

Bulloch County, Georgia Real Estate

AUCTION

Bidding Ends: March 14

PROPERTY INFORMATION BOOKLET



THE RILEY FINCH PLACE

89[±] Acres | Home | 2 Tracts

4324 Rocky Ford Road, Portal, GA



478.455.1861

www.SouthAuction.com



COVER LETTER



South Auction & Realty
338 E Main Street, Swainsboro, GA
478-419-1002

We are proud to offer the "The Riley Finch Place". This farm is 89+/- acres with an old home-site on the front and a 15 acre pond on the back side. It is ideally located 8/10ths of a mile off of HWY 25 and 10 miles from the Statesboro Bypass.

We will offer this property in two parcels, the home-site with 10 acres and 79 acres of cultivated land with the pond. You will have the opportunity to bid on the parcels separately or as a whole.

"The Riley Finch place" would be an ideal place for a home-site or to add to an existing farming operation. It could be planted in long leaf pines and make an outstanding recreational property in just a few short years and have the added revenue of pine straw.

This is a unique opportunity to purchase land in Bulloch County at auction and bid your price! This auction will end on March 14th at noon. You can see more at www.southauction.com

Sincerely,

Joe Lanier 912-531-7007 Joe@southauctiongroup.com



AUCTION TEAM

Rusty Lane - President

rusty@southauctiongroup.com | 478-455-1861

Joe Lanier - Auction Manager

joe@southauctiongroup.com | 912-531-7007

Brent Stephens - Auction Manager

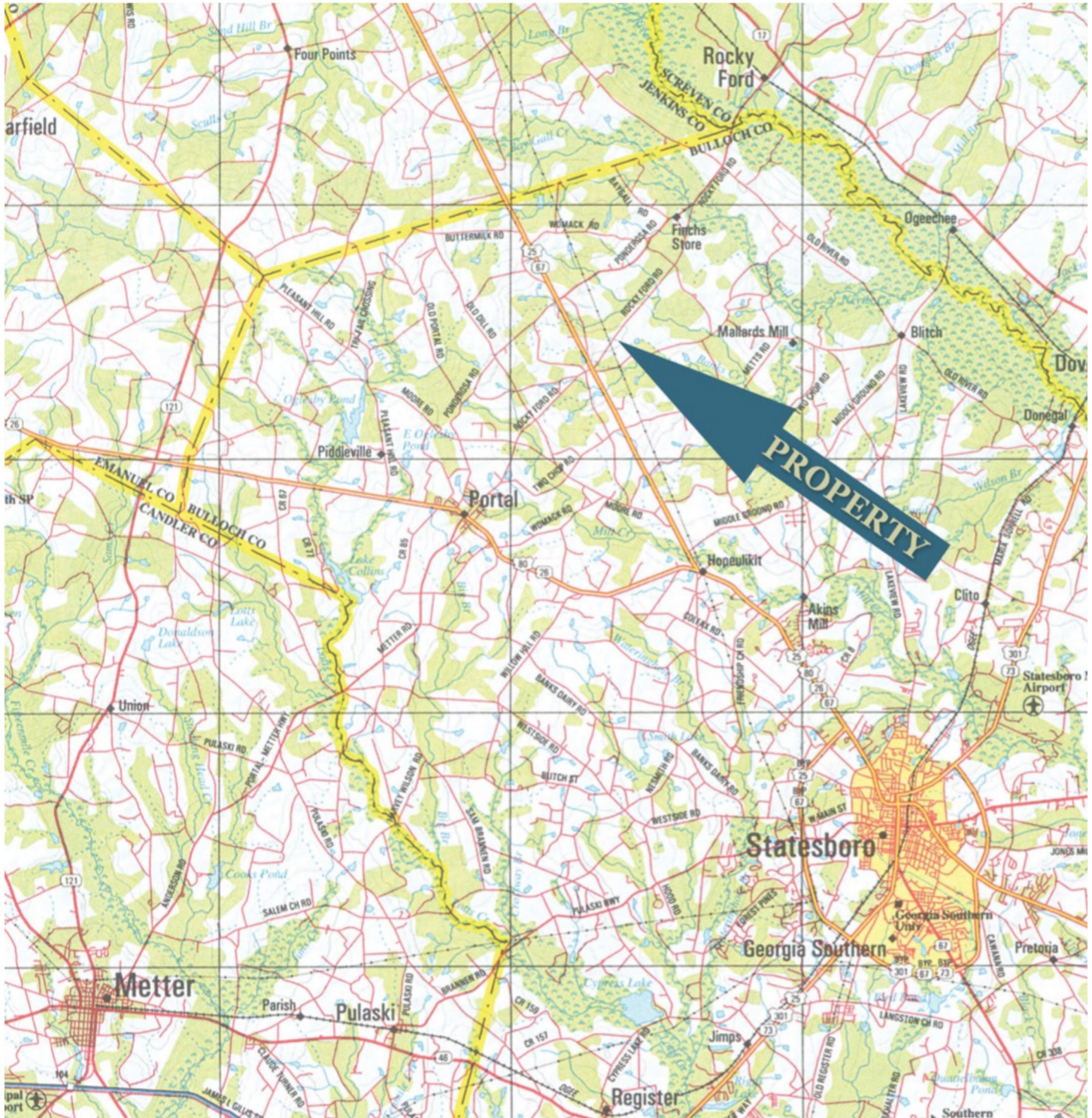
brent@southauctiongroup.com | 706-442-5513

Alex Grovenstein - Auction Manager

alex@southauctiongroup.com | 912-657-1831



RILEY FINCH PLACE LOCATION MAP



PROPERTY PHOTOS





PROPERTY PHOTOS



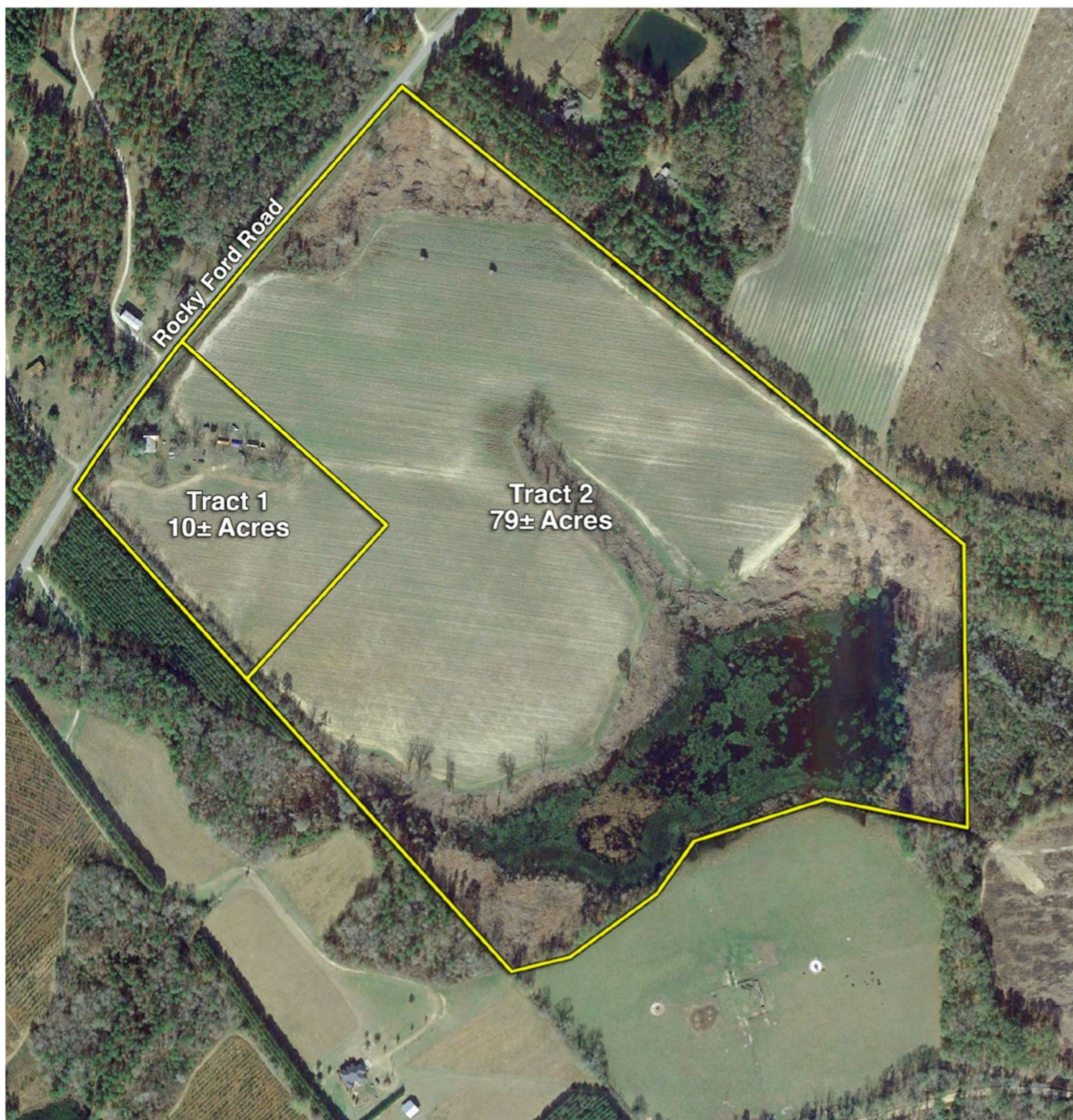
THE RILEY FINCH PLACE | 89±Acres | Home | 2 Tracts

PROPERTY PHOTOS

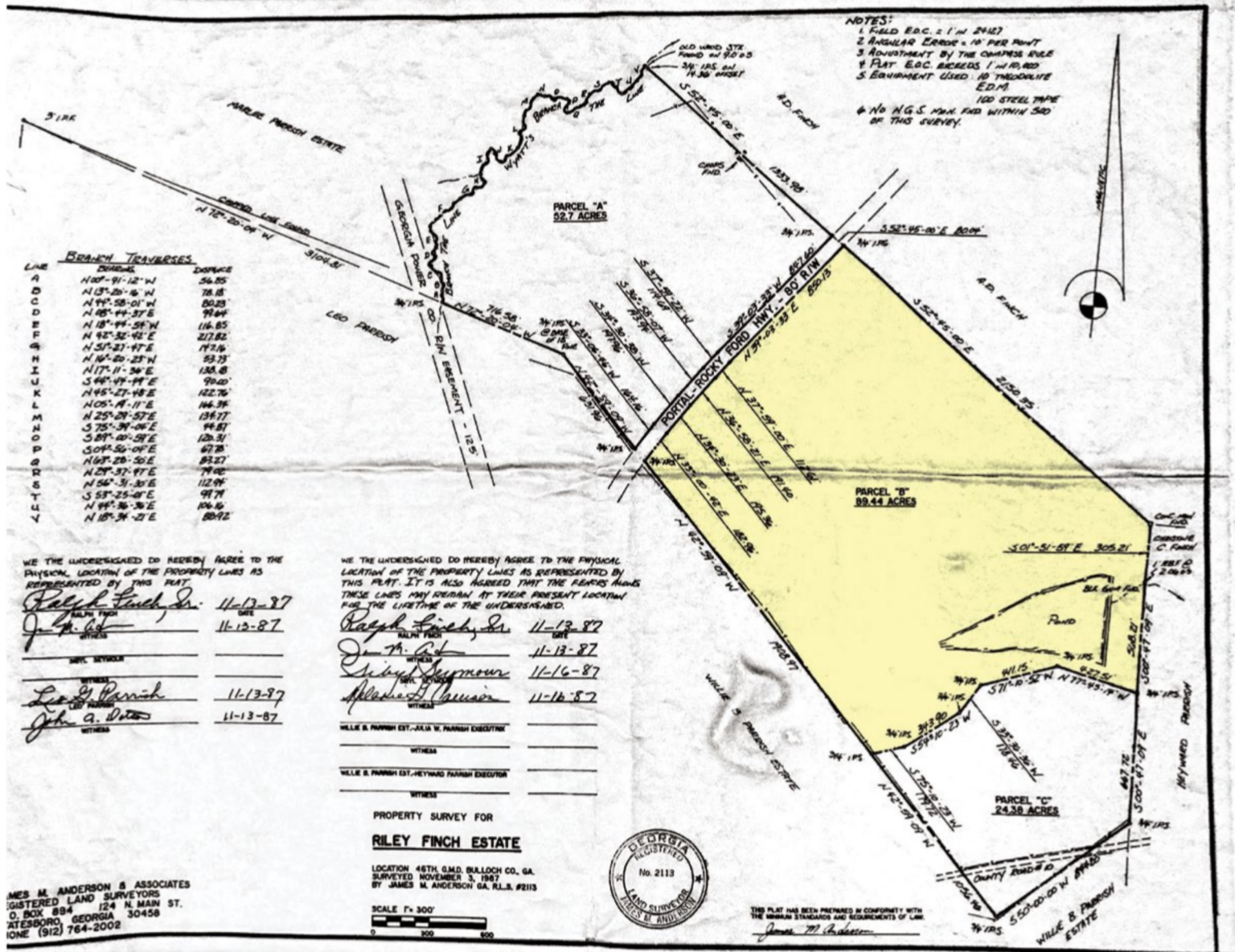




PROPERTY TRACT MAP

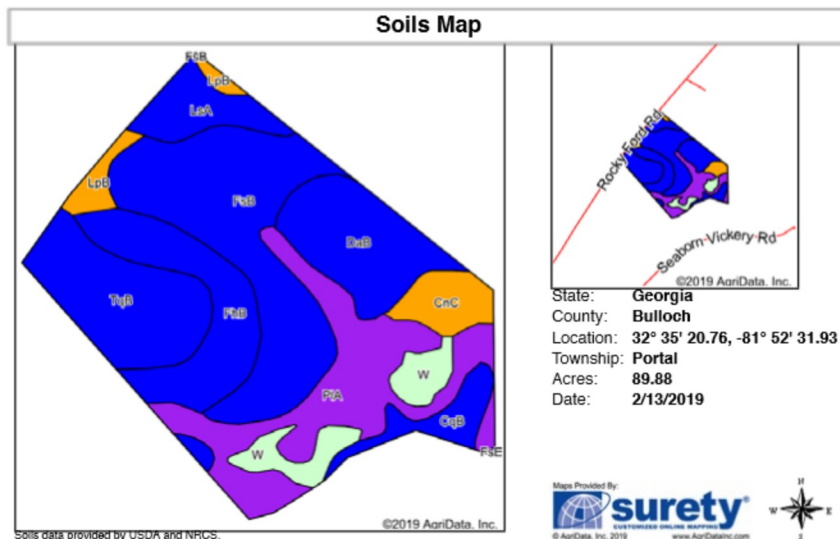


PROPERTY PLAT MAP



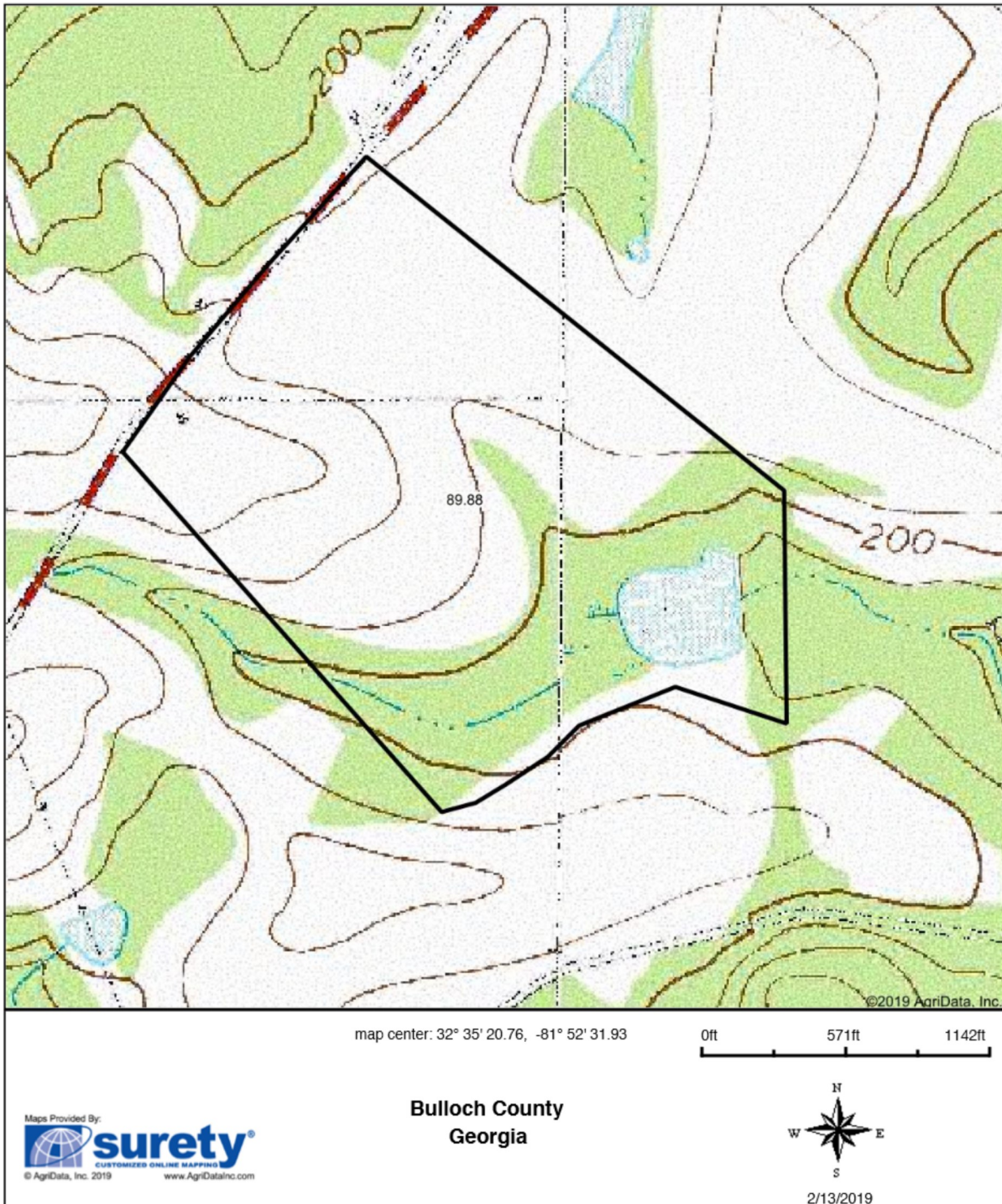


PROPERTY SOIL MAP



Area Symbol: GA031, Soil Area Version: 12																					
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Irr Class *c	Bahiagrass	Cool season grasses	Corn	Cotton lint	Grass hay	Improved bermudagrass	Oats	Peanuts	Soybeans	Tobacco	Warm season grasses	Watermelons	Wheat	*n NCCPI Soybeans	
FsB	Fuquay loamy sand, 2 to 5 percent slopes	21.73	24.2%		Ils															24	
PIA	Pelham loamy sand	17.08	19.0%		Vw															22	
TqB	Tifton loamy sand, 2 to 5 percent slopes	11.76	13.1%		Ile															33	
FhB	Fuquay gravelly loamy sand, 2 to 5 percent slopes	10.74	11.9%		Ils															24	
DaB	Dothan loamy sand, 2 to 5 percent slopes	10.05	11.2%		Ile			9	5	120	900	6	10.5		3600	35	2600	6	4	44	30
W	Water	4.60	5.1%																	0	
LsA	Lee field loamy sand, 0 to 2 percent slopes	4.57	5.1%		Ilw															24	
CqB	Cowarts loamy sand, 2 to 5 percent slopes	3.73	4.1%		Ile															21	
CnC	Carnegie loamy sand, 5 to 8 percent slopes	3.50	3.9%		Ille															29	
LsB	Lakeland sand, 0 to 2 percent slopes	2.12	2.4%		Ille								7	20	2000	20	1700			12	
The aggregation method used is Weighted Average using major components																					
*c: Use of PC capabilities Class Dominant Condition Aggregation Method																					
Weighted Average																					
							1.2	0.6	14.7	100.6	0.7	1.3	0.5	449.7	4.4	330.8	0.7	0.4	4.9	*n 24	

PROPERTY TOPO MAP





REAL ESTATE AUCTION TERMS & CONDITIONS

ALL BIDDERS MUST READ THESE TERMS BEFORE BIDDING. BY BIDDING ON THE AUCTION YOU ACKNOWLEDGE YOU HAVE READ AND AGREE TO THESE TERMS. IF YOU ARE THE HIGH BIDDER, YOU ARE REQUIRED TO CLOSE ON THE PROPERTY.

The winning bidder will mail \$10,000 as earnest money when the auction is over and will be required to sign a real estate auction contract for the property. The winning bidder will owe the remaining balance at closing. A 10% buyer's premium will be added to high bid to arrive at the contract price.

***All REGISTERED BIDDERS will be charged \$1.00 to authorize their credit card upon registering for the auction. This \$1.00 is just a hold and it will be refunded onto your card. ***

***South Auction and Realty Inc. reserves the right to ask any registered bidder for a bank letter of credit prior to or during the bidding period. The bidders account may be suspended or turned off if the bank letter of credit is not received. South Auction and Realty may ask for the bank letter of credit on a per bidder and/or per property basis. ***

South Auction & Realty Inc. shall have the permission and authority to charge 10% (with a cap of \$5,000.00) of the high bid on a specific property to the credit cards of any active bidders on that specific property. This will only apply to bidders who are participating on the last day of the auction. This is a way of verifying the card will process the mandatory fee that is due from all high bidders. If you are not a high bidder on the last day we will credit the fee back to your credit card after the conclusion of the auction

The winning bidders credit card will be charged \$5,000.00 at the close of the auction. This charge WILL NOT be refunded if the high bidder does not close on the property.

This charge will then be credited back the buyers credit card once their earnest money check has been received. South Auction and Realty Inc. will not be able to access or view any personal information and/or credit card information of any registered bidder. All transactions are handled through a third-party processor. If you have done business with us before we may elect to wave this automatic charge. Please call Brent Stephens (706-442-5513) for more details.

Contract and deposit must be mailed within 24 hours to:

South Auction and Realty
PO Box 134
Swainsboro, GA 30401

SAMPLE AUCTION CONTRACT

As a result of the efforts of **South Auction and Realty (SAR)**, hereinafter referred to as "**Auctioneer**," the undersigned **Purchaser** agrees to purchase, and the undersigned **Seller** agrees to sell, all that tract or parcel of land lying and being in **Bulloch County, Georgia**, being all or a portion of that property being commonly identified on Tax Map No. 039 000051 000 _____, together with all plants, trees, and shrubbery now on the premises; together with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "**Property**," the portion or parcel to be purchased by Buyer being identified as follows: **Property Address: 4324 Rocky Ford Road, Portal, GA - 89.44+/- acres**

- The "Purchase Price" of the property shall be defined as follows: The high bid made by the Seller plus a ten percent "Buyer's Premium." The Buyer agrees to pay the Purchase Price of \$ _____ to the Seller. The purchase price shall be paid in cash, in full, at closing. **Purchaser's** obligation to close shall not be contingent upon **Purchaser's** ability to obtain financing. Further, **Purchaser's** obligation to close shall not be contingent upon matters of survey or inspection, unless expressly noted herein, as all of such matters should have been reviewed by **Purchaser** prior to the closing of the auction should **Purchaser** have wished to obtain them. **Purchaser** shall pay all closing costs. Taxes, Homeowner's Association Fees, Dues, etc. as applicable, will be prorated as of date of closing.

For an outline of the financial terms of sale, see below.

Bidder Number	OUTLINE OF FINANCIAL TERMS OF SALE				Property Number(s)
	High Bid		\$	-	
	Buyer's Premium (10%)		\$	-	
	Purchase Price **		\$	-	
	Earnest Money		\$	-	
	Balance Due at Closing		\$	-	

- Earnest Money:** **Purchaser** has paid to **Auctioneer** the sum of \$ _____, as earnest money, which earnest money is to be promptly deposited into the **Auctioneer's** escrow account and is to be applied toward the purchase price at the time of closing or as otherwise provided herein. **Purchaser** agrees and acknowledges that in the event he or she fails to execute the obligations contained in this agreement for any reason other than those specifically allowed herein below, this earnest money shall constitute liquidated damages to be paid to the **Seller**. The **Seller** agrees that, in the event he or she is awarded the earnest money as liquidated damages, the **Auctioneer** shall be paid the entire commission due to **Auctioneer** from those proceeds. All parties hereto agree that **Auctioneer** may deposit the earnest money in an interest-bearing escrow account.

a. **Disbursement of Earnest Money:**

- Entitlement to Earnest Money:** Subject to the paragraphs below, **Purchaser** shall only be entitled to a return of the earnest money if one of the following should occur: a) the **Seller** terminates the agreement without justification as provided for herein, b) the **Purchaser** elects to rescind the agreement due to the Property being "destroyed or substantially damaged" as provided herein below. Or c) the **Seller** is unable to deliver good and marketable title as outlined herein below by the time of the scheduled closing. Otherwise, the earnest money shall be applied toward the purchase price of the **Property** at closing, or paid to **Seller** as liquidated damages should **Purchaser** fail to close.
- Disbursement of Earnest Money:** **Auctioneer** is authorized to disburse the earnest money upon the following events:



SAMPLE CONTRACT CONTINUED

1. The Closing of the Transaction;
 2. A subsequent written agreement between **Purchaser, Seller, and Auctioneer**;
 3. An order of a Court or Arbitrator having jurisdiction over any dispute involving the earnest money;
 4. Failure of **Purchaser** to consummate the transaction due to **no** fault of **Seller**;
 5. Failure of the **Purchaser** to consummate the transaction due to fault of **Seller**;
 6. **Auctioneer** may disburse the earnest money upon a reasonable interpretation of the agreement, provided the **Auctioneer** first gives all parties at least 10 days written notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to **Auctioneer** within the 10 day notice period. Objections not timely made in writing shall be deemed waived. If **Auctioneer** receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, **Auctioneer** may do so and send notice to the Parties of **Auctioneer's** action. If **Auctioneer** decides to modify its proposed disbursement, **Auctioneer** shall first send a new 10 day notice to the Parties stating the rationale for the modification and to whom their disbursement will now be made. Should the earnest money be paid to **Seller**, **Auctioneer** shall tender said earnest money to **Seller** by check, in the event **Auctioneer**: (1) Makes a reasonable interpretation of the agreement that the agreement has been terminated due to **Purchaser's** default and (2) sends the required 10 day notice of the proposed disbursement to **Purchaser** and **Seller**. If the check is accepted and deposited by **Seller**, it shall constitute liquidated damages in full settlement of all claims of **Seller** against **Purchaser** and **Auctioneer** in this transaction. Such liquidated damages are a reasonable pre-estimate of **Seller's** actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the **Seller** from declining the tender of the earnest money by the **Auctioneer**. In such event, the Parties hereto release and discharge **Auctioneer** from any claims against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (Provided, however, **Seller** shall not be relieved of its obligation to pay a commission to **Auctioneer** as set forth in both this agreement and the **Real Estate Auction Agreement**.) Should the earnest money be refunded to **Purchaser** after **Auctioneer**: (1) makes a reasonable interpretation of the agreement that the agreement has been terminated due to **Seller's** default, and (2) sends the required 10-day notice of the proposed disbursement to **Seller** and **Purchaser**. If the check is accepted by **Purchaser**, it shall constitute a full, complete, and final settlement of all claims of **Purchaser** against **Seller** and **Auctioneer** in this transaction. In such event, the Parties hereto release and discharge **Auctioneer** from all claims **Purchaser** might have against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (**Seller** shall not be relieved of its obligation to pay a commission to **Auctioneer** as set forth in this agreement and the **Real Estate Auction Agreement** provided the earnest money is returned to **Purchaser** and closing does not take place due to fault of **Seller**; or
 7. If any dispute arises between **Purchaser** and **Seller** as to the final disposition of all or part of the earnest money, **Auctioneer** may, in its sole discretion, notify **Purchaser** and **Seller** in writing that **Auctioneer** is unable to resolve such dispute and may interplead all or any disputed part of the earnest money into court, whereupon **Auctioneer** shall be discharged from any further liability with respect to the earnest money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the earnest money. In such event, the parties hereto release and discharge **Auctioneer** from any claims against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.
3. Both **Purchaser** and **Seller** shall indemnify **Auctioneer** for and hold harmless **Auctioneer** from any costs, losses, liabilities, or expenses, including attorney fees resulting from **Auctioneer** being named as a party to any legal action resulting from either **Purchaser's** or **Seller's** failure to fulfill any obligations and undertakings as set forth in this Contract.

SAMPLE CONTRACT CONTINUED

Further, the Parties shall not bring legal action against **Auctioneer** for any decision of **Auctioneer** to disburse the earnest money in accordance with the agreement set forth herein.

4. **Seller** warrants that **Seller** presently has marketable title to said **Property**, and at the time the sale is consummated agrees to convey good and marketable title to said **Property** to **Purchaser** by General Warranty Deed, subject only to (1) zoning ordinances affecting said **Property**, (2) general utility easements of record servicing said **Property**, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions and encumbrances affecting the **Property**.
5. **Purchaser** shall have reasonable time after date hereof in which to examine title and to furnish **Seller** with a written statement of objections affecting the marketability of said title. Any such objections shall be made known to **Seller** at least five days prior to closing. **Seller** shall have reasonable time after receipt of such objections to satisfy all valid objections and, if **Seller** fails to satisfy such valid objections within a reasonable time, then at the option of **Purchaser**, evidenced by written notice to **Seller**, this contract shall be null and void, and **Purchaser's** earnest money shall be returned.
6. **Seller** and **Purchaser** agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.
7. **Seller** and **Purchaser** agree that **Purchaser** is buying this property AS IS with no implied or express warranties. For all purposes of this contract and the transaction described herein, the term "AS IS" shall mean only that the property has not been destroyed or substantially damaged prior to closing. For the purposes of this agreement and the transaction described herein, the term "destroyed or substantially damaged" shall mean that the cost to repair the **Property** is equal to or greater than fifty percent (50%) of the Purchase Price. In the event that the **Property** is destroyed or substantially damaged, then at the election of the **Purchaser**: (a) the contract may be cancelled, or (b) **Purchaser** may consummate the contract and receive such insurance proceeds as may be paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of **Seller's** damage is determined.
8. **Auctioneer** makes no representation or warranty as to fitness or merchantability of title to the above described **Property**. **Auctioneer** has not conducted a title examination of the **Property** prior to the sale and, therefore, does not certify **Seller's** ability to transfer title of the **Property** free and clear of liens. **Auctioneer** shall have no liability to **Seller** or **Purchaser** in the event closing fails to take place due to there being title defects, encumbrances, or liens upon the **Property** that would prevent the sale from taking place as anticipated.
9. A commission is to be paid to **Auctioneer** and Broker, if any, in accordance with that certain agreement between **Auctioneer** and **Seller** regarding authorization and compensation, pursuant to a **Real Estate Auction Agreement** and the auction sales brochure relative to the subject **Property**. Said documents are incorporated herein by reference.
10. **Seller** and **Purchaser** agree that any dispute arising under the terms and conditions of this sales contract or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia. Both **Purchaser** and **Seller**, by execution of this agreement, and regardless of their state or county of residence, submits themselves to the jurisdiction of the Superior Courts of Emanuel County, Georgia for resolution of any and all disputes arising under the terms and conditions of this sales contract and agree that both jurisdiction and venue shall be proper in the Superior Courts of Emanuel County, Georgia.
11. **Seller** may leave items of personal property on any or all of the tracts in **Seller's** discretion. **Purchaser** of each tract is entitled to ownership of any items of personal property left on the property as of the date of closing. **Seller** has no responsibility to remove any such items. Removal of such items, and any costs associated therewith, is the SOLE RESPONSIBILITY of the **Purchaser**.
12. **Seller** and **Purchaser** agree to all terms contained in the website Terms and Conditions previously agreed to by the **Purchaser**. All such terms and conditions are hereby merged and incorporated into this agreement as though fully set forth herein.

Special Stipulations

1. Real estate taxes, as well as Homeowner's Association Fees and Dues, if applicable, on the **Property** shall be prorated as of the date of closing.
2. Sale shall be closed on or before **April 19th 2019**. **Seller** has the right to extend the closing 45 days, if needed.
3. All closings shall be conducted by: Rachel Edwards, PC - Statesboro, GA
4. All closing costs will be paid by the **Purchaser**. Should **Purchaser** desire to have title insurance or a title certificate issued, **Purchaser** can negotiate for said services with the closing attorney.
5. Possession of the **Property** shall be granted by **Seller** to **Purchaser** no later than the closing date, unless specifically stated herein.
6. **Property** is sold "as is" and **Seller** makes no warranty as to easements, leases, restrictions, covenants, conditions, zoning and all other matters that would be revealed by a current survey or an inspection of the **Property** or contained in public records.



SAMPLE CONTRACT CONTINUED

7. **In addition to any other rights of Seller to extend hereunder, Seller** may extend the closing date of this contract for an additional forty five (45) days if necessary in order to cure title defects or liens that might be an impediment to closing.
8. South Auction and Realty, **Auctioneer**/broker, is acting exclusively as agent for the **Seller**.
9. Time is of the essence of this agreement.
10. As used herein, the term "surveyed acreage" means the total gross acreage of the Property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roadways), easements or other rights-of-way, including, without limitation, electric transmission lines or other utility easements. In the event either party defaults under the terms of this Agreement, the defaulting party will be responsible for the survey expense. All boundary lines shown on auction material are estimated lines and are not exact property lines. Exact property lines shall be determined by survey.
11. **ALL REFERENCES TO ACREAGE REFERRED TO, WHETHER IN BROCHURES, ONLINE, OR ON SIGNS ARE ESTIMATES. THE ACTUAL ACREAGE CAN ONLY BE ASCERTAINED AFTER A SURVEY OF THE PROPERTY. BY SIGNING THIS CONTRACT, THE HIGH BIDDER AGREES TO FULFILL THE TERMS OF THIS CONTRACT REGARDLESS OF ACTUAL ACREAGE!!**

12. **ADDITIONAL SPECIAL STIPULATIONS:**

PURCHASER

SELLER

Signature: Purchaser

Signature: Seller

Print Purchaser's Name

Print Seller's Name

Address

Address

City, State, Zip

City, State, Zip

Cell Phone Number

Cell Phone Number

Email Address

Email Address

Please describe below how property will be purchased (cash, financed). If you plan to finance, give all information on financial institution:

AUCTIONEER – GAL 3022/Real Estate License 279973

Signature: SOUTH AUCTION AND REALTY

ABOUT SOUTH AUCTION & REALTY

We are a full service auction and real estate firm based in Swainsboro, Georgia. We serve clients all across the Southeast.

One day we may work on a multi-million dollar real estate sale and the next cataloging the contents of a loved one's estate, preparing for an auction. Our staff of professionals are trained to help with any situation. We evaluate every client's needs and determine what tools we have to best accomplish his/her objectives.

If you are looking to liquidate real estate or personal property, we ask that you please give us a call.



Standing Left to Right:
Brent Stephens, Joe Lanier, Tanya Lane,
Rusty Lane, Lisa Peebles, Alex
Grovenstein