

**400±
ACRES**



**EMANUEL, LAURENS
CRISP & TAYLOR
COUNTIES**

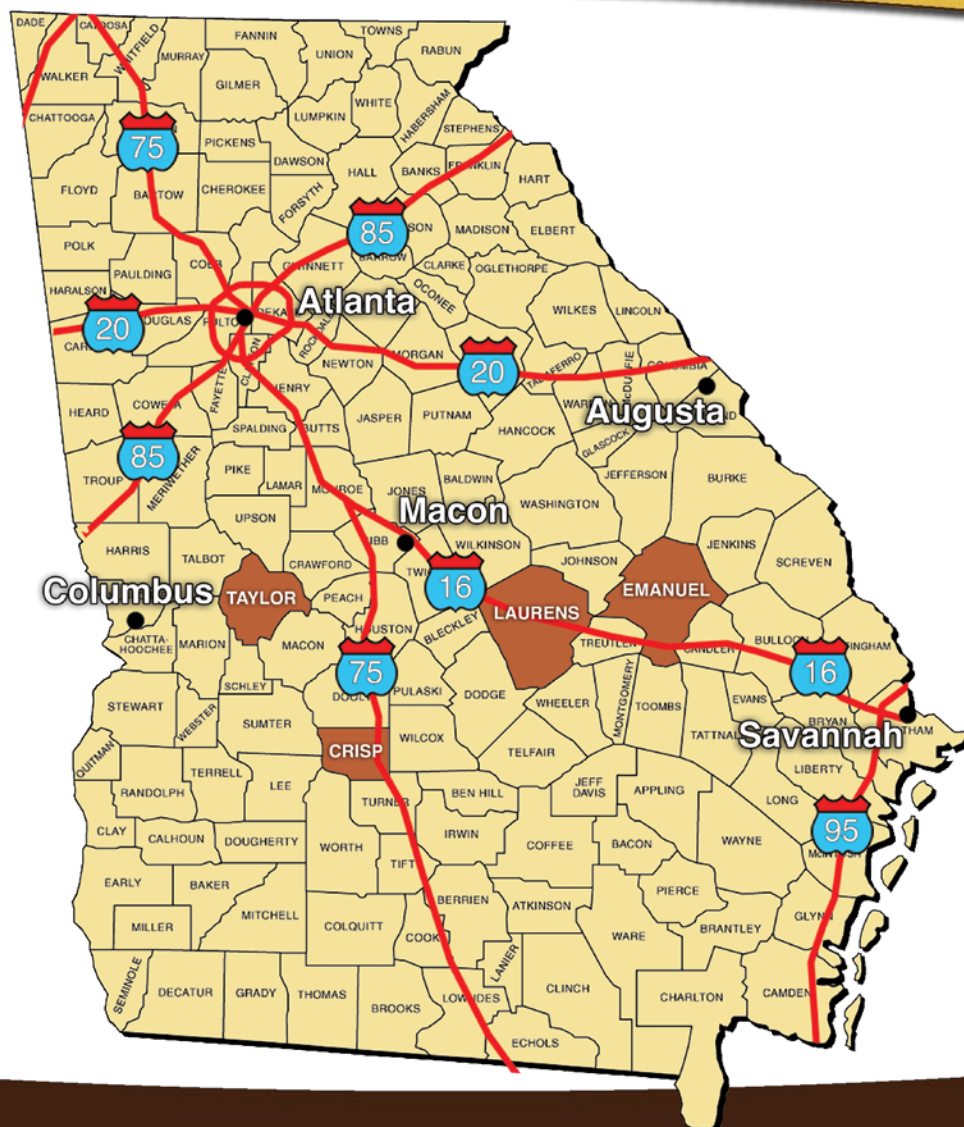
REGIONAL LAND DEVELOPERS LIQUIDATION

**TRACTS 1-4
EMANUEL COUNTY
177.3± ACRES**

**TRACT 5
LAURENS COUNTY
18.87± ACRES**

**TRACTS 6-7
CRISP COUNTY
29.4± ACRES**

**TRACTS 8-14
TAYLOR COUNTY
174.682± ACRES**



SOUTH
AUCTION & REALTY

Bidding Ends: November 14th, 2019

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REGIONAL LAND DEVELOPERS LIQUIDATION

400[±] ACRES



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

South Auction and Realty is proud to be working with two iconic families who have actively developed land across Georgia for many decades. Now they have asked us to liquidate some tracts that are no longer on their list as potential development tracts.

The four properties located in Emanuel, Laurens, Crisp and Taylor Counties are desirable tracts with many different possible uses. Please look over the information included in this Property Information Packet.

Should you have any questions please feel free to reach out to me on my cell phone at 478-455-1861 or email me at rusty@southauctiongroup.com

Sincerely,

Rusty Lane
Owner, South Auction and Realty
478-455-1861
rusty@southauctiongroup.com



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MAIN PROPERTY LOCATION MAP



**177.3[±]
ACRES**



TRACTS 1-4

REGIONAL LAND DEVELOPERS LIQUIDATION

*Emanuel
County* **AUCTION**
TRACTS 1-4
177.3[±] ACRES



Bidding Ends: November 14th, 2019

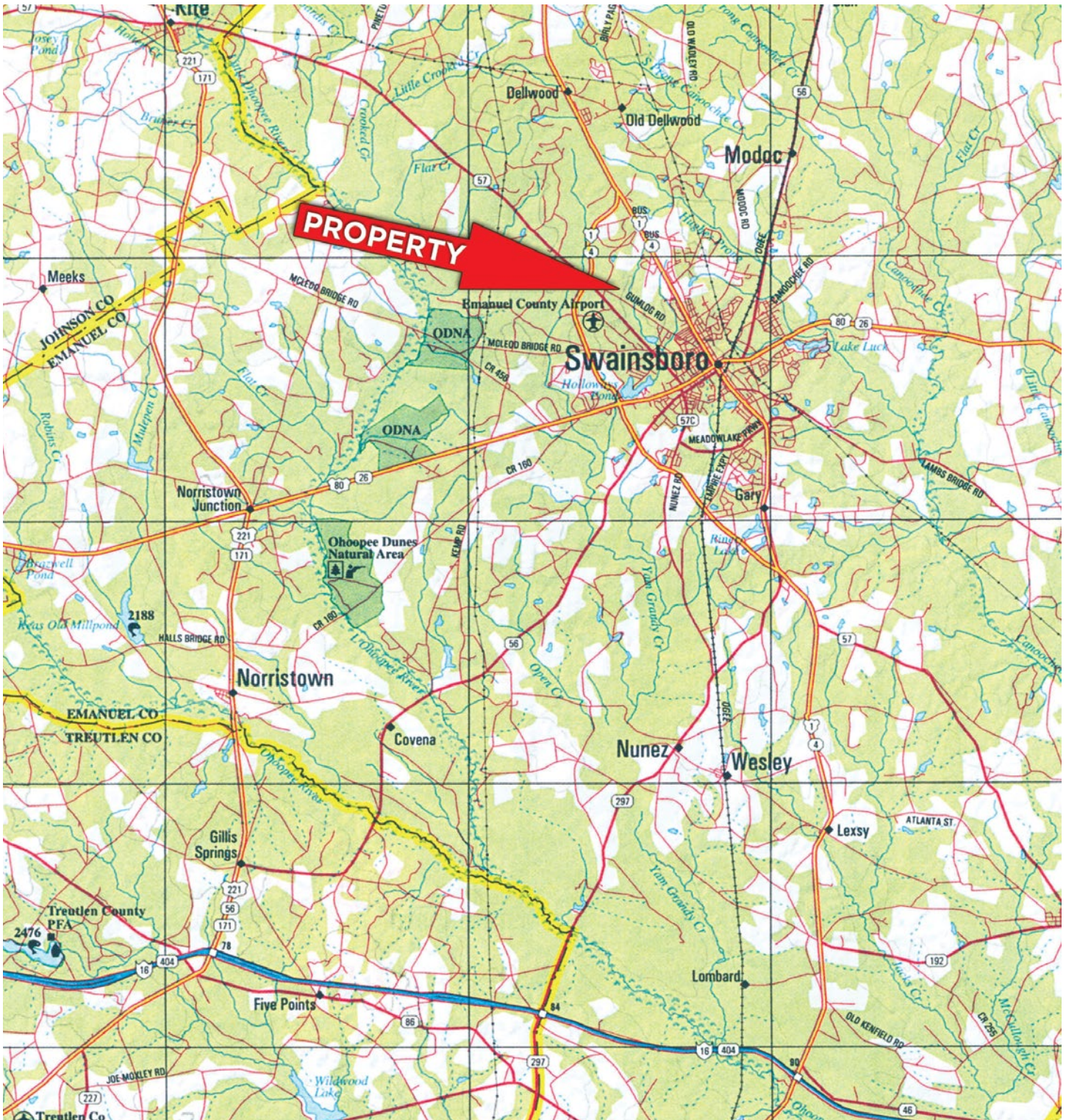
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REGIONAL LAND
DEVELOPERS LIQUIDATION

177.3[±]
ACRES

PROPERTY LOCATION MAP



TRACTS 1-4

Bidding Ends: November 14th, 2019



PROPERTY AERIAL MAP





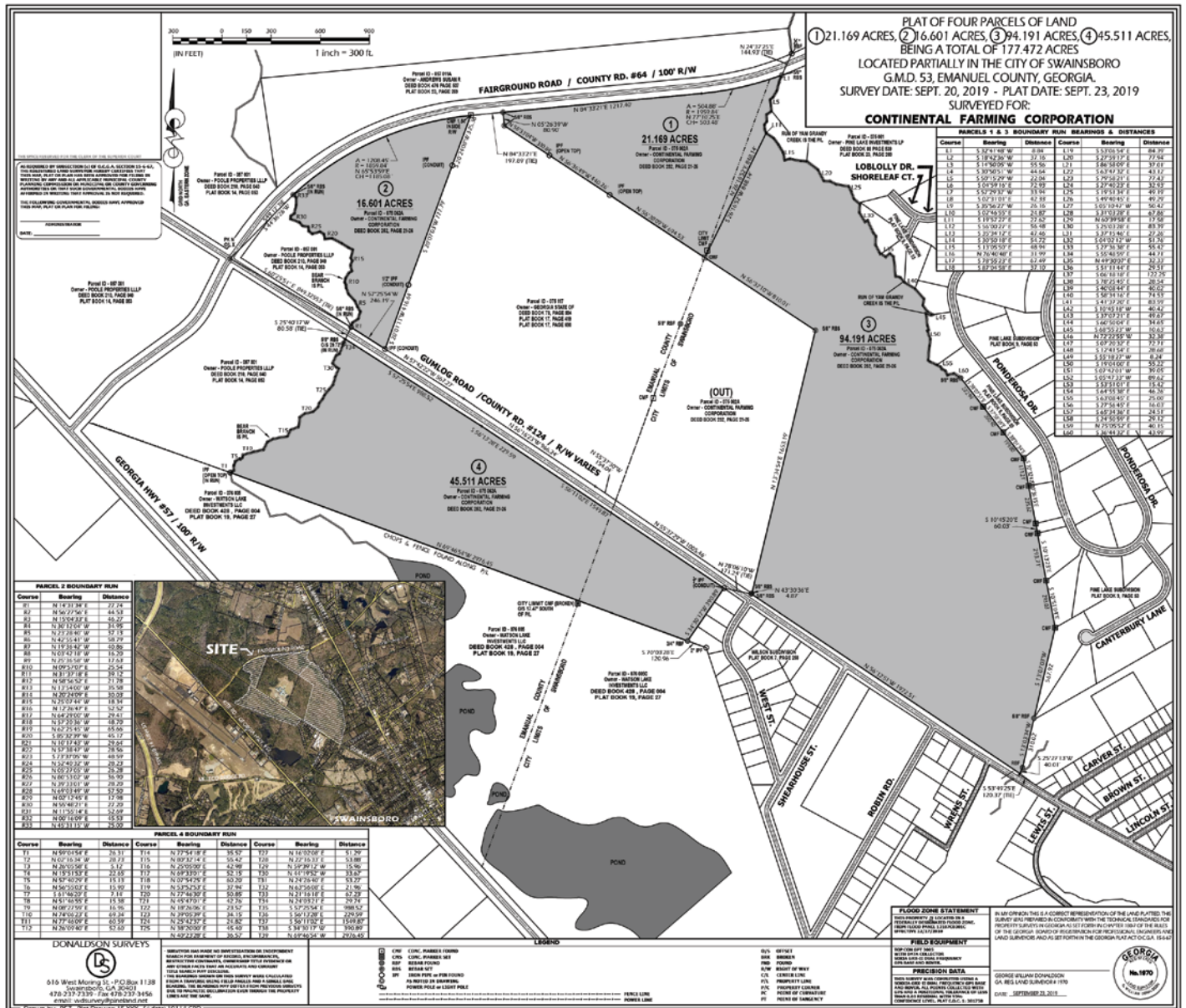
REGIONAL LAND DEVELOPERS LIQUIDATION

177.3[±] ACRES

PROPERTY SURVEY

BUYER(S) WILL PAY FOR SURVEY COSTS

Description	Rate	Amount
Survey and plat of tract # 1 - 21.169 acres 3868 linear ft. surveyed - 424 shared line (tract #3) = 3444 ft.	0.35	1,205.40
3564.9 linear ft. surveyed	0.35	1,247.72
Survey and plat of tract # 3 - 94.191 acres 8738 linear ft. surveyed - 424 shared line (tract #1) = 8314 ft.	0.35	2,909.90
Survey and plat of tract # 4 - 45.511 acres 6325 linear ft. surveyed	0.35	2,213.75
Cost includes all Field Work, Office Work and Courthouse Research.		

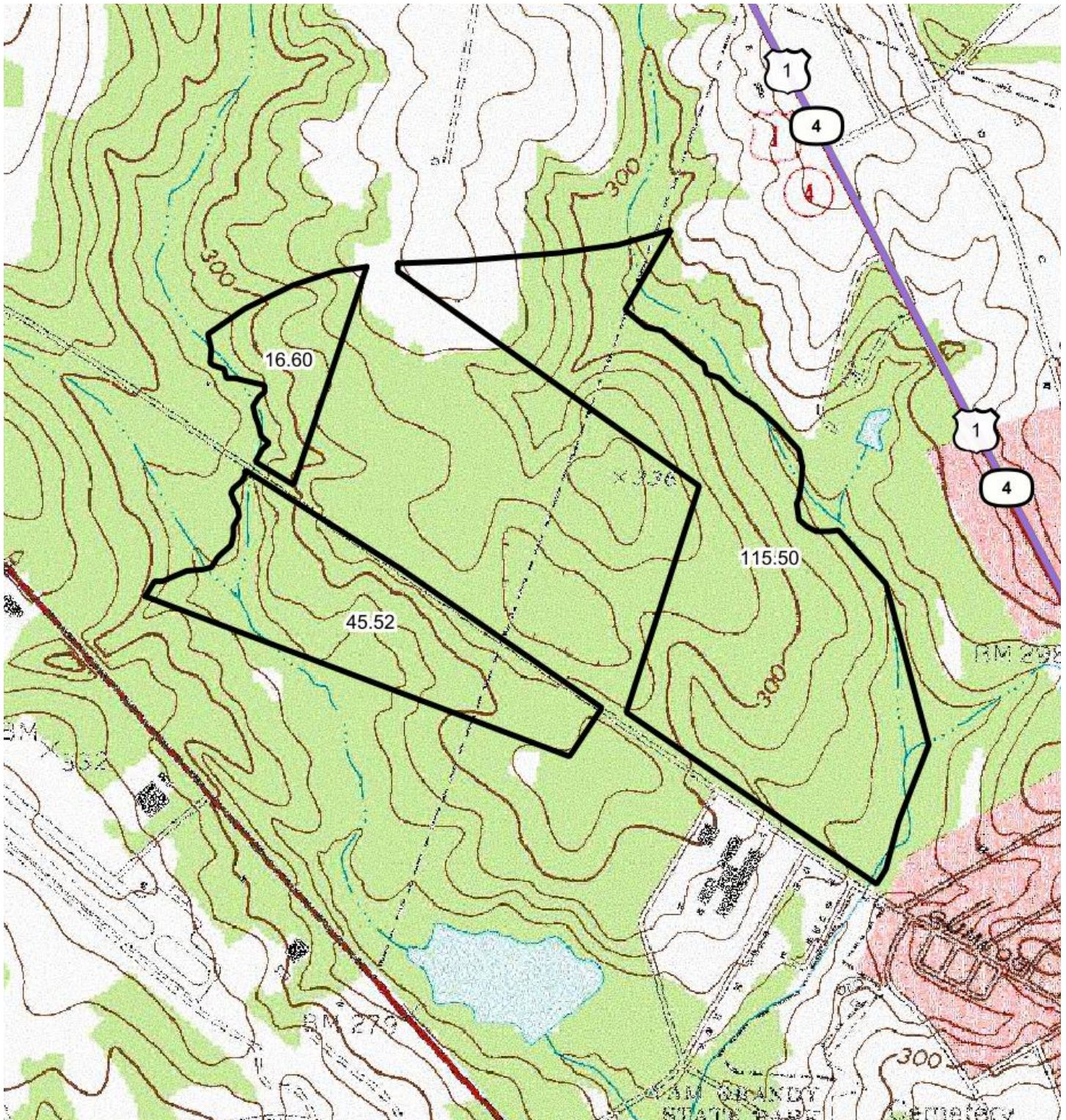


TRACTS 1-4

Bidding Ends: November 14th, 2019



TOPOGRAPHY MAP

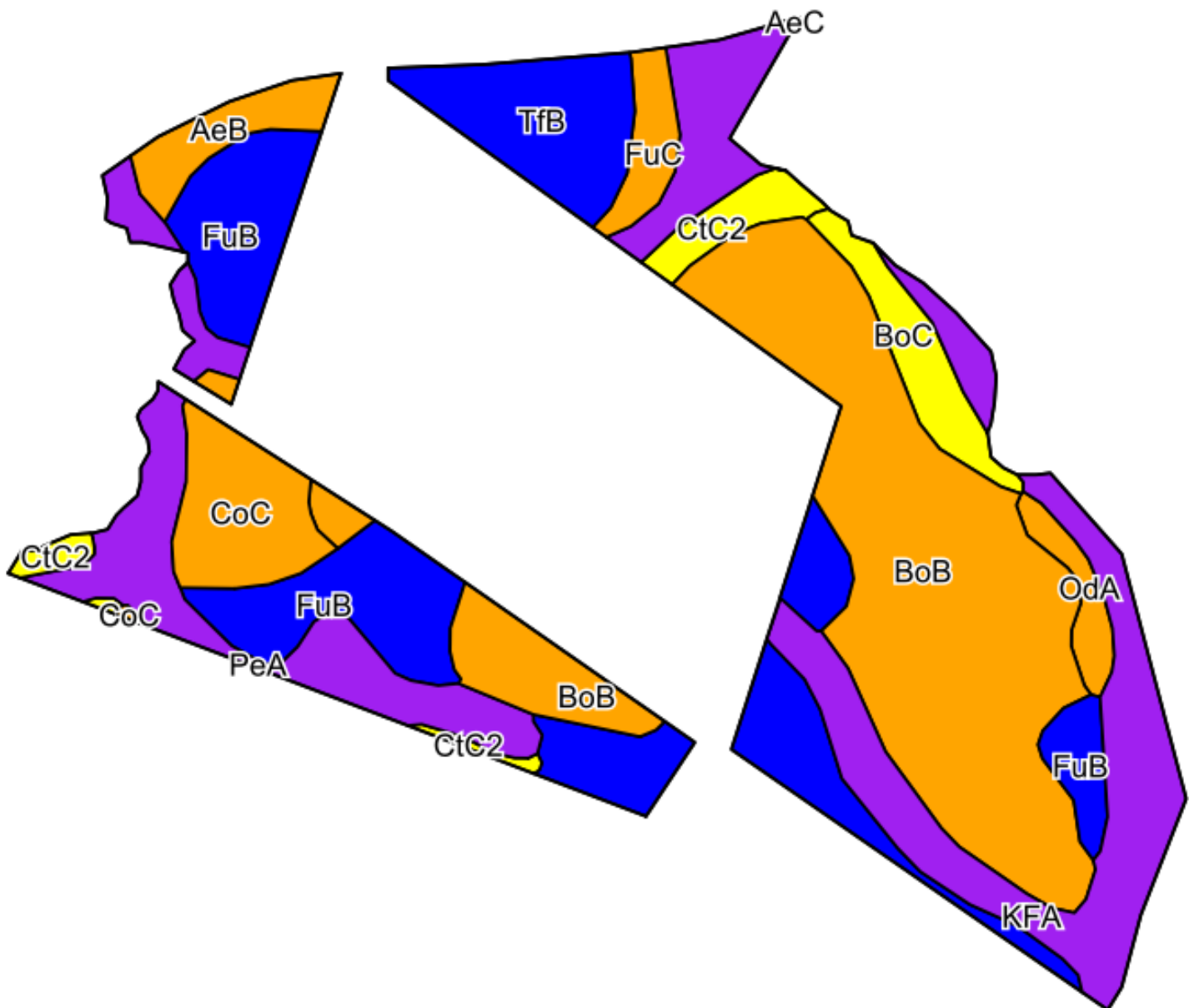




REGIONAL LAND
DEVELOPERS LIQUIDATION

177.3[±]
ACRES

PROPERTY SOIL INFORMATION



TRACTS 1-4

Bidding Ends: November 14th, 2019



PROPERTY SOIL LEGEND

Area Symbol: GA107. Soil Area Version: 12													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay	Bahiagrass	Cool season grasses	Corn	Cotton lint	Grain sorghum	Grass hay	Improved bermudagrass
BoB	Bonifay sand, 1 to 5 percent slopes	54.97	30.9%		IIIs								
FuB	Fuquay loamy sand, 0 to 5 percent slopes	34.89	19.6%		IIIs	2	7	4.5	85	650	90	5.5	8
KFA	Kinston and Bibb soils, 0 to 2 percent slopes, frequently flooded	29.94	16.9%		VIw								
PeA	Pelham loamy sand, 0 to 2 percent slopes, occasionally flooded	16.81	9.5%		Vw								
TfB	Tifton loamy sand, 2 to 5 percent slopes	10.70	6.0%		Ile								
CoC	Cowarts loamy sand, 5 to 8 percent slopes	9.07	5.1%		IIle		6.5		72.5	625			7.5
BoC	Bonifay sand, 5 to 8 percent slopes	5.86	3.3%		IVs								
CtC2	Cowarts sandy loam, 5 to 8 percent slopes, moderately eroded	4.68	2.6%		IVe								
AeB	Ailey loamy sand, 2 to 5 percent slopes	4.53	2.6%		IIIs								
FuC	Fuquay loamy sand, 5 to 8 percent slopes	3.43	1.9%		IIIs	2	7	4.5	75	600	80		7.5
OdA	Ocilla loamy sand, 0 to 2 percent slopes	2.74	1.5%		IIIw								
Weighted Average						0.4	1.8	1	21.8	171.2	19.2	1.1	2.1

*n: The aggregation method is "Weighted Average using major components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

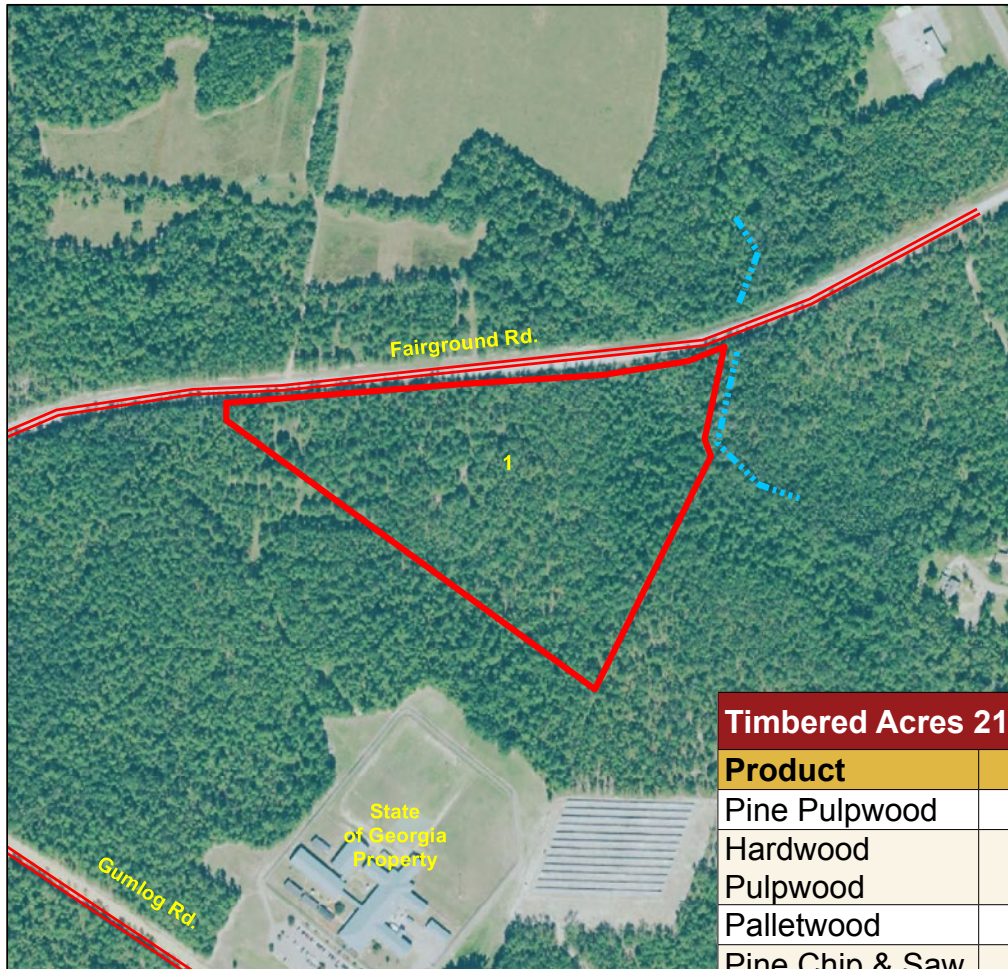


REGIONAL LAND DEVELOPERS LIQUIDATION

**177.3[±]
ACRES**

PROPERTY TIMBER VOLUME

Continental Farming Company 1
Emanuel County, Georgia
21.2 Acres



Timbered Acres 21.2 Acres	
Product	Tons
Pine Pulpwood	745
Hardwood Pulpwood	88
Palletwood	8
Pine Chip & Saw	116
Pine Sawtimber	167

Legend	
-----	Drainageway

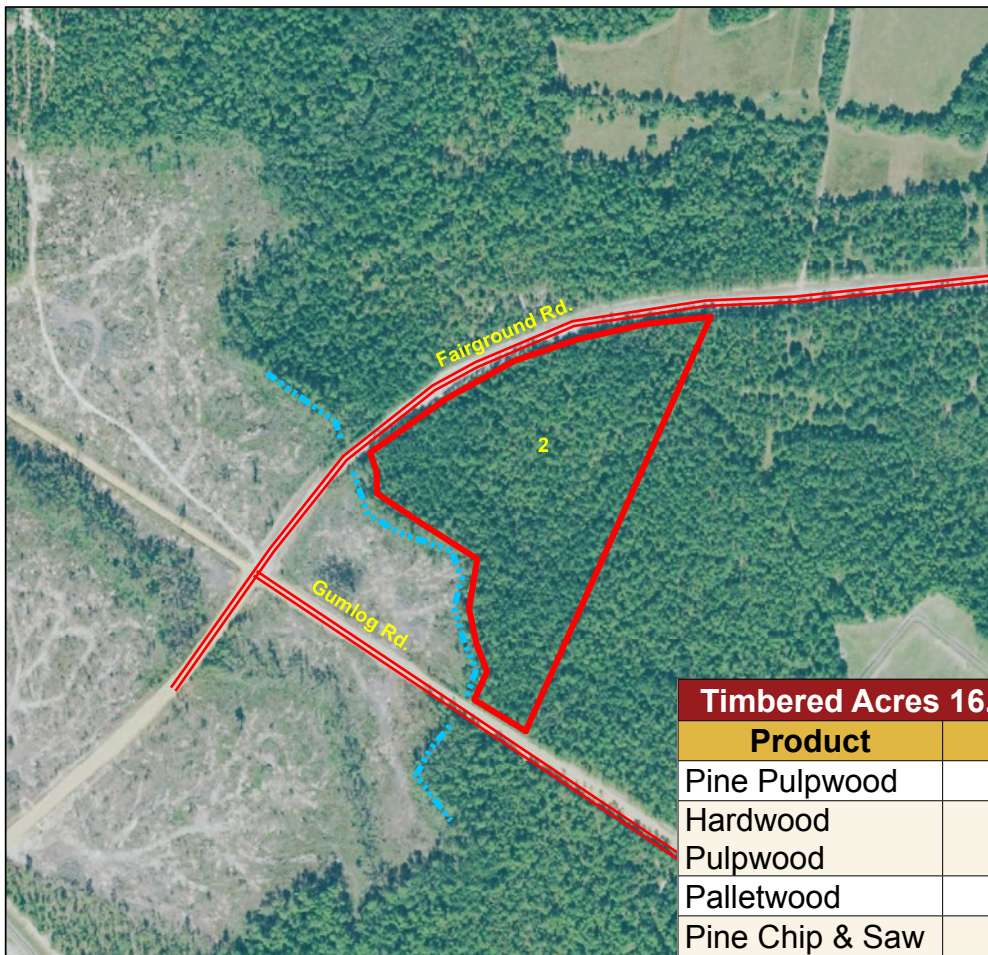
Stand	Timber Type	Acres
1	Natural Timber	21.2
	Total:	21.2



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PROPERTY TIMBER VOLUME

Continental Farming Company 2
Emanuel County, Georgia
16.6 Acres



Timbered Acres 16.6 Acres	
Product	Tons
Pine Pulpwood	400
Hardwood Pulpwood	144
Palletwood	22
Pine Chip & Saw	140
Pine Sawtimber	194

Legend	
----	Drainageway

Stand	Timber Type	Acres
2	Natural Timber	16.6
	Total:	16.6



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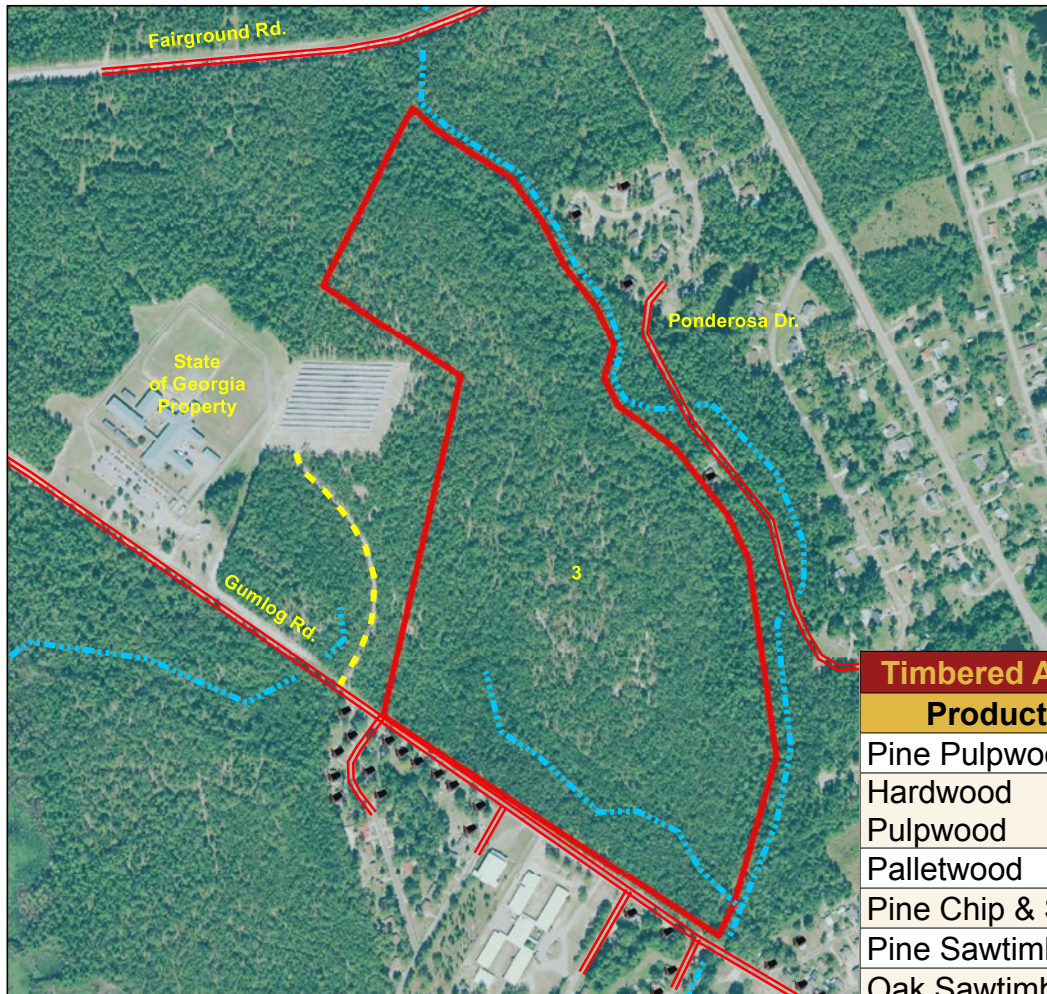


REGIONAL LAND DEVELOPERS LIQUIDATION

**177.3[±]
ACRES**

PROPERTY TIMBER VOLUME

Continental Farming Company 3
Emanuel County, Georgia
94.2 Acres



Timbered Acres 94.2 Acres	
Product	Tons
Pine Pulpwood	424
Hardwood	588
Pulpwood	
Palletwood	15
Pine Chip & Saw	145
Pine Sawtimber	200
Oak Sawtimber	8

Legend	
	Drainageway
	Farm Rd.
	Building

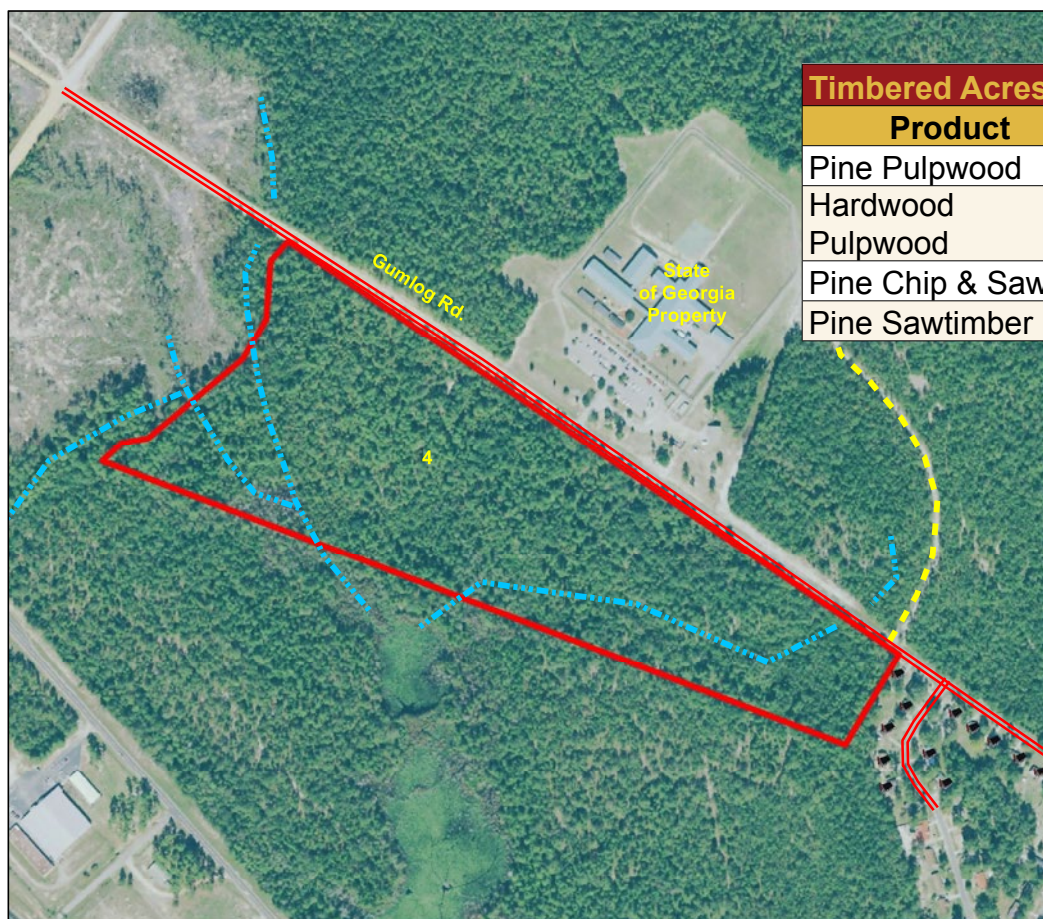
Stand	Timber Type	Acres
3	Natural Timber	94.2
	Total:	94.2



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PROPERTY TIMBER VOLUME

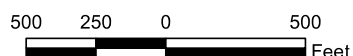
Continental Farming Company 4
Emanuel County, Georgia
45.5 Acres



Timbered Acres 45.5 Acres	
Product	Tons
Pine Pulpwood	350
Hardwood Pulpwood	202
Pine Chip & Saw	186
Pine Sawtimber	254

Legend	
	Drainageway
	Farm Rd.
	Building

Stand	Timber Type	Acres
4	Natural Timber	45.5
	Total:	45.5



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**18.87[±]
ACRES**



TRACT 5

REGIONAL LAND DEVELOPERS LIQUIDATION

*Laurens
County* **AUCTION**
TRACT 5
18.87[±] ACRES



Bidding Ends: November 14th, 2019

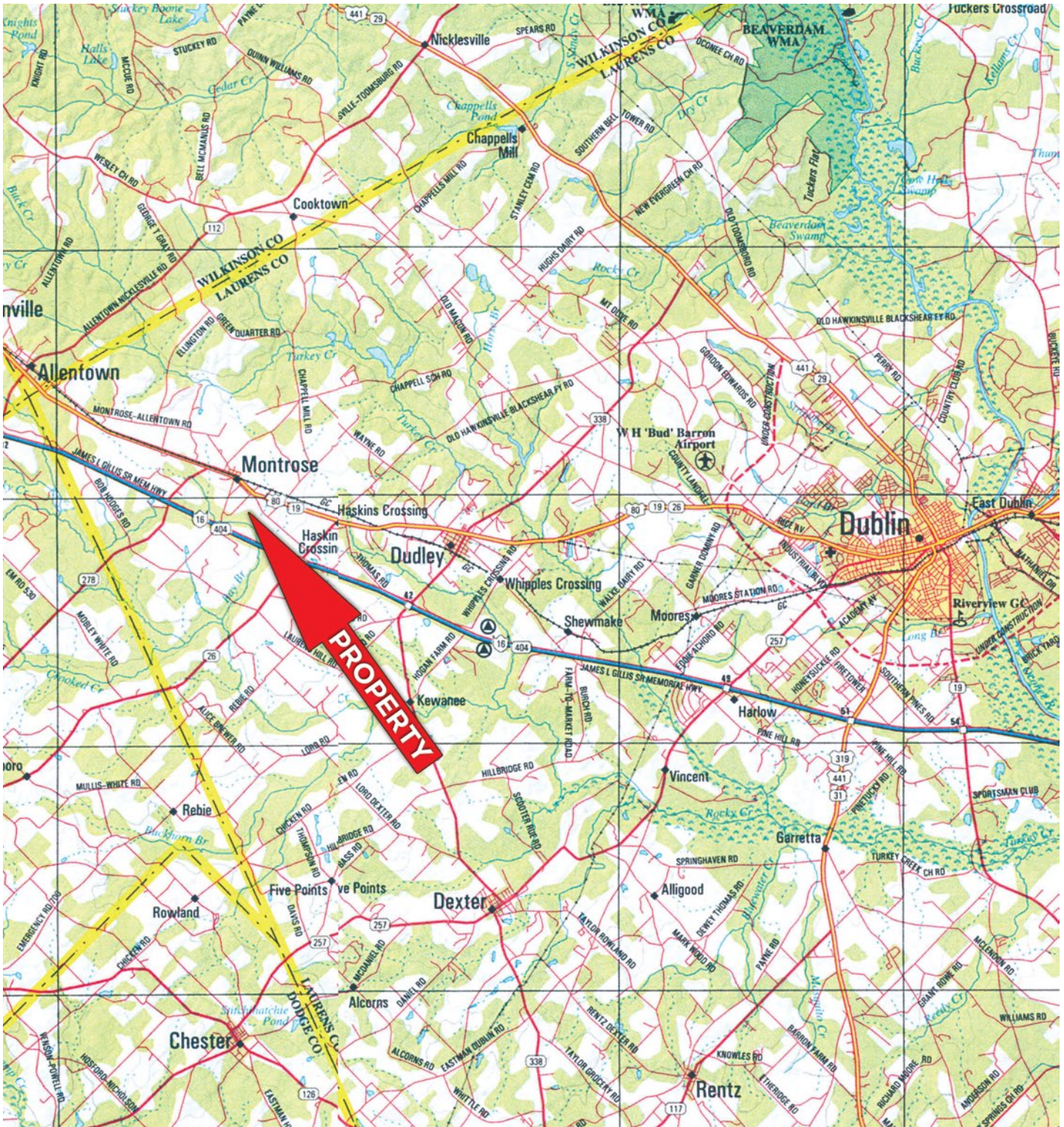
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TRACT 5

Bidding Ends: November 14th, 2019



PROPERTY LOCATION MAP

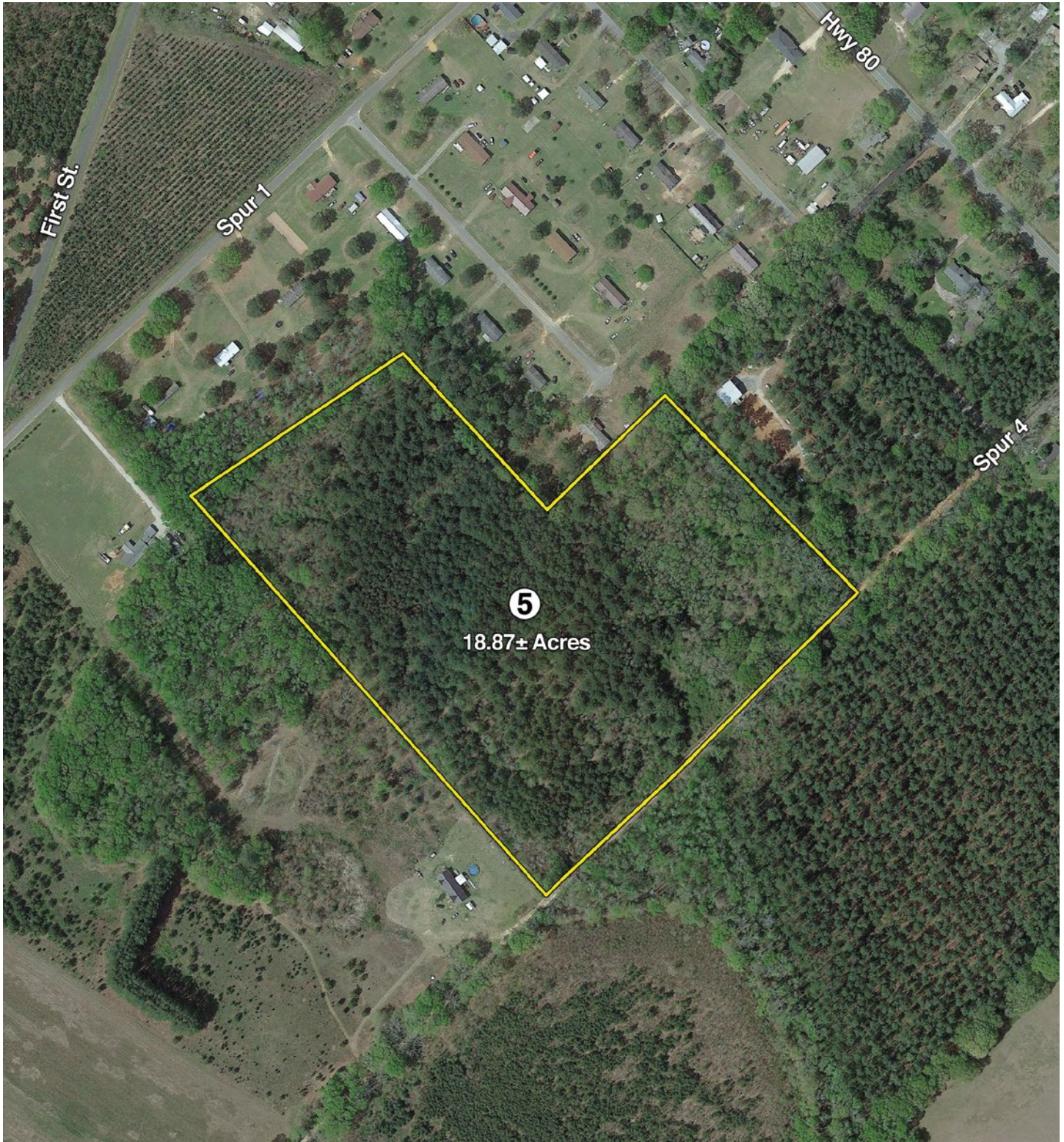




REGIONAL LAND
DEVELOPERS LIQUIDATION

18.87±
ACRES

PROPERTY AERIAL MAP

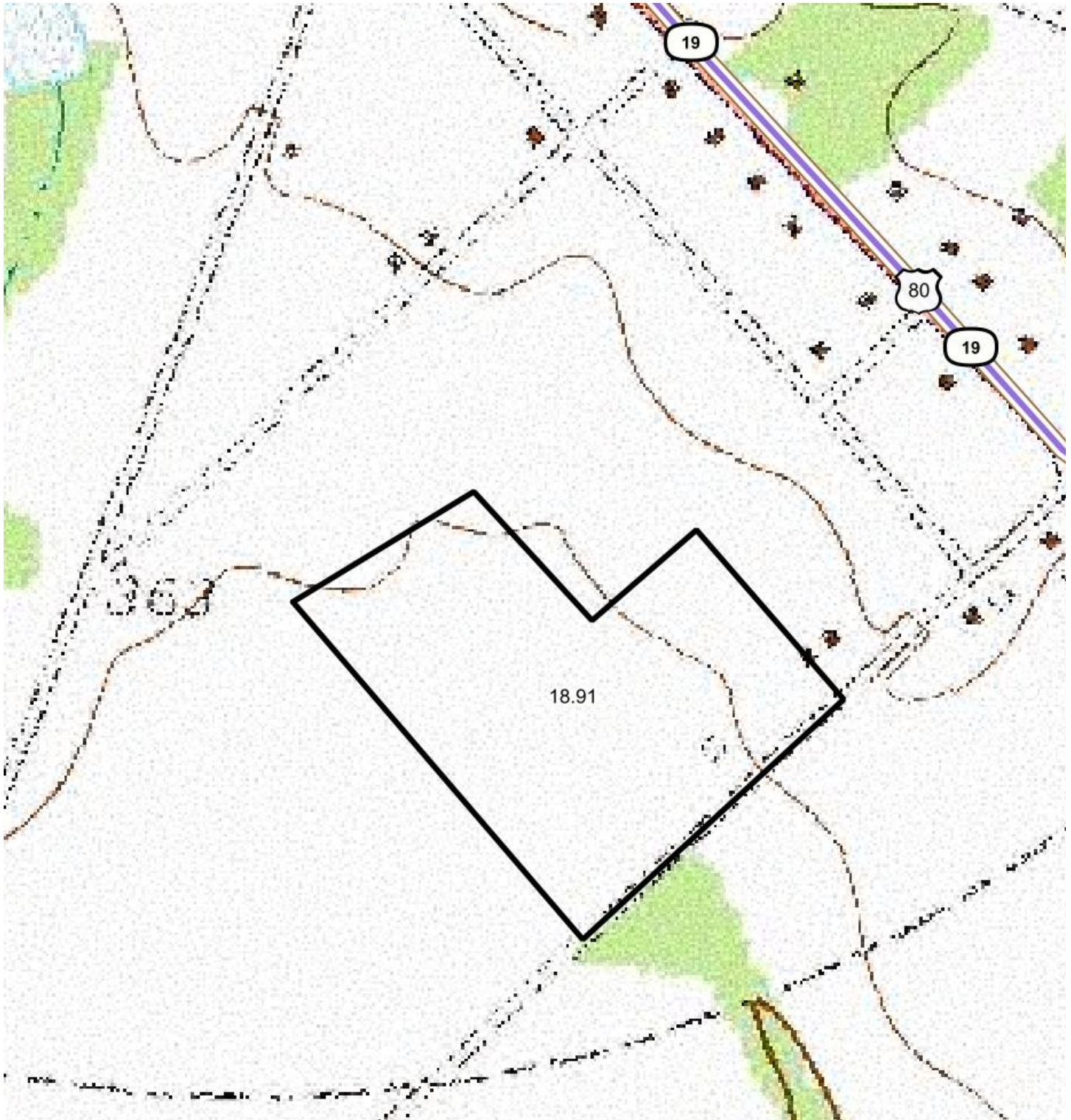


TRACT 5

Bidding Ends: November 14th, 2019



PROPERTY TOPO MAP

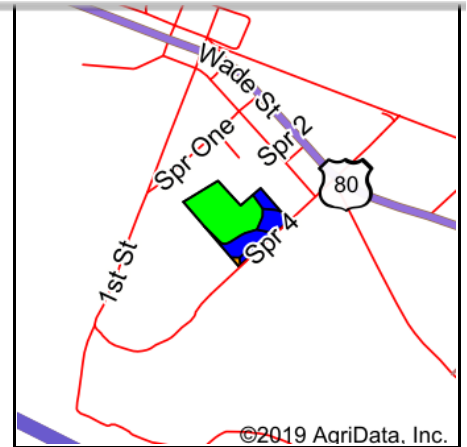
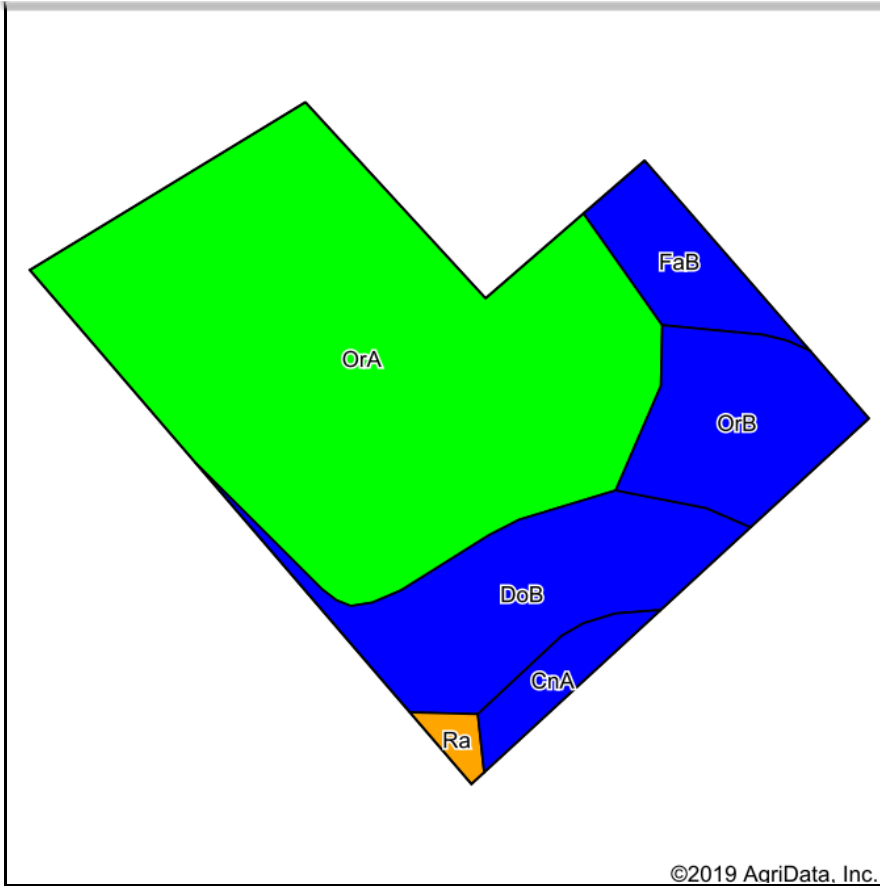




REGIONAL LAND DEVELOPERS LIQUIDATION

**18.87±
ACRES**

PROPERTY SOIL INFORMATION



State: **Georgia**
 County: **Laurens**
 Location: **32° 33' 13.36, -83° 9' 7.**
 Township: **Dudley**
 Acres: **18.91**
 Date: **10/3/2019**

Soils data provided by USDA and NRCS.

Area Symbol: GA641, Soil Area Version: 11																													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class 'c	Irr Class 'c	Alfalfa hay	Bahiagrass	Cool season grasses	Corn	Corn Irrigated	Cotton lint	Cotton lint Irrigated	Grain sorghum	Grass hay	Improved bermudagrass	Improved bermudagrass hay	Peanuts	Peanuts Irrigated	Pecans	Soybeans	Soybeans Irrigated	Tobacco	Warm season grasses	Watermelons	Wheat	Winter wheat	^n NCCPI Soybeans	
OrA	Orangeburg loamy sand, 0 to 2 percent slopes	11.72	62.0%		I	I		8.5		117.6	190	900	1100		6.5	10.5		3976.2	4900		45	55	2400			13	56	55	35
DoB	Dothan loamy sand, 2 to 5 percent slopes	3.15	16.7%		Ile			9	5	120		900			6	10.5		3600			35		2600	6		4	44		30
OrB	Orangeburg loamy sand, 2 to 5 percent slopes	2.13	11.3%		Ile	Ile	5.5	8.5	5	113.3		966.7		100		10.5	5.5	4000		12	41.7		2400	6			52.5		34
FaB	Faceville sandy loam, 2 to 5 percent slopes	1.12	5.9%		Ile			7		114.3		875			5.8	10		4000			45		2300				56		42
CnA	Clarendon loamy sand, 0 to 2 percent slopes	0.60	3.2%		Illw																								34
Ra	Rains sandy loam	0.19	1.0%		Illw																								42
Weighted Average							0.6	8.1	1.4	112.4	117.8	868.4	681.8	11.3	5.4	10	0.6	3751.5	3036.9	1.4	41.1	34.1	2327.1	1.7	8.7	51.3	34.1	^n 34.5	

*n: The aggregation method is "Weighted Average using major components"
 *c: Using Capabilities Class Dominant Condition Aggregation Method
 Soils data provided by USDA and NRCS.

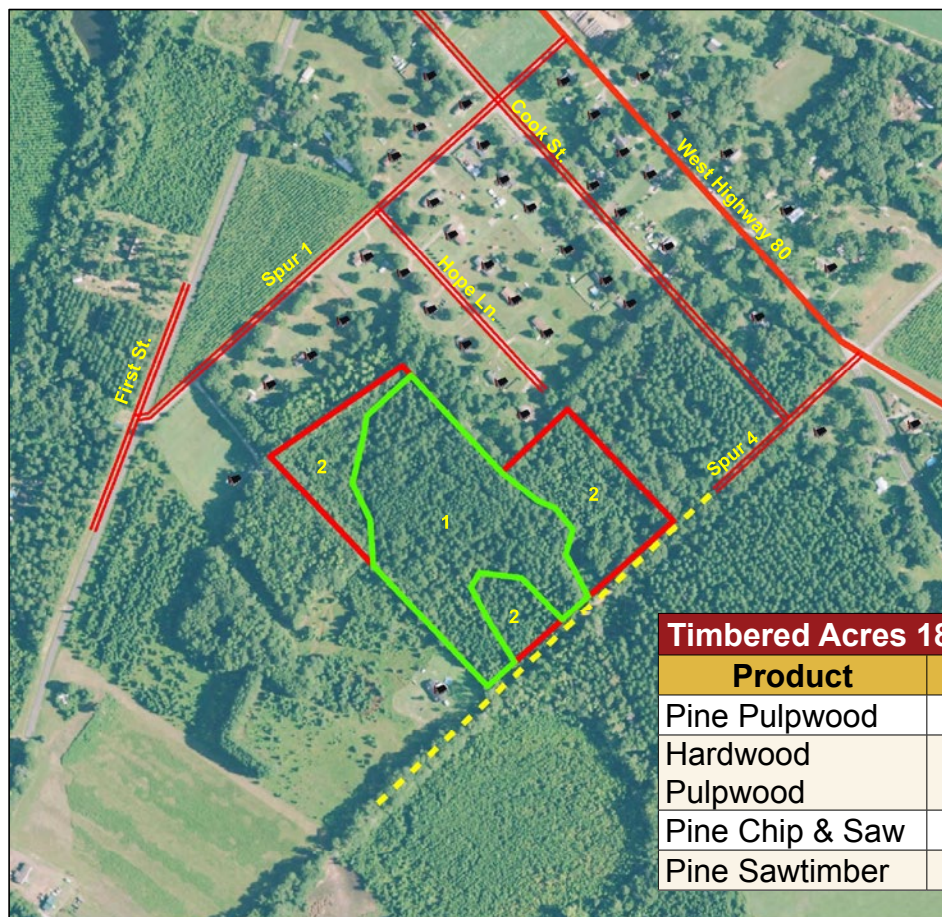
TRACT 5

Bidding Ends: November 14th, 2019



PROPERTY TIMBER VOLUME

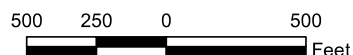
Continental Farming Company
Laurens County, Georgia
18.9 Acres



Timbered Acres 18.9 Acres	
Product	Tons
Pine Pulpwood	733
Hardwood Pulpwood	94
Pine Chip & Saw	134
Pine Sawtimber	22

Legend	
	Planted Pine
	Access Road
	Building

Stand	Timber Type	Acres
1	Planted Pine	10.4
2	Natural Timber	8.5
	Total:	18.9



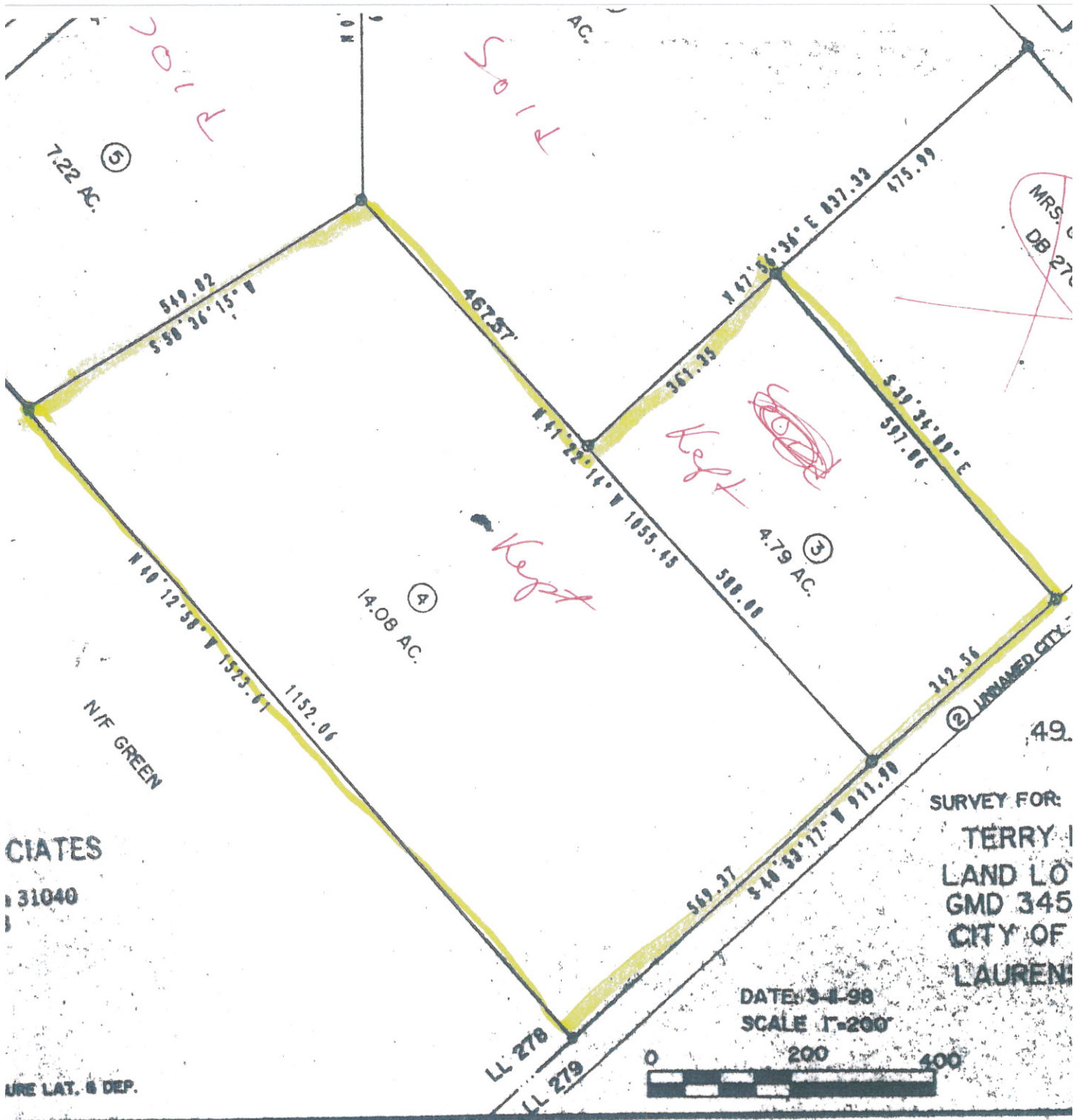
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REGIONAL LAND DEVELOPERS LIQUIDATION

18.87± ACRES

PLAT MAP



**29.4[±]
ACRES**



TRACTS 6-7

REGIONAL LAND DEVELOPERS LIQUIDATION

*Crisp
County* **AUCTION**

TRACTS 6-7

29.4[±] ACRES



Bidding Ends: November 14th, 2019

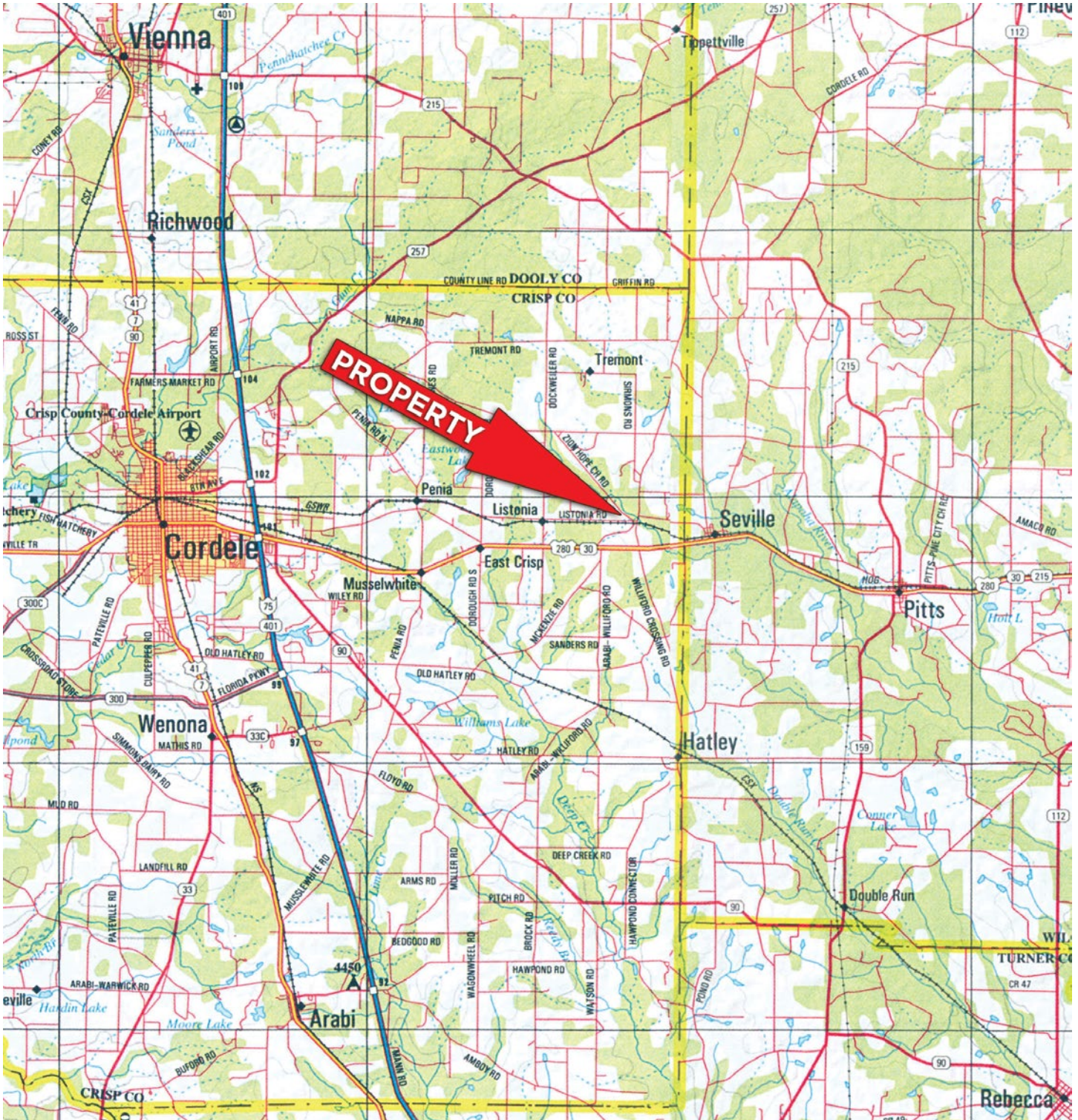
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REGIONAL LAND DEVELOPERS LIQUIDATION

29.4[±]
ACRES

PROPERTY LOCATION MAP



TRACTS 6-7

Bidding Ends: November 14th, 2019



PROPERTY AERIAL MAP

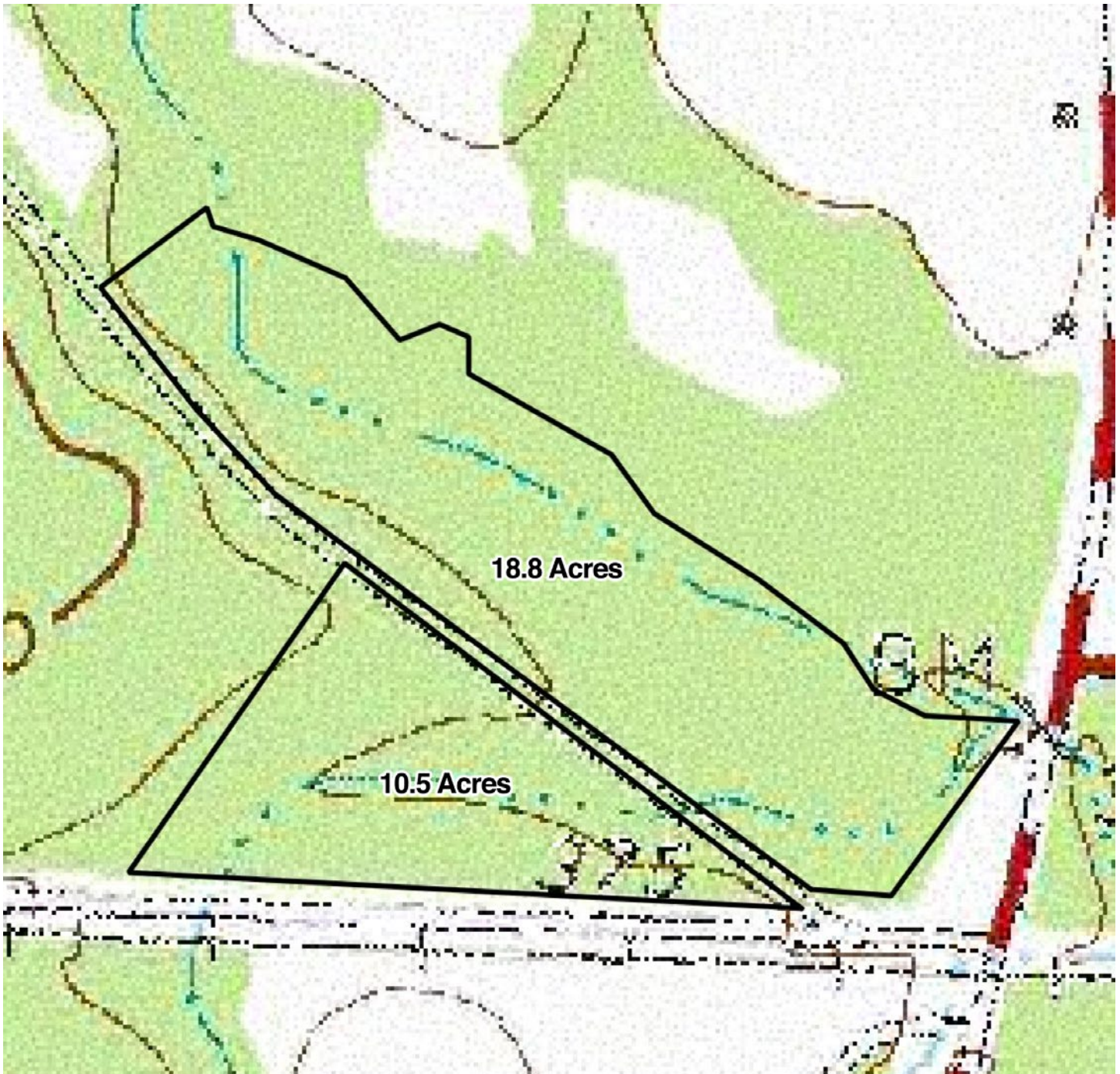




REGIONAL LAND
DEVELOPERS LIQUIDATION

29.4[±]
ACRES

PROPERTY TOPO MAP

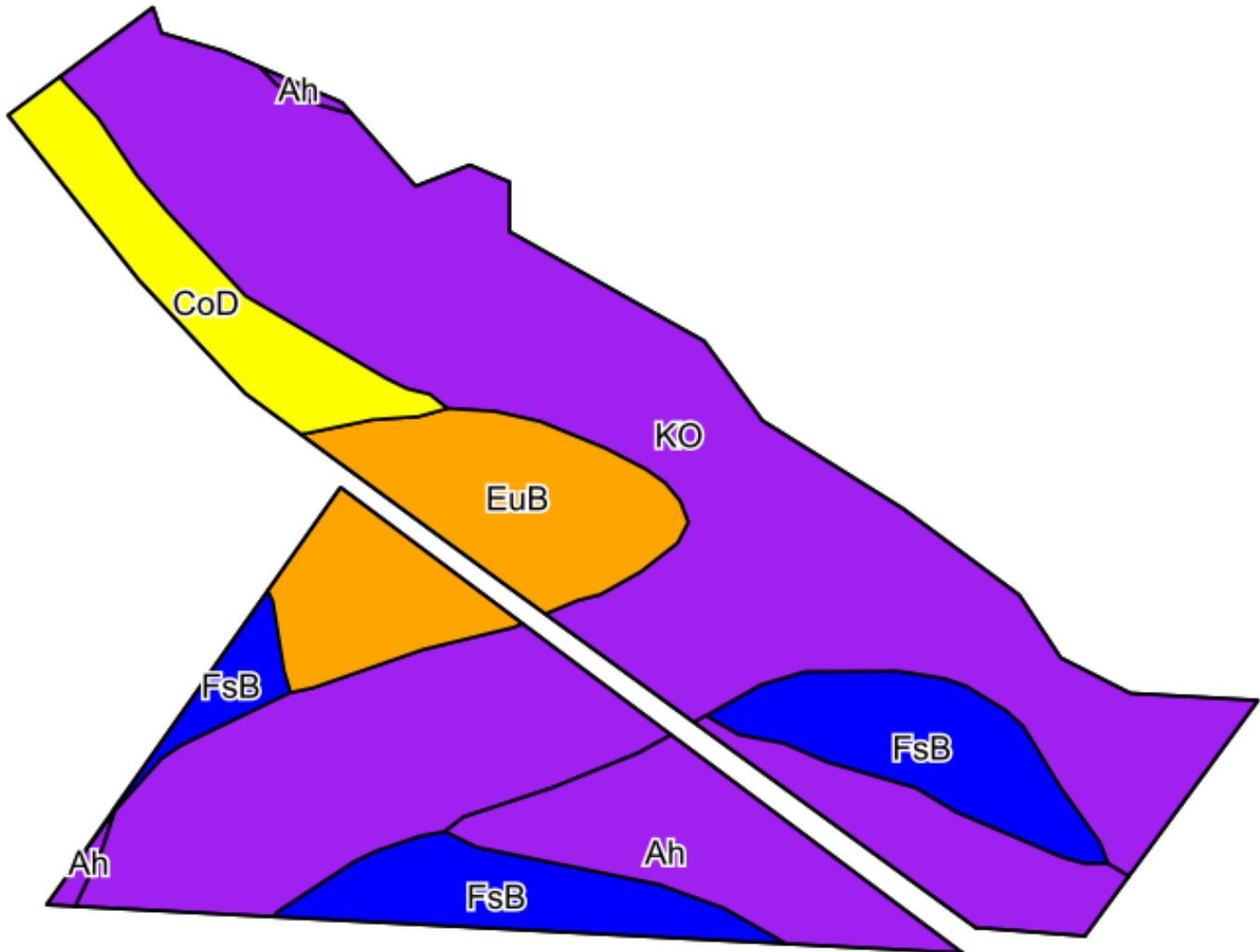


TRACTS 6-7

Bidding Ends: November 14th, 2019



PROPERTY SOIL INFORMATION



Area Symbol: GA631, Soil Area Version: 15

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Alfalfa hay	Bahiagrass	Cool season grasses	Corn	Cotton lint	Grain sorghum	Grass hay	Improved bermudagrass	Improved bermudagrass hay	Oats	Pasture	Peanuts	Pecans	Soybeans	Tobacco	Warm season grasses	Watermelons	Wheat	*n NCCPI Soybeans
KO	Kinston and Osier soils	14.51	55.7%		Vlw																			9
Ah	Alapaha loamy sand, 0 to 2 percent slopes, occasionally flooded	3.46	13.3%		Vw																			19
FSB	Fuquay loamy sand, 0 to 5 percent slopes	3.26	12.5%		Ils	2	7	4.5	85	650	90	5.5	8	4	60	8.5	3200	7	25	2400	5	4	35	23
EuB	Esto sandy loam, 2 to 5 percent slopes	3.21	12.3%		Ille		6		50	500		4	6				1700		35					34
CoD	Cowarts loamy sand, 8 to 12 percent slopes	1.59	6.1%		Ive																			21
Weighted Average						0.3	1.6	0.6	16.8	143.1	11.3	1.2	1.7	0.5	7.5	1.1	610.4	0.9	7.4	300.6	0.6	0.5	4.4	*n 15.9

*n: The aggregation method is "Weighted Average using major components"

*c: Using Capabilities Class Dominant Condition Aggregation Method



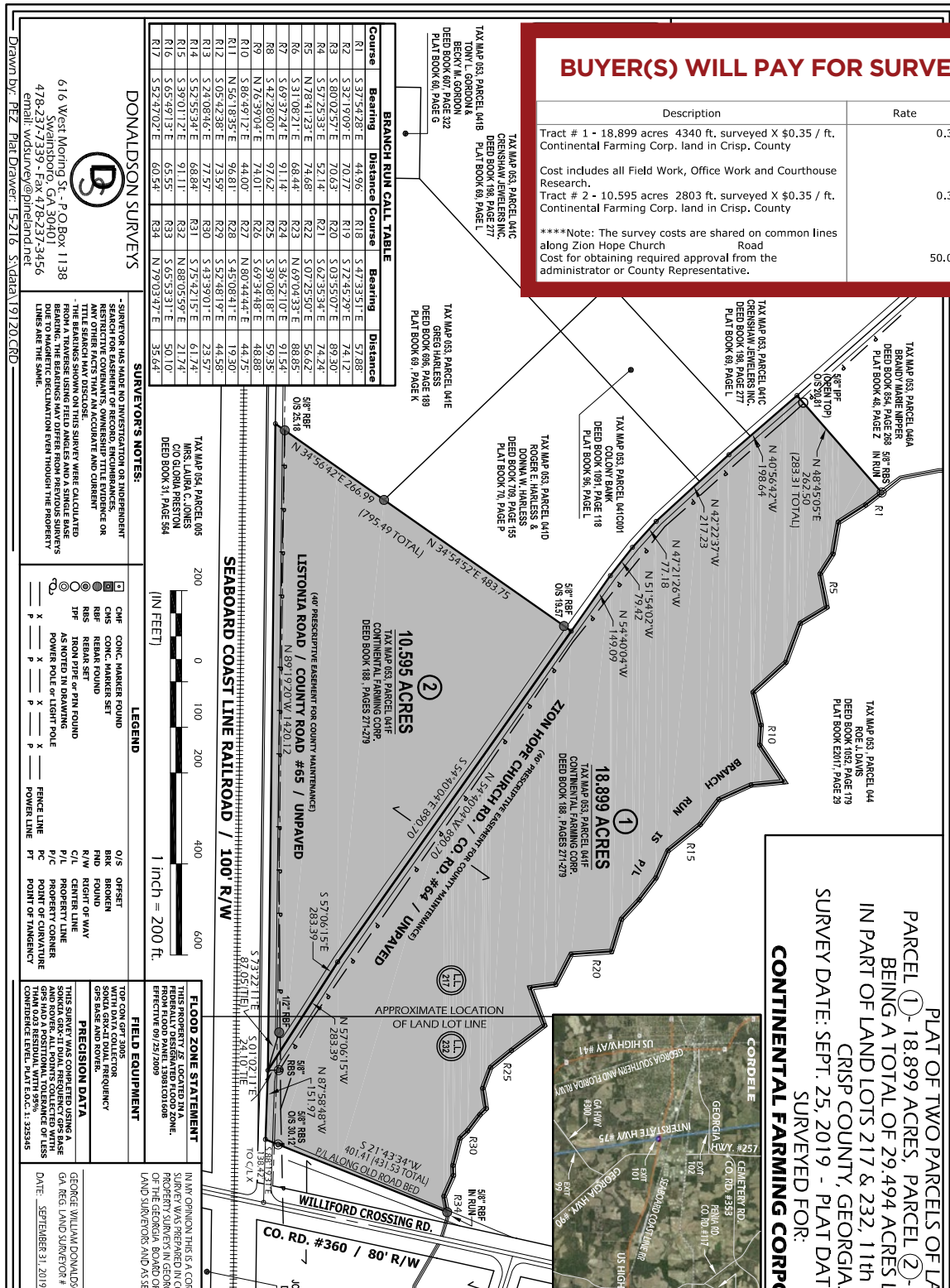
REGIONAL LAND DEVELOPERS LIQUIDATION

29.4[±] ACRES

PROPERTY SURVEY

BUYER(S) WILL PAY FOR SURVEY COSTS

Description	Rate	Amount
Tract # 1 - 18,899 acres 4340 ft. surveyed X \$0.35 / ft. Continental Farming Corp. land in Crisp, County	0.35	1,519.00
Cost includes all Field Work, Office Work and Courthouse Research.		
Tract # 2 - 10,595 acres 2803 ft. surveyed X \$0.35 / ft. Continental Farming Corp. land in Crisp, County	0.35	981.05
****Note: The survey costs are shared on common lines along Zion Hope Church Road		
Cost for obtaining required approval from the administrator or County Representative.	50.00	50.00



**174.6±
ACRES**



TRACTS 8-14

REGIONAL LAND DEVELOPERS LIQUIDATION

*Taylor
County* **AUCTION**
TRACTS 8-14
174.6± ACRES



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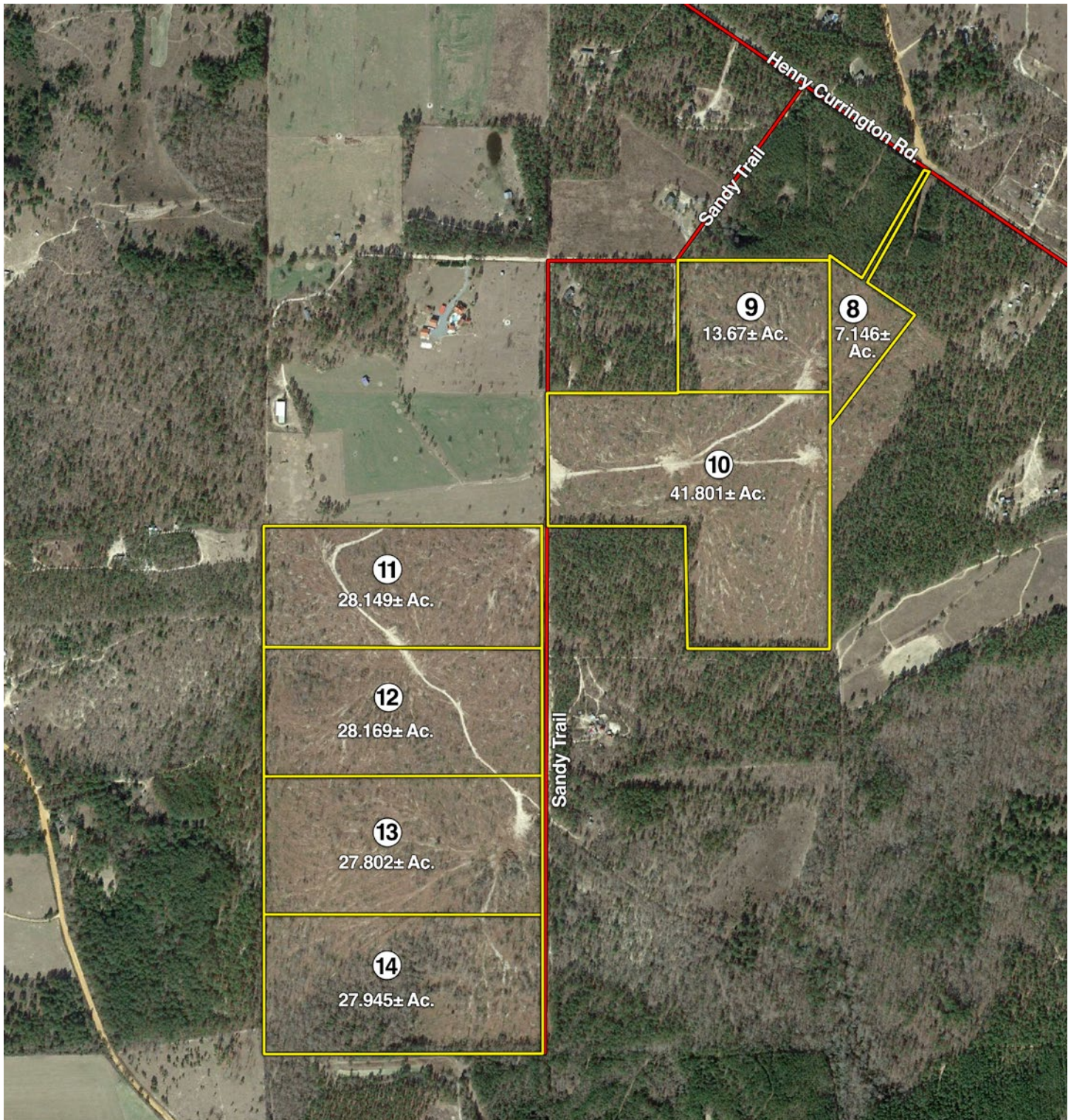
REGIONAL LAND DEVELOPERS LIQUIDATION

174.6[±]
ACRES

PROPERTY LOCATION MAP



PROPERTY AERIAL MAP

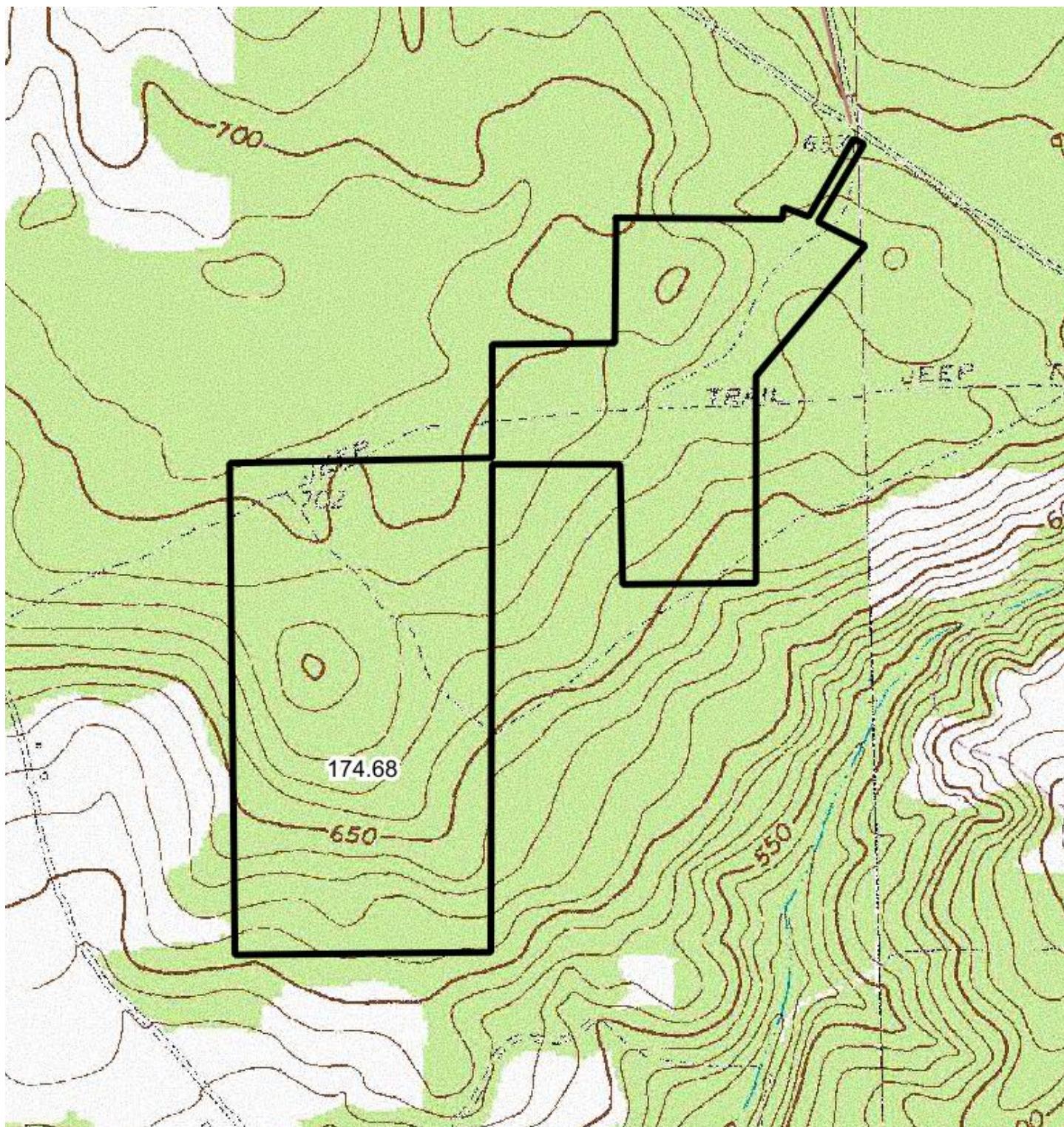




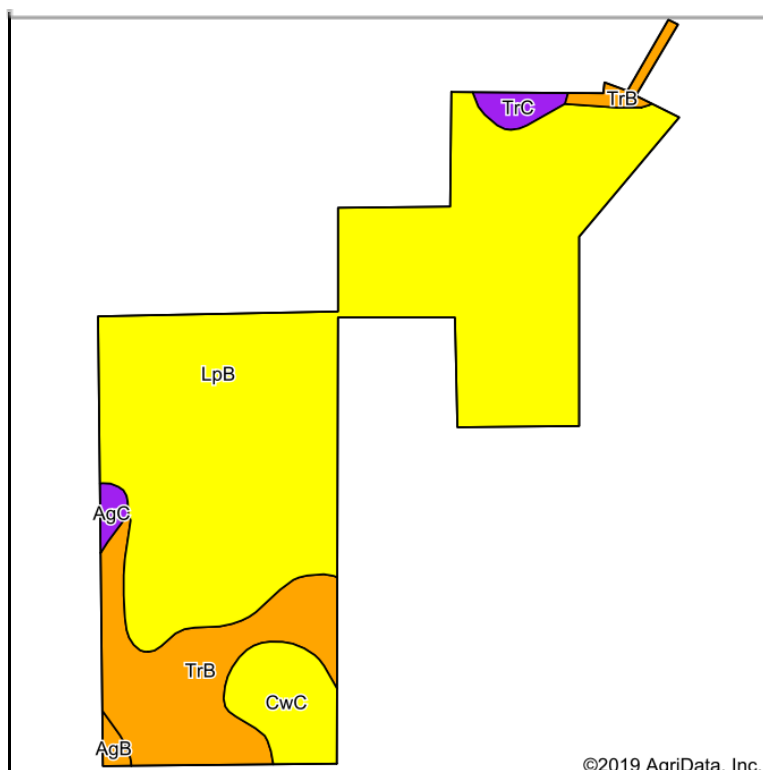
REGIONAL LAND DEVELOPERS LIQUIDATION

**174.6[±]
ACRES**

PROPERTY TOPO MAP

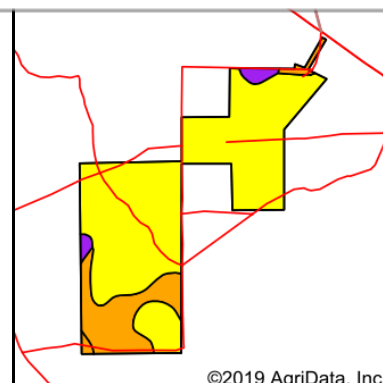


PROPERTY SOIL INFORMATION



Soils data provided by USDA and NRCS.

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State: **Georgia**County: **Taylor**Location: **32° 31' 52.86, -84° 23' 3.08**Township: **Rupert**Acres: **174.68**Date: **10/14/2019**

Area Symbol: GA630, Soil Area Version: 16

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Bahiagrass	Corn	Cotton lint	Improved bermudagrass	Peanuts	Soybeans	Wheat	*n NCCPI Soybeans
LpB	Lakeland sand, 1 to 5 percent slopes	130.48	74.7%		IVs	7	55		7	2000	20		15
TrB	Troup loamy sand, 0 to 5 percent slopes	28.62	16.4%		IIIIs	7	60	500	8	2200	25	30	20
CwC	Cowarts loamy sand, 5 to 12 percent slopes	10.78	6.2%		IVe	7	60		7	1600	20	25	19
TrC	Troup loamy sand, 5 to 12 percent slopes	2.48	1.4%		VIIs	5			7				20
AgC	Ailey loamy sand, 5 to 12 percent slopes	1.33	0.8%		VIIs	5			5				14
AgB	Ailey loamy sand, 2 to 5 percent slopes	0.99	0.6%		IIIIs	6	50	400	6	2300	20	25	15
Weighted Average						7	54.9	84.2	7.1	1966.2	20.4	6.6	*n 16.1

*n: The aggregation method is "Weighted Average using major components"

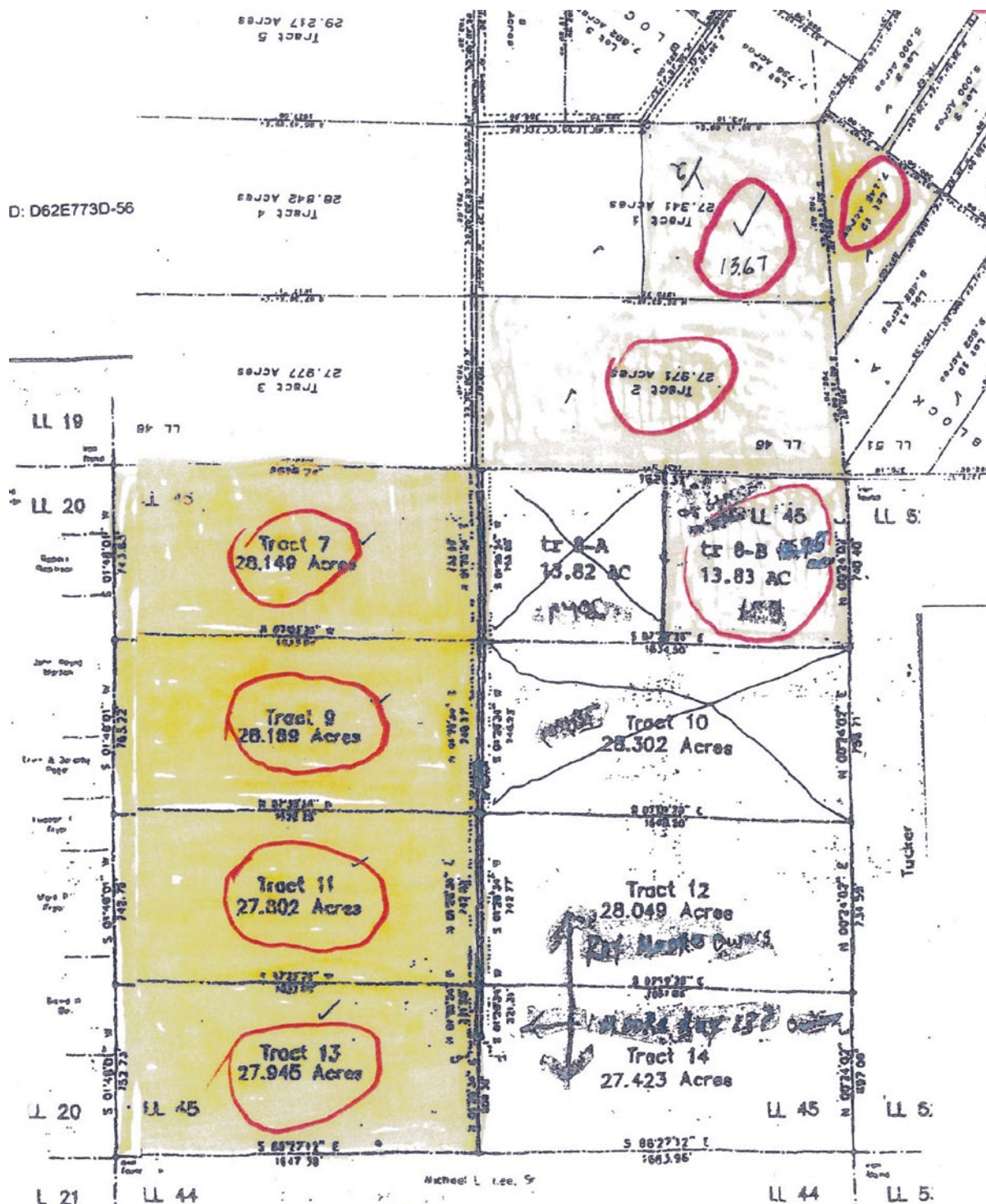
*c: Using Capabilities Class Dominant Condition Aggregation Method



REGIONAL LAND DEVELOPERS LIQUIDATION

174.6[±] ACRES

PROPERTY PLAT MAP



REAL ESTATE 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.

Winning bidders will be responsible for \$5,000.00 earnest money deposit per property. All winning bidders will be required to sign a real estate auction contract for the property and will owe their 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. ***

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 waive this automatic charge. Please call Brent Stephens (706-442-5513) for more details.

Contract and earnest money deposit must be mailed within 24 hours to:

South Auction and Realty
PO Box 134
Swainsboro, GA 30401



REGIONAL LAND DEVELOPERS LIQUIDATION

400[±] ACRES

REAL ESTATE TERMS & CONDITIONS

Broker Participation:

(2%)..... (of SAR commission), is available to registered brokers if approved by SAR. SAR will NOT pay a commission to a broker who is representing themselves or an immediate family member. Broker Participation form is available at southauction.com

Closings:

All closing costs will be paid by the buyer. The survey costs for specific tracts will also be paid by the buyer at closing.

The Emanuel County Tracts and Crisp County Tracts have been surveyed prior to the auction. The payment for these surveys will be the responsibility of the buyer and be paid at closing. The exact cost of the surveys are outline on our website and in the property information packet.

All real estate transactions will close on or before Dec. 20th, 2019.

Attorney Jerry Cadle PC, Swainsboro, GA will close the Emanuel County Tracts

Attorney Joseph Sumner PC, Dublin, GA will close the Laurens, Crisp, and Taylor County Tracts

Special Stipulations:

1. All acreage referenced in brochure, on signs, and online are estimated acres.
2. No personal property is included in this sell.
3. South Auction and Realty, INC. Nor the seller guarantees that each auction sign is accurately placed on the property being sold.
4. All sellers have the right to accept or decline any high bid. All buyers will be notified within 3 business days if their bid is accepted.
5. Please contact the auction company before inspecting the property. All inspections are at your own risk.
6. South Auction and Realty, INC. reserves the right to suspend one's bidding privileges for any reason or no reason. South Auction and Realty can elect to do so before, during, or after an auction with no notice to the bidder.
7. South Auction and Realty, INC. has the right to extend the ending date of any auction or property.
8. Any personal internet connection failures during the auction are the responsibility of the bidder. The auction will continue as normal and the item will be sold.
9. The auction company shall not be held responsible for any "missed" bids or bids unseen by the auctioneer. The bids are received immediately when they are entered. If you have a question pertaining to your bid, please contact the auction company.
10. All sales are final.
11. By bidding on any item, the bidder shows acceptance of the terms of the auction and is responsible for closing on the property if they are the high bidder when the auction time has expired.
12. The auction company reserves the right to refuse service to any person.
13. All property is sold AS IS, and ALL SALES ARE FINAL. Property is open to thorough public inspection. It is the Bidders responsibility to determine condition.
14. This auction has an EXTENDED BIDDING feature. This simply means, if there is a bid placed on the property within the last 5 minutes of the auction that will trigger the extended bidding feature. The bidding will remain open until the bidding is quiet for 5 minutes. The bidding will continue to extend as long as bids are being placed. Please call with questions.
15. South Auction and Realty Inc. makes no guarantee that any properties are suitable for septic tanks or wells. The BUYER must conduct their own examination/inspection of any property prior to bidding.

REAL ESTATE TERMS & CONDITIONS

*DISCLAIMER –Property is being sold AS IS. We highly encourage an inspection of the property prior to bidding. Auctioneer can bid on behalf of seller. All properties are selling subject to seller confirmation. By bidding on the property all buyers are responsible for closing on the property. By bidding in the auction, you are acknowledging that you agree to the terms and conditions. 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. All property is selling as-is, where-is with all faults and is selling subject to easements, leases, restrictions, covenants, conditions, zoning and all other matters revealed be a current survey or an inspection of the property or contained in public records. It is the bidder's responsibility to determine the information contained herein is accurate. Each bidder must conduct and rely on their own inspection and investigation. All property is sold as it lies at the time of the auction. The auction company strictly represents the sellers. All inspections are the responsibility of the buyer.



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REAL ESTATE CONTRACT

AUCTION REAL ESTATE SALES CONTRACT November 14th, 2019

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 _____ County, Georgia, being all or a portion of that property being commonly identified on Tax Map No. _____, 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:

1. 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		\$	-	

2. **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:**

- i. **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.

REAL ESTATE CONTRACT

- ii. **Disbursement of Earnest Money:** **Auctioneer** is authorized to disburse the earnest money upon the following events:
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.



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REAL ESTATE CONTRACT

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. 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 **December 20th, 2019**. **Seller** has the right to extend the closing 45 days, if needed.
3. All closings shall be conducted by: -----, 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.

REAL ESTATE CONTRACT

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.
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:** Buyer shall pay for the survey costs of specific properties outlined in property information packet.

PURCHASER

Signature: Purchaser

Print Purchaser's Name

Address

City, State, Zip

Cell Phone Number

Email Address

SELLER

Signature: Seller

Print Seller's Name

Address

City, State, Zip

Cell Phone Number

Email Address

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

Signature: SOUTH AUCTION AND REALTY

AUCTIONEER – GAL 3022/Real Estate License 279973



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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 be working 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