual agent, Broker may not disclose information made confidential by request of either client unless it is allowed or required to be disclosed and (4) that the clients do not have to consent to dual agency. The clients referenced above have voluntarily consented to dual agency and have read and understood their brokerage engagement agreements. The Broker and/or affiliated licensees have no material relationship with either client except as follows: A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Affiliated Licensee Assignment: The Broker has assigned (Selling Licensee) to work with Purchaser and (Listing Licensee) to work with Seller. Each shall be deemed to act for and represent exclusively the party to whom each has been assigned.

Transaction Brokerage Disclosure

Seller and Purchaser are aware that if they are not represented by a Broker they are each solely responsible for protecting their own interests. Seller and Purchaser acknowledge that the Broker may perform ministerial acts for either party as a Transaction Broker.

Selling Broker's Initials (or Broker's Affiliated Licensee) Purchaser's Initials: /

Listing Broker's Initials (or Broker's Affiliated Licensee) Seller's Initials: /

CONTRACT FOR SALE OF REAL PROPERTY

Seller(s) initials ; Auctioneer/Broker's initials ; Purchaser(s) initials:

Exhibit "D"

TEMPORARY ACCESS LICENSE AGREEMENT

THIS TEMPORARY ACCESS LICENSE AGREEMENT (this "Agreement") is entered into as of _____, 2021 (the "Effective Date"), by and between _____, a _____ ("Licensor"), and _____, A _____ ("Licensee"), sometimes referred to herein collectively as "Parties", and individually as a "Party".

RECITALS

A. Licensor owns certain real property located in Worth County, Georgia, more particularly depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Licensor Property").

B. Licensee desires to obtain from Licensor a temporary license (the "License") on, over, and across a portion of the Licensor Property, as more particularly depicted on Exhibit A (the "License Area"), to remove the following personal property: (i) _____, (ii) _____, (iii) _____, (iv) _____, (v) _____, and (vi) _____ (the "Intended Purpose").

C. Licensor is willing to grant the License to Licensee, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. Basic Terms.

1.1	Licensor Property	Address: _____ County: Worth State: Georgia Legal Description: Exhibit "A": _____									
1.2	Type of Access	<input checked="" type="checkbox"/> Vehicular <input checked="" type="checkbox"/> Pedestrian <input type="checkbox"/> Other:									
1.3	Term	The period of time commencing on the Effective Date and ending one hundred eighty (180) days thereafter, unless earlier terminated as provided herein.									
1.4	Insurance Requirements	<table border="1"> <thead> <tr> <th data-bbox="617 1709 1011 1738">Class of Insurance</th> <th data-bbox="1011 1709 1414 1738">Required Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="617 1738 1011 1797">Commercial General Liability</td> <td data-bbox="1011 1738 1414 1797">\$2,000,000 per occurrence and \$2,000,000 aggregate</td> </tr> <tr> <td data-bbox="617 1797 1011 1827">Commercial Automotive Liability</td> <td data-bbox="1011 1797 1414 1827">\$1,000,000</td> </tr> <tr> <td data-bbox="617 1827 1011 1906">Worker's Compensation and Employer's Liability Insurance</td> <td data-bbox="1011 1827 1414 1906">Workers' Compensation as required by applicable law; Employer's Liability of at least</td> </tr> </tbody> </table>	Class of Insurance	Required Amount	Commercial General Liability	\$2,000,000 per occurrence and \$2,000,000 aggregate	Commercial Automotive Liability	\$1,000,000	Worker's Compensation and Employer's Liability Insurance	Workers' Compensation as required by applicable law; Employer's Liability of at least	
Class of Insurance	Required Amount										
Commercial General Liability	\$2,000,000 per occurrence and \$2,000,000 aggregate										
Commercial Automotive Liability	\$1,000,000										
Worker's Compensation and Employer's Liability Insurance	Workers' Compensation as required by applicable law; Employer's Liability of at least										

			\$1,000,000
1.5	Licensor Notice Address	_____ Attn: _____ _____ _____ Tel: _____	
1.6	Licensee Notice Address	_____ Attn: _____ _____ _____ Tel: () ____ - ____	
1.7	Additional Provisions	The following additional provisions apply to this Agreement:	

2. Temporary License.

2.1. Issuance of License. Licensor hereby grants to Licensee, without warranty, a non-exclusive, temporary, revocable license on, over, and across the License Area for the type of access indicated in Section 1.2 and the Intended Purpose (collectively, the "License Activities").

2.2. Term. Unless otherwise specifically agreed to by Licensor and Licensee, the License granted by this Agreement shall commence on the Effective Date and continue thereafter until the earlier to occur of (i) the expiration date indicated in Section 1.3, (ii) written notice of termination by Licensor, or (iii) completion of the Intended Purpose (the "Term").

3. Access. Licensee and its agents, servants, employees, consultants, contractors, and subcontractors (collectively, "Licensee's Agents") shall have the right to enter upon the License Area for the limited purposes permitted by this Agreement. Licensee and Licensee's Agents shall enter upon the License Area at their sole risk and hazard. Licensee and Licensee's Agents shall use the least intrusive means possible to access the License Area from the Licensor Property, including, without limitation, the use of existing roadways and such other means as directed by Licensor in its sole and absolute discretion from time to time. Licensee, and its permitted successors and assigns, hereby release Licensor from any claims relating to the condition of the License Area and Licensor Property and the entry upon the License Area and Licensor Property by Licensee and Licensee's Agents.

4. Reservation by Licensor. Licensor hereby reserves the right to use the License Area for any use not inconsistent with Licensee's permitted use of the License Area. In addition, Licensor expressly reserves the right to grant or issue to others the right to use all or any portion of the License Area. Without limiting the foregoing, Licensor reserves the right to require the relocation of the License Area at any time, or from time to time, at Licensor's cost and expense. If the License Area is relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the License in its previous location and to grant the License in the new location.

5. Condition of the License Area and Licensor Property. Licensee accepts the License Area, Licensor Property, and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including, without limitation, both latent and patent defects, and the existence of hazardous materials, if any. Licensee hereby waives all warranties, express or implied, regarding the title, condition, and use of the License Area and Licensor Property, including, without limitation, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the License Area is granted to Licensee subject to: (i) any state of facts which an accurate ALTA/ASCM survey and physical inspection of the License Area might show; (ii) all zoning regulations, restrictions, rules, and ordinances, building restrictions, and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, licenses, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other licenses or rights of others related to its use and improvement of the License Area.

6. Maintenance and Restoration.

6.1. General Maintenance and Restoration. Licensee shall promptly repair any damage to the Licensor Property and Licensor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee's Agents, and shall restore Licensor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto the Licensor Property by Licensee and Licensee's Agents.

6.2. Damage Fees. Licensee shall reimburse Licensor for any losses (including, without limitation, lost profits) and loss of rental income, or other loss or damage that results from Licensee's or Licensee's Agents': (i) entry onto or presence upon the Licensor Property; and (ii) failure to comply with any of the terms or conditions of this Agreement.

6.3. Security. To ensure the security of the Licensor Property, Licensee shall obtain a lock or locks approved by Licensor, use them to lock the access gate(s) used to access the Licensor Property (the "Gate(s)"), and provide a key to the lock(s) to Licensor. The Gates shall remain locked at all times when Licensee is not actively accessing the Licensor Property, and in all instances, Licensee shall ensure the Gates are locked by 5:00 pm each day. Further, Licensee agrees that it shall immediately close and securely fasten gaps in fences which are opened by Licensee. No new gates or gaps will be made in any fence without the prior written consent of Licensor. Further, Licensee shall not cut or damage any fence located on the Licensor Property without first obtaining Licensor's prior written consent. If Licensor consents to a fence being cut or damaged, Licensee shall "H" brace each side of the fence to secure the wire so that when the fence is cut, the remainder of the fence shall not slacken or sag. All fences which are cut or damaged by Licensee shall be promptly replaced by Licensee with fencing of the same or better condition existing before the cutting or damage by Licensee. Except as last stated, Licensee shall in no way tamper with, alter, or modify any of Licensor's fences or devices without the prior written consent of Licensor. In addition, Licensee acknowledges and agrees that hunting, fishing, and recreational camping are strictly prohibited on the Licensor Property. Licensee shall not take, remove, kill, or otherwise molest any livestock or wildlife on the Licensor Property or Licensor's other real property. Licensee covenants that it will save Licensor harmless from any damage caused by Licensee and Licensee's Agents to such livestock or wildlife and to promptly notify and reimburse Licensor for any such damage. Licensee shall at no time have dogs or firearms on the Licensor Property or Licensor's other real property. Licensee shall at no time cause any fires to be set on the Licensor Property or Licensor's other real property.

7. Hazardous Substances. Except for motor fuels used by vehicles and equipment, Licensee agrees not to transport, generate, store, dispose of, release, or use any Hazardous Substances on the Licensor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the Licensor Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

8. Liens. Licensee shall keep the Licensor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for, or under Licensee, and shall indemnify, hold harmless, and agree to defend Licensor from any liens that may be placed on the Licensor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents. Any such liens shall be released of record within thirty (30) days.

9. Insurance. Licensee shall maintain in full force and effect the insurance policies and coverages set forth in Section 1.4. Additionally, Licensee will ensure that prior to entering onto the License Area or the Licensor Property, all of Licensee's Agents and other such parties who make use of the License Area are either covered under the terms of Licensee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Licensor the same protections. Licensee agrees to obtain and maintain the following insurance coverages and policies:

9.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in, or about the License Area, Licensor Property, and the ways immediately adjoining the License Area and Licensor Property, with a "Combined Single Limit" covering personal injury liability, bodily injury liability, and property damage liability in the amount set forth in Section 1.4. Licensor and its partners, subsidiaries, and affiliates and Weeks Auction Group, Inc must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage, non-contributory, and shall apply specifically to the License Area, Licensor Property, and adjacent areas.

9.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers' Liability Insurance in the amount set forth in Section 1.4.

9.3. Automobile Insurance. Automobile Liability Insurance in the amount set forth in Section 1.4, Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4. Waiver. Licensee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions, or causes of action against Licensor for any loss or damage with respect to Licensee's property, including, without limitation, rights, claims, actions, and causes of action based on negligence, which loss or damage is, or would have been, had the insurance required by this Agreement been carried, covered by insurance.

9.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Licensee under this Agreement or otherwise, shall be limited to the amount of the insurance Licensee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Licensor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Licensee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Licensor, shall be delivered to Licensor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Licensor hereunder or negate the requirements of this Agreement.

10. Compliance with Laws. Licensee shall comply with all present and future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, land use, and Hazardous Waste Laws (collectively "Law(s)").

11. Indemnification. Licensee shall indemnify, defend with counsel of Licensor's choice, and hold Licensor and its employees, officers, directors, shareholders, owners, divisions, subsidiaries, partners, members, managers, and affiliated companies and entities and its and their employees, officers, directors, shareholders,

owners, divisions, subsidiaries, partners, members, managers, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, without limitation, reasonable attorney fees and costs) of any kind or character to any person or property, including, without limitation, the property of the Indemnitees (collectively, the "Claims" or a "Claim"), from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising from or relating to (i) any use of the License Area, Licensor Property, and/or adjacent areas by Licensee or Licensee's Agents; (ii) any act or omission of Licensee or any of Licensee's Agents; (iii) any bodily injury, property damage, accident, fire, or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License Area, Licensor Property, and/or adjacent areas; (iv) any violation or alleged violation by Licensee or Licensee's Agents of any Law; (v) any failure of Licensee to maintain the License Area and/or Licensor Property in a safe condition; (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License Area, Licensor Property, and/or adjacent areas; (vii) any breach by Licensee of its obligations under this Agreement; and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee from the License Area, Licensor Property, or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

12. Attorney Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including, without limitation, fees and costs incurred upon appeal or in bankruptcy court.

13. Notices. All notices referred to in this Agreement shall be sent to the respective parties at the addresses stated below. Any notice required or desired to be given under this Agreement shall be deemed given: (i) when delivered in person to the recipient named below; (ii) three (3) business days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended; or (iii) one (1) business day after deposit with a nationally recognized overnight courier. All notices shall be given at the addresses indicated in Sections 1.5 and 1.6. Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

14. Default by Licensee. If Licensee has defaulted or is in default or breach of any of its obligations stated herein, Licensor, at its option, may take any or all of the following actions without limitation: (i) pursue any remedy available at law or in equity; (ii) pursue the remedy of specific performance or injunction; (iii) seek declaratory relief; (iv) pursue an action for damages for loss; and/or (v) terminate this Agreement and the License.

15. No Public Use/Dedication. The Licensor Property is and shall at all times remain the private property of Licensor. The use of the Licensor Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its permitted successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Licensor Property beyond the express terms and conditions of this Agreement.

16. No Third-Party Beneficiaries. In assuming and performing the obligations of this Agreement, Licensor and Licensee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either Party to create or establish third-party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Licensor and Licensee expressly disclaim any such third-party benefit.

17. Authorization. Each individual executing this Agreement represents and warrants that she/he has been duly authorized by appropriate action of the governing body of the Party for which she/he signs to execute and deliver this Agreement in the capacity and for the entity set forth where she/he signs and that as a result of her/his signature, this Agreement shall be binding upon the Party for which she/he signs.

18. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the state in which the Licensor Property is located. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. Licensee shall not sell, assign, transfer, subcontract, or delegate any rights or obligations under this Agreement without the prior written consent of Licensor, which consent Seller may grant or withhold in its sole and absolute discretion. Licensor may freely assign this Agreement without the consent of Licensee. The terms and conditions of this Agreement shall be binding upon the permitted successors and assigns of the Parties. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect; provided, however, that in the event the invalidity or unenforceability of any provision of this Agreement has a material adverse effect on either Party, the adversely effected Party will have the right to terminate this Agreement immediately, without any further liability or obligation. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Licensee covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Licensee shall execute and deliver any further legal instruments and perform any acts that are, or may become, necessary to effectuate the purposes of this Agreement. Licensee shall not record this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

LICENSOR:

LICENSEE:

A _____

A _____

_____ (SEAL)

_____ (SEAL)

Name: _____

Name: _____

As Its: _____

As Its: _____

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

EXHIBIT A

Tax Parcel Number 0082007100A

Property Description: 455 US Hwy 82 NW, Poulan, Worth County, GA

All that tract or parcel of land lying and being in Land Lot Number Three Hundred and Thirty-Six (336) in the 7th Land District of Worth County, Georgia, containing forty-nine (49) acres, more or less, and further described as follows: Begin on the south boundary line of right-of-way of U.S. Highway 82, at a point six hundred and seven (607) feet North 47 degrees West from original east line of said land lot which beginning point is also the intersection of west boundary line of Weed Street with the south boundary line of said highway, thence running along south boundary line of said right-of-way of Highway No. 82 North 47 degrees West twenty-three hundred and thirteen (2313) feet to north corner of land of White; thence running along east boundary line of said White tract South 2 degrees East five hundred fifty-one (551) feet to southeast corner of said White tract; thence running along south line of said White tract North 87 ½ degrees East five hundred and ninety (590) feet to old Poulan Highway; thence running along east boundary line of said old Poulan Highway South 10 degrees East five hundred ninety-three (593) feet; thence running south 64 degrees East along line of old Herrington land to Weed Street; and thence running along west boundary line of Weed Street North 26 degrees East to Highway No. 82, at starting point.

EXCEPTED THEREFROM: One (1) acre, more or less, of above described tract previously conveyed to Jim Walter Corporation, as shown by deed recorded in Deed Book 121, Page 239, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Mid-State Homes, Inc., as shown by deed recorded in Deed Book 124, Page 90, Worth County records.

ALSO EXCEPTED THEREFROM: Seven and eight-tenths (7.8) acres, more or less, of above described tract previously conveyed to Earl C. Fletcher, as shown by deed recorded in Deed Book 128, Page 102, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to William Hardy Jones, as shown by deed recorded in Deed Book 123, Page 87, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to William Lewis, as shown by deed recorded in Deed Book 129, Page 257, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to James Winston Martin, et. al., as shown by deed recorded in Deed Book 136, Page 221, Worth County records.

ALSO EXCEPTED THEREFROM: One (1) acre, more or less, of above described tract previously conveyed to Mid-State Homes, Inc., as shown by deed recorded in Deed Book 141, Page 305, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Curtis Eunice, et. al., as shown by deed recorded in Deed Book 142, Page 62, Worth County records.

ALSO EXCEPTED THEREFROM: One-half (½) acre, more or less, of above described tract previously conveyed to Curtis Eunice, et. al., as shown by deed recorded in Deed Book 180, Page 96, Worth County records.

TOGETHER WITH ALL IMPROVEMENTS THEREON.

Exhibit "A2"

