

AUCTION INFORMATION PACKAGE



**Four Oaks
Realty & Auction**
(256) 502- 9905

**725 Main Street West
Hartselle, Alabama 35640
Mark Hampton GPPA, AAL #5114
Dwight Tankersley, AAL #5325
www.AlabamaAuctionServices.com**

Office 256-502-9905

Dwight 256-345-7831 Mark 256-565-5907

AUCTION TERMS AND CONDITIONS

1. **PROPERTY TO BE AUCTIONED:** 110 Short Street SE, Hartselle, AL 35640
2. **SELLER(S):** Gilbert Group
3. **DATE AND LOCATION OF AUCTION:** Online Only Auction Ends August 30, 2016 at 2:00pm. Auction will be extended by five minutes for any bid placed in the last five minutes. Auction will continue to be extended until no more bids are placed. Preview/Open House Tuesday August 23rd from 2to5pm or by appointment.
4. **TERMS OF SALE:**

Real Estate:

A ten percent (10%) buyer's premium will be charged and added to the Buyer's bid price to determine the purchase price for all property sold at auction. The purchase price of the property, including the buyer's premium, will be payable in cash or certified funds as follows: (a) earnest money based on ten percent (10%) of the purchase price will be payable within 24 hours or the close of the auction; and (b) the balance of the purchase price will be payable at the Closing of the sales transaction. The following is an outline of the terms of sale:

OUTLINE OF TERMS OF SALE

High Bid Amount	\$_____
Buyers Premium (10%)+	\$_____
Purchase Price	\$_____
Earnest Money (10%)-	\$_____
Balance Due At Closing	\$_____

The Buyer's obligation to close the sales transaction will not be contingent on Buyer's ability to obtain financing. The earnest money will be nonrefundable, except as otherwise provided in the Real Estate Sales Contract, hereinafter described.

If you are the High Bidder on any of the property offered for sale , you will sign a contract at the conclusion of the online auction.

5. **CONDUCT OF AUCTION.** United Country reserves the right to post additional Terms and Conditions of the auction during the course of the auction. All bidders will be bound by announcements posted during the auction, even though a bidder may not have actually saw the posting. The Real Estate Sales Contract for the purchase and sale of the property shall represent the final terms of sale.

In the event of a dispute over any matter of the Auction, United Country shall have the absolute and sole right to make the final decision to resolve the dispute and will also have the right to either accept or reject the final bids or re-open the bidding. Increments of bidding are at the direction of United Country and the Auctioneer conducting the auction. United Country reserves the right to place bids for someone who is unable to bid online. If you need help bidding please contact our office. Employees, Agents or Brokers of United Country may bid on the auction. Bidding will be extended by 5 minutes when a bid is received in the last five minutes of the auction. Bidding extensions will continue until there are no more bids placed. United Country employees, agents, brokers and auctioneers reserve the right to bid in this auction. United Country reserves the right to cancel auction up to the close of bidding.

6. **ORDER OF AUCTION.** Property to be sold as a whole.
7. **BACK-UP BIDS.** An unsuccessful bidder may make a back-up bid to purchase the property in the event of default by the high bidder. A Back-up Bidder Form for that purpose will be provided by United Country, through its representatives at the request of the unsuccessful bidder.
8. **CLOSING.** The sale of the property shall be closed and the deed delivered on or before 30 days from execution of contract. The law firm of the sellers choice in Decatur, AL will handle the closing.. The closing will be held in their office. Funds for closing will have to be wired to the attorney's office.
9. **CLOSING COSTS AND PRORATIONS.** All costs associated with the Closing of the transaction evidenced hereby shall be paid by the buyer. Ad valorem property taxes for the then-current tax will be pro-rated between the Seller and Buyer as of the date of the Closing. All property taxes applicable to the property for prior tax years remaining unpaid at the time of the Closing shall be paid in full by Seller prior to or at the time of the Closing. Any tax arising from a change in use of the property, which results in rollback tax shall be borne by Buyer.

- 10. CONDITION OF PROPERTY.** The property shall be sold "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS". Seller and United Country make no representations or warranties, express or implied, regarding the fitness, suitability or condition (environmental, structural or otherwise) of the property. Seller and United Country shall have no duty, liability, obligation and/or responsibility to Buyer or any other person or entity regarding the fitness, suitability or condition (environmental, structural or otherwise) of the property. Seller disclaims any and all warranties as to the status of mineral rights affecting the property, environmental conditions, availability of utilities, zoning, accesses to the property, or quantity of land in the property.
- 11. PROPERTY INSPECTION.** It is the Buyer's responsibility to inspect the property prior to the auction. Buyer's must rely on their own information, judgment, inspections and any public records concerning the property. The failure of the Buyer to be fully and adequately informed as to the condition of the property will not constitute grounds for adjustment of the price or withdrawal of the buyer's bid for the property, or return of any earnest money paid in connection with the sale of the property.
- 12. CONVEYANCE.** Seller shall convey to the Buyer of any property sold at auction good and marketable fee simple title to such property by Statutory Warranty Deed subject only to (i) current city, state and county ad valorem taxes not yet due and payable; (ii) easements for the installation or maintenance of public utilities serving the property; (iii) easements and restrictions of record; (iv) rights of way for public roads; (v) subdivision regulations and zoning ordinances of applicable governmental entities; (vi) matters of survey, and (vii) such other matters, if any, as may be acceptable to the Buyer, all of which items collectively are the "Permitted Exceptions".
- 13. TITLE INSURANCE.** Title Insurance will be at the Buyer's expense.
- 14. DISCLAIMER.** Seller and United Country (Or United Countries associated salespersons and the closing attorneys) make no representation relative to (a) the legal and tax consequences of the purchase or ownership of the property; (b) the availability of utilities or sewer service; (c) the environmental status of the property; (d) the investment or resale value of the property; (e) the quantity of land comprising the property; (f) the status of the title of property; (g) the status of mineral rights to the property; or (h) matters of survey affecting the property.

- 15. REAL ESTATE SALES CONTRACT.** Real estate sales transactions arising out of the auction shall be evidenced and governed by the Real Estate Sales Contract attached hereto, which shall be executed by Seller and the Buyer of the property at the auction. The terms of the Real Estate Sales Contract are controlling in the event of any perceived inconsistency between its terms and any statements in these Auction Terms and Conditions or any advertisement or other material concerning the property or the auction. It is therefore recommended that all bidders carefully review the attached Real Estate Sales Contract before the commencement of the auction.
- 16. BIDDER REGISTRATION.** All bidders must register with United Country before the auction. By registering in person at our office or online bidder acknowledges receipt of the terms and conditions.
- 17. BROKER PARTICIPATION.** A qualified, duly licensed Alabama real estate broker whose prospect is the successful bidder at the auction, and who closes the sale of the property, will be entitled to receive a commission based on 2% of the prospect's opening bid for the property, excluding the buyer's premium, and 1% of the difference between the prospect's opening bid and the prospect's successful bid for the property, also excluding the buyer's premium. To qualify for the commission, a broker must first register the prospect, using the attached "BROKER PARTICIPATION REGISTRATION FORM", printed on the broker's letterhead, mailed, faxed or hand delivered to United Country. The registration must include the signatures of the broker and prospect, the broker's real estate license number. The registration must be received by United Country at least 48 hours prior to online bidding ending. The registration must be received by United Country before the buyer registers to bid online. The buyer's first bid online will be considered their opening bid. The buyer must place their opening bid online at least 24 hours before the scheduled close of bidding. The buyer/bidder will still need to complete the online registration process. UNDER NO CIRCUMSTANCES WILL BROKER REGISTRATION BE ALLOWED ON THE LAST DAY OF BIDDING FOR THE AUCTION. In addition, to qualify for a commission, must have shown the property to the prospect before the auction, and the sale of the property to prospect must close. A BROKER CANNOT ACT AS A PRINCIPAL AND BROKER ON THE SAME TRANSACTION.
- 18. AGENCY.** United Country Auctions is acting exclusively as an agent for the Seller. United Country is not acting as an agent for the buyer with respect to any transaction contemplated under these terms and conditions. United Country has the exclusive right to list and sell the property put up for sale at the auction. All negotiations concerning the sale of the property must be conducted through United Country Four Oaks Realty.

PROPERTY INFORMATION

- **Property Location:** The property is located at 110 Short Street SE, Hartselle, AL 35640. It is in Morgan County inside the Hartselle City Limits.
- **Property Size/Boundaries:** The property is approximately 1 acre. It has 165 feet of road frontage on Short St. Please see the included tax maps for more information.
- **Zoning:** The property is zoned M1 manufacturing by the City of Hartselle. A copy of the zoning regulations is included in this package.
- **Utilities Information:** Hartselle Utilities provides, Electric, Natural Gas, Water, and Sewer. Electric is 120-240 volt 3 phase. Up to 600 amp service available.
- **Information:**
 - Property was the former location of United Stage Equipment.
 - Over 32,000 Square Feet under roof. Buildings are connected. Building Layout is included in this package.
 - 3172 SF Office Area with 7 Offices, 2 Conference Rooms, Reception Area, and 2 Bathrooms,
 - Behind the Office is 7952 sf (space divided) with 2626 sf adjacent space that was used as a paint room. Upstairs is a 10,0114 sf space with Break Room, Large Bathroom, Storage Room, Small Work Space, Large Work Space. Roll Up Door Access to Loading Dock from the second floor. Plus a 3rd and 4th floor with 252sf.
 - At the rear is a 7800 sf Building with Loading Dock. Large Door with ramp to ground level.
 - 24x70 Covered Loading Dock
 - 20x106 Lean To attached to the Rear Building
 - Property is Fenced.
 - Possible encroachment of Railroad Right of Way. Please refer to included tax maps.
- **Assessed Value/Tax Parcels:** Morgan County Revenue Commissioner has assessed the property at \$190,100. The property is in 2 tax parcels: 15-01-11-3-007-027.000 & 15-06-14-2-002-022.000
- **Environmental:** Phase II Environmental Site Assessment Document Available for Review

PROPERTY INFORMATION

CONDITION OF HEATING & COOLING

	Area	Unit Type	Heat	A/C	Status
1	Office Building	Carrier	Gas	Elec	Heat Exchange Bad- A/C Good
2	Upstairs East Wall	Carrier	Gas	Elec	Unit stuck in heat mode condition unknown
3	Upstairs East Wall	Carrier	Gas	Elec	Heat Exchange Bad-A/C Good
4	Upstairs North Wall	American	Gas	Elec	A/C Good- This unit does not have gas line run to it
5	Upstairs North Wall	American	Gas	Elec	A/C Good
6	Upstairs Office	American	Elec	Elec	All Good
7	Warehouse	Hanging Units	Gas	None	not checked out
Gas has been shut off and lines would have to be replaced/repared to pass inspection and also to improve existing line layout					
None of the gas heat has been checked as gas has been turned off- All units have been inspected and two of the units have bad heat exchangers.					
Billy Tillman of Tillman Plumbing and Gas has looked over the gas lines and is familiar with the layout. Phone 256-773-2776					

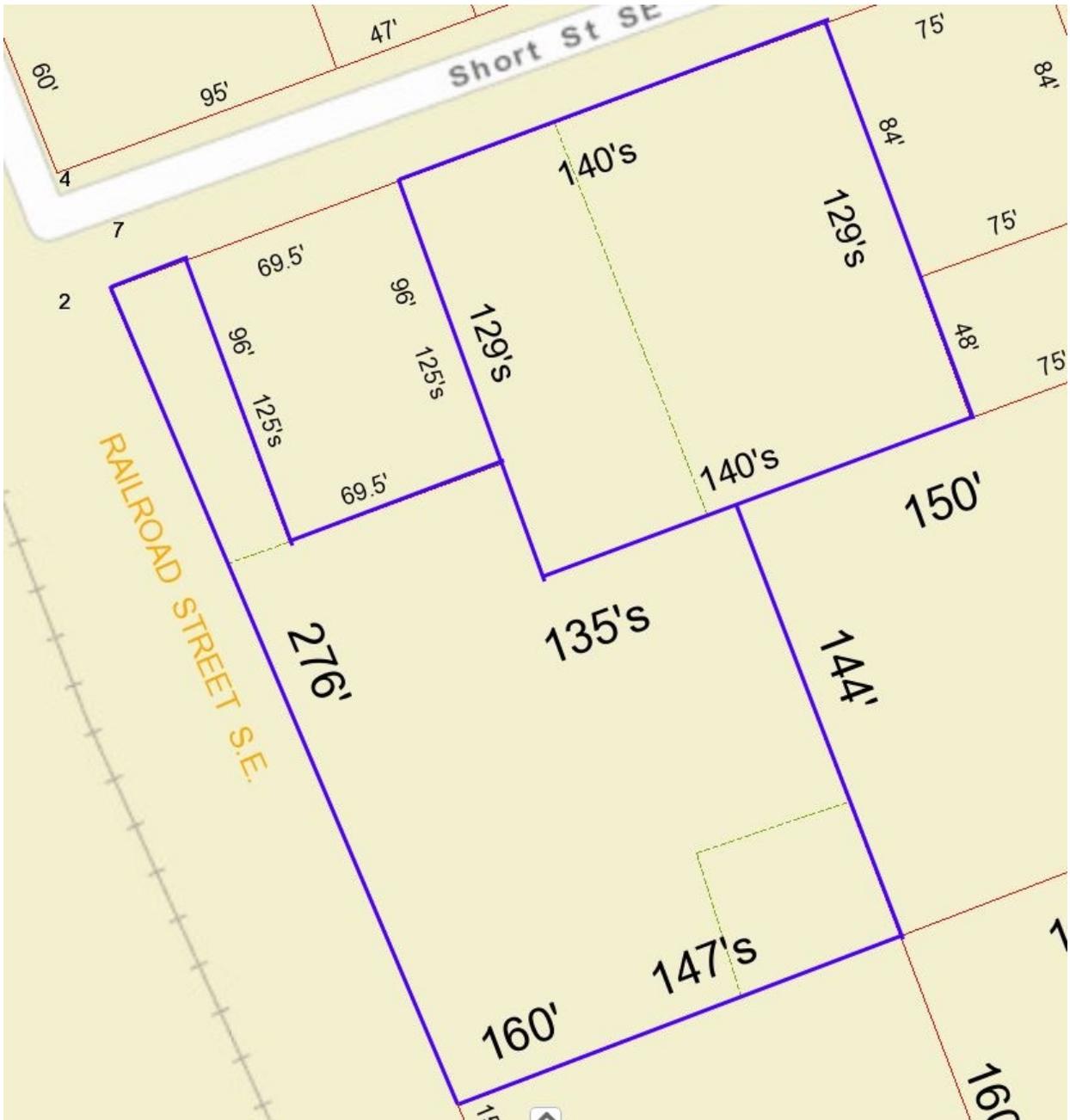
PROPERTY INFORMATION

- **Special Assessment:** None
- **Financing:** Closing of sale is not contingent upon financing.
- **Buyers Premium:** A ten percent (10%) buyer's premium will be charged and added to the Buyer's bid price to determine the purchase price for the property.
- **Earnest Money:** Earnest money based on ten percent (10%) of the purchase price will be payable at the end of the auction. Earnest money is **nonrefundable** unless the seller cannot provide clear title to the property.
- **CLOSING COSTS AND PRORATIONS.** All costs associated with the closing shall be paid by the buyer. Ad valorem property taxes for the then-current tax will be pro-rated between the Seller and Buyer as of the date of the Closing. All property taxes applicable to the property for prior tax years remaining unpaid at the time of the Closing shall be paid in full by Seller prior to or at the time of the Closing.
- **CONDITION OF PROPERTY.** The property shall be sold "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS". Seller and United Country make no representations or warranties, express or implied, regarding the fitness, suitability or condition of the property. Seller and United Country shall have no duty, liability, obligation and/or responsibility to Buyer or any other person or entity regarding the fitness, suitability or condition (environmental, structural or otherwise) of the property. Seller disclaims any and all warranties as to the status of mineral rights affecting the property, environmental conditions, availability of utilities, zoning, accesses to the property, or quantity of land in the property.
- **Agency:** United Country Auctions is acting exclusively as an agent for the Seller. United Country is not acting as an agent for the buyer with respect to any transaction contemplated under these terms and conditions. United Country has the exclusive right to list and sell the property put up for sale at the auction. All negotiations concerning the sale of the property must be conducted through United Country Four Oaks Realty.
- **Information Source:** Morgan County Revenue Commissioner, Morgan County Probate Judge's web sites., City of Hartselle Website. All information is believed to be accurate but the Buyer's must rely on their own information, judgment, inspections and any public records concerning the property.

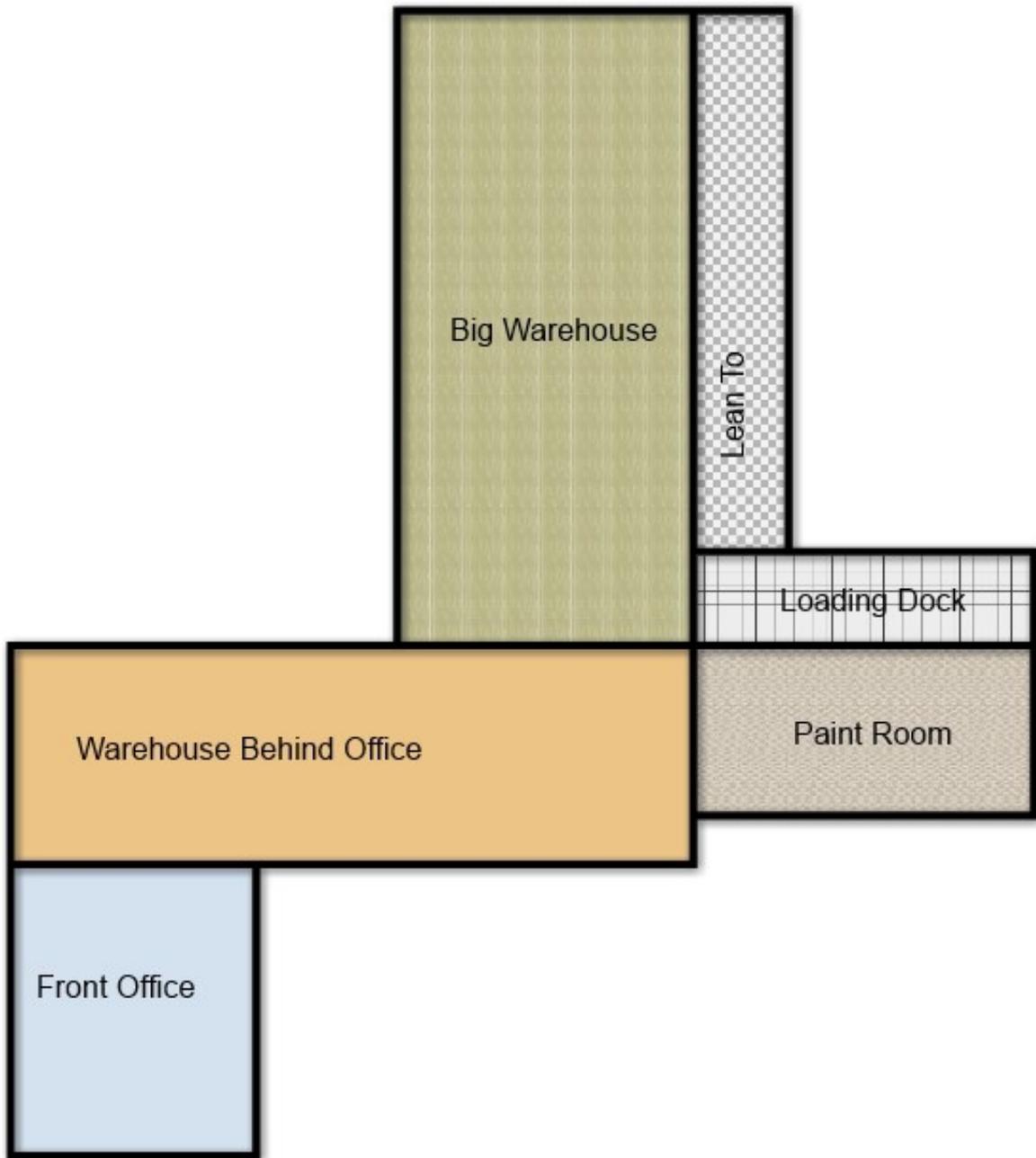
PROPERTY INFORMATION TAX MAP



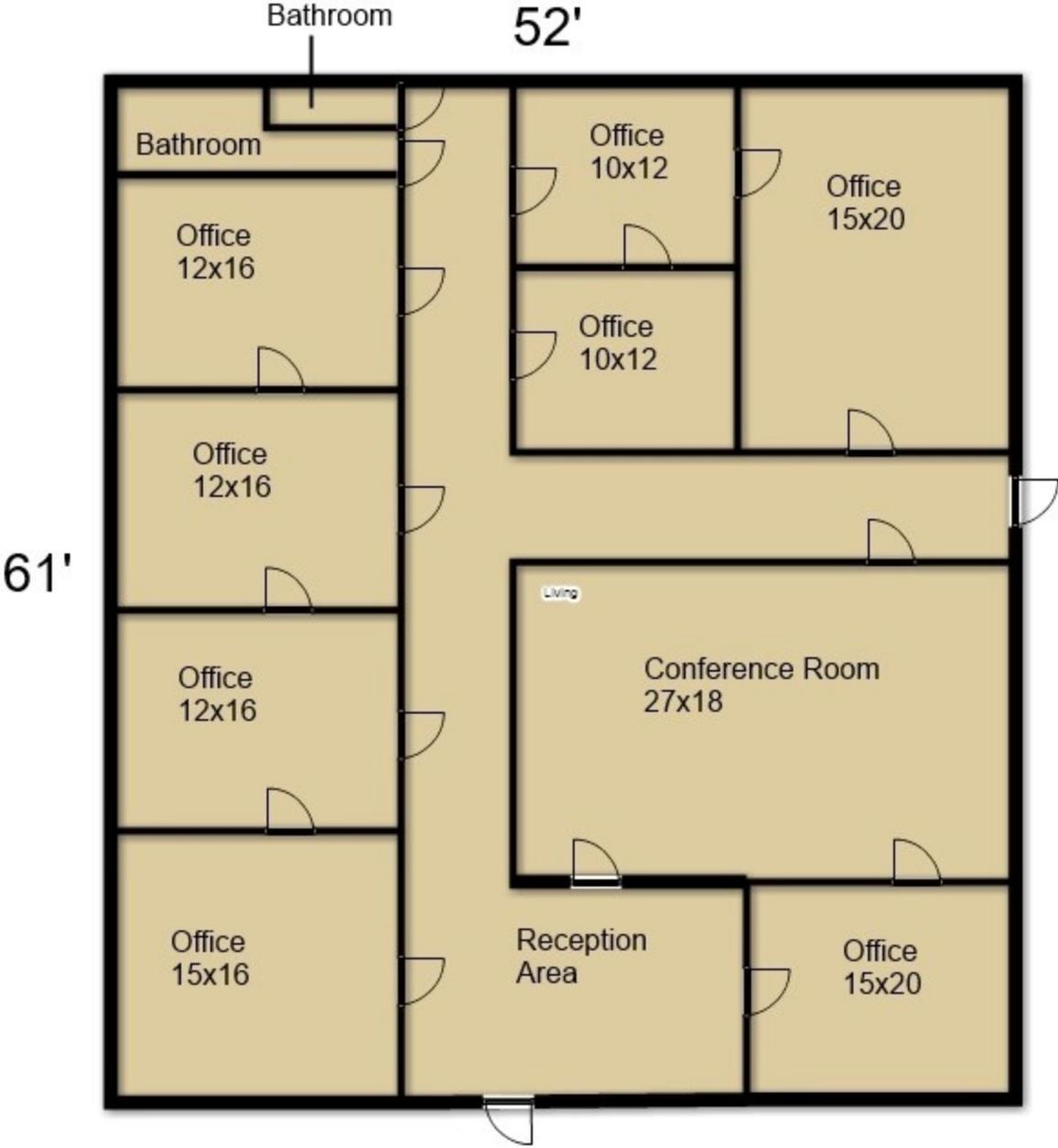
PROPERTY INFORMATION TAX MAP



BUILDING LAYOUT

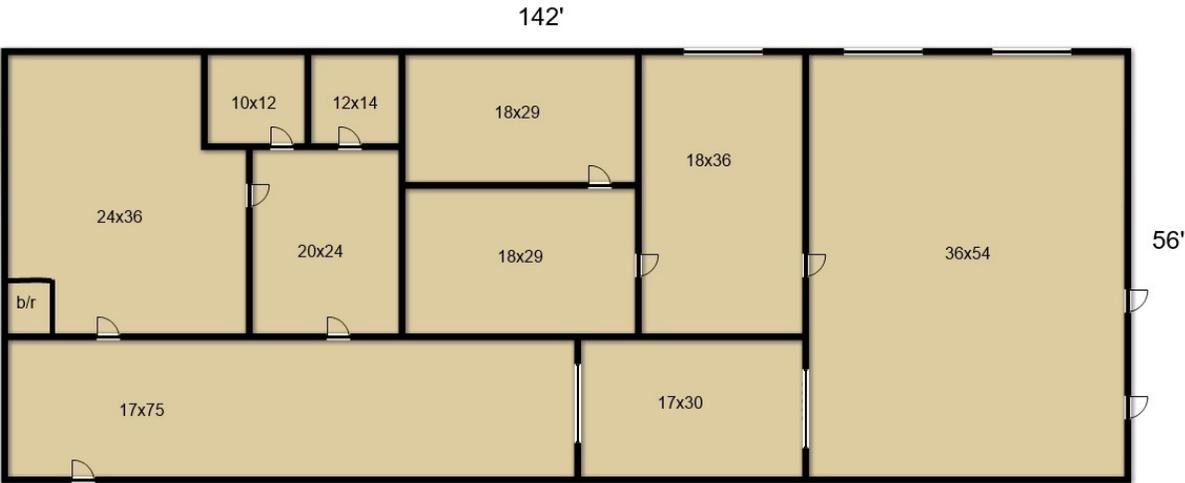


OFFICE FLOOR PLAN

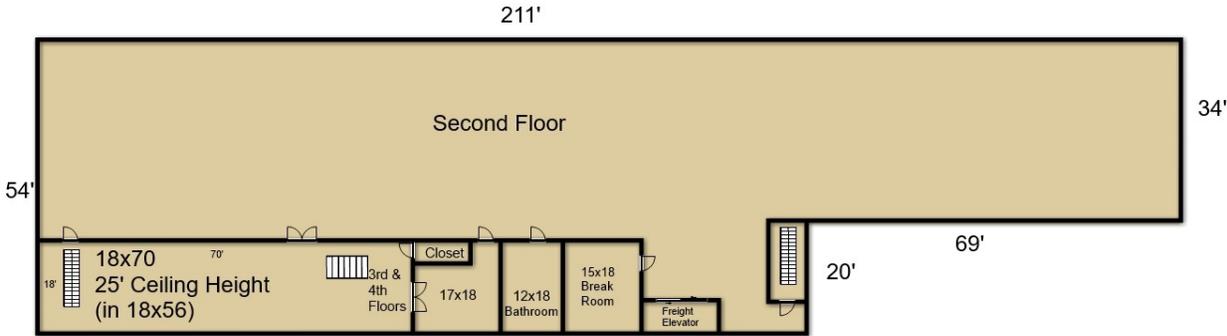


Office Area 3172 Square Feet

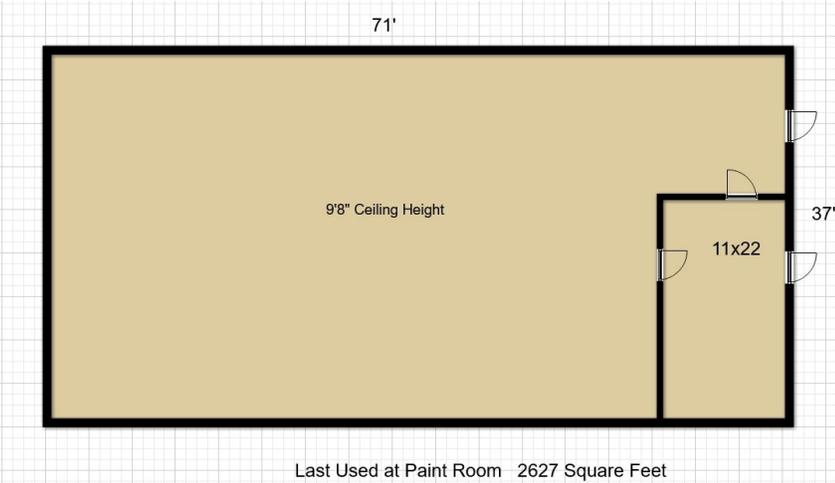
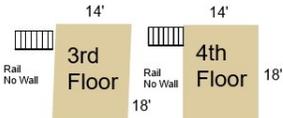
FLOOR PLAN OF AREA BEHIND MAIN OFFICE



Warehouse Behind Office 7952 Square Feet 9' Ceiling Height

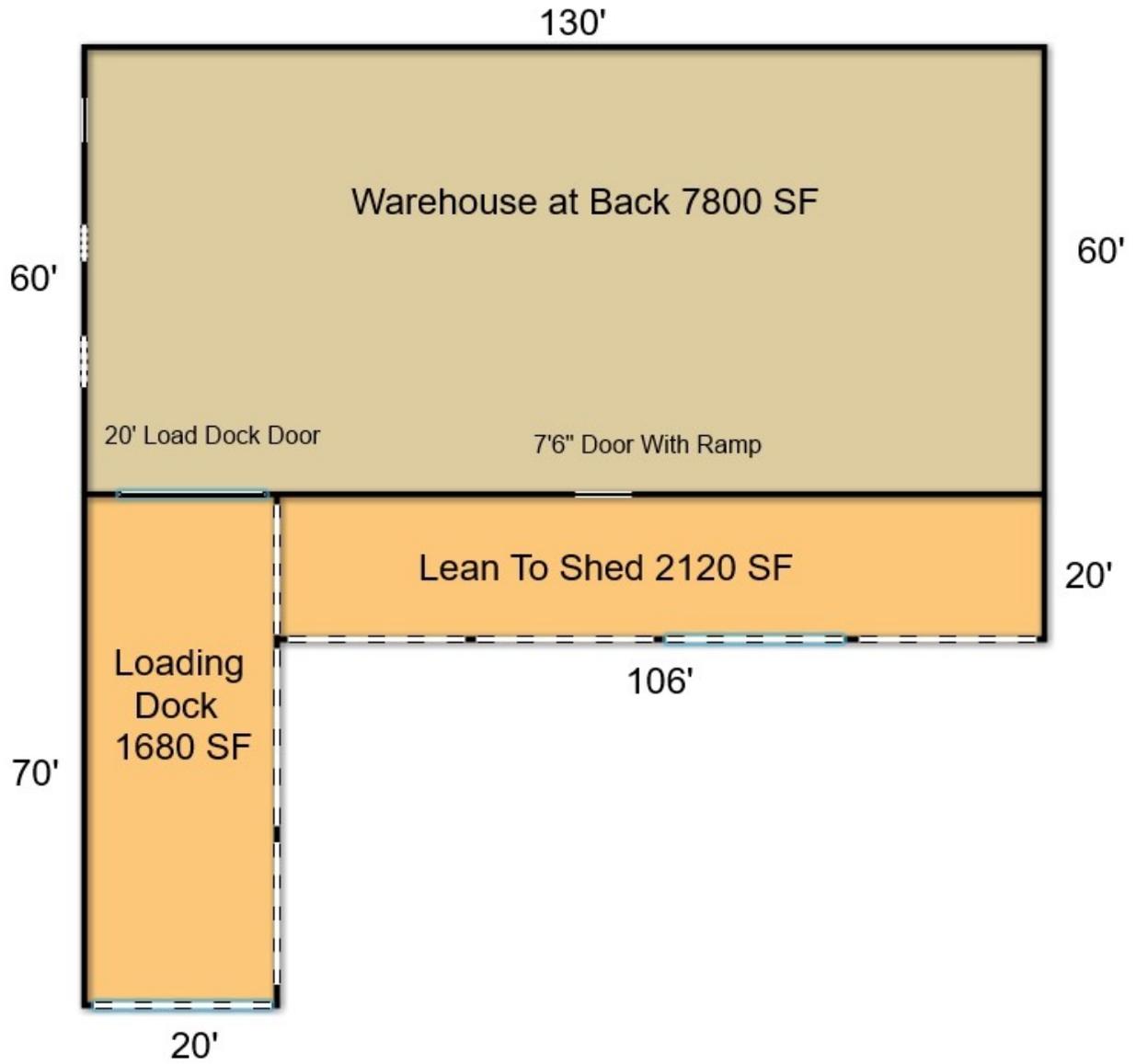


Upstairs Second Floor 10,014 Square Feet
Third Floor 252 Square Feet
Fourth Floor 252 Square Feet



Last Used at Paint Room 2627 Square Feet

LAYOUT OF LARGE WAREHOUSE AT REAR





Amanda G. Scott, CPA
 Revenue Commissioner
 Morgan County



Property Appraisal Link

MORGAN COUNTY, AL

Current Date 7/21/2016

Tax Year 2016

OWNER INFORMATION

PARCEL	15-01-11-3-007-027.000	PPIN 035266	TAX DIST 09
NAME	GILBERT GROUP		
ADDRESS	830 MT. ZION ROAD HARTSELLE AL 35640		
DEED TYPE 1	BOOK 2015	PAGE 0003186	
PREVIOUS OWNER	HOWELL, ARTHUR GEORGE, III		
LAST DEED DATE	4/17/2015		

DESCRIPTION

LOT 124 EXC E 75' & E 50' OF
 LOT 125 ROUNDTREE PLAN OF HART
 LYING IN SW1/4 SEC 11 & NW1/4

PROPERTY INFORMATION

PROPERTY ADDRESS	110 SHORT ST SE		
NEIGHBORHOOD	DIST09	HARTSELLE	
PROPERTY CLASS	SUB CLASS		
LOT BLOCK			
SECTION/TOWNSHIP/RANGE	11-07S-04W		
LOT DIMENSION			ZONING
COMMENTS	UNITED STAGE EQUIPMENT		

PROPERTY VALUES

LAND:	23300	CLASS 1:	TOTAL ACRES:
BUILDING:	157400	CLASS 2: 180700	TIMBER ACRES:
	=====	CLASS 3:	
TOTAL PARCEL VALUE:	180700		

DETAIL INFORMATION

CODE	TYPE	REF METHOD	DESCRIPTION	LAND USE	IC	Hs	Pn	MARKET VALUE	USE VALUE
M	LAND	1	FF FRONT FOOT 140 X 129	9999-	2	N	N	23300	
	BLDG	1	C 600 SERVICE/SHOP (LOW PARTIT	-	2	N	N	157400	



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Amanda G. Scott, CPA
 Revenue Commissioner
 Morgan County



Property Appraisal Link

MORGAN COUNTY, AL

Current Date 7/21/2016

Tax Year 2016

BUILDING APPRAISAL			
PARCEL	15-01-11-3-007-027.000	PPIN 035266	TAX DIST 09
NAME	GILBERT GROUP		
BUILDING 1		CLASS	C
STRUCTURE CODE	600 -	SERVICE /SHOP	(LOW PARTITION)
AREAS:	BASE	TOTAL ADJUSTED	ADDITIONAL AREA
	21767	33554	
ACTUAL YEAR BUILT...	1955		
CLASS 2	HOMESTEAD N	PENALTY	N

SUMMARY OF IMPROVEMENT CALCULATIONS - STRUCTURE CLASS R AND C			
EXTERIOR	CORR METAL C B PLAIN	INTERIOR	WOOD PANEL
ROOF TYPE	FLAT SHED HIP-GABLE	FLOORS	SINGLE PINE CONC ON GRA CONC & A TI
ROOF MATERIAL	METAL,CORRUBU T&G	PLUMBING	NONE
HEAT	GRAVITY FHA/AC	ELECTRIC	MAXIMUM
EXTRAS	RESTROOM 2		
BASIC AREA		21767	
UNITS: CONST	81	SPECIAL	
CLASS D- CLASS UNITS			
= TOTAL UNITS			81
X RATES:BASE	34.35	ADJ.	27.82
X INDEX	1.030	COST/SF	30.22
X ADJUSTED AREA			33554
= BASIC COST			984384
+ EXTRA FEATURES			50912
= ADJUSTED COST			1013916
PHYSICAL DEPRECIATION		70	
FUNCTIONAL DEPRECIATION		25	
ECONOMIC DEPRECIATION		90	
X CONDITION			16 %
= DEPRECIATED COST			162227
FINAL VALUE			157400
PRIOR YEAR VALUE			157400
NEIGHBORHOOD		DIST09	.97
YEAR BUILT	1955	AGE	60
EFFECTIVE YEAR BUILT	1955	AGE	60

[View Tax Record](#)

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Amanda G. Scott, CPA
 Revenue Commissioner
 Morgan County



Property Appraisal Link

MORGAN COUNTY, AL

Current Date 7/21/2016

Tax Year 2016

OWNER INFORMATION			
PARCEL	15-06-14-2-002-022.000	PPIN 039771	TAX DIST 09
NAME	GILBERT GROUP		
ADDRESS	830 MT. ZION ROAD HARTSELLE AL 35640		
DEED TYPE 1	BOOK 2015	PAGE	0003186
PREVIOUS OWNER	HOWELL, ARTHUR GEORGE, III		
LAST DEED DATE	4/17/2015		

DESCRIPTION
A PART OF LOTS 43, 44, & 45 OF SE DIVISION OF HARTSELLE AND PART OF VACATED ALLEY; BEG SE INT SHORT STREET AND RAILROAD STREET; SELY 276'; TH NE 160'D 147'S; TH NW 144'; SW 135'S; NW 96'; SW 24' ALG SO R/W SHORT STREET TO POB IN SEC 14, T7S, R4W.

PROPERTY INFORMATION			
PROPERTY ADDRESS	E RAILROAD ST		
NEIGHBORHOOD	DIST09	HARTSELLE	
PROPERTY CLASS	SUB CLASS		
LOT BLOCK			
SECTION/TOWNSHIP/RANGE	14-07S-04W		
LOT DIMENSION	ZONING		

PROPERTY VALUES			
LAND:	9400	CLASS 1:	TOTAL ACRES:
BUILDING:		CLASS 2:	9400
		CLASS 3:	TIMBER ACRES:
TOTAL PARCEL VALUE:	9400		

DETAIL INFORMATION										
CODE	TYPE	REF	METHOD	DESCRIPTION	LAND USE	TC	HsPn	MARKET USE		
								VALUE	VALUE	
M		LAND	1	EX SITE VALUE	1	OVER	Items	9999-	2	N N 9400





**Four Oaks
Realty & Auction**

Real Property Auction Purchase and Sale Contract

THIS AGREEMENT OF SALE made and entered into on this _____ day of _____ 20__ by and between _____ (hereinafter, Seller(s), whether jointly or severally), and _____ (hereinafter, Purchaser(s), whether jointly or severally).

WHEREAS, at an auction conducted this day by United Country Four Oaks Realty & Auction, (hereinafter, Broker), Purchaser(s) has become the highest bidder, and for and in consideration of the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller(s) has agreed to sell and convey, and Purchaser(s) has agreed to buy by becoming the high bidder, all of that plot, piece, parcel or tract of land described below, together with all improvements, fixtures, and appurtenances thereto unless otherwise specifically excepted herein below, and subject to the terms and conditions set forth in Exhibit A.

1. REAL PROPERTY: The property is commonly known as or has the street address of _____, and consists of _____ tracts _____ to include _____ acres, more or less. The property is to be sold by Seller(s) to Purchaser(s) with good and marketable title, subject to existing and utility easements, and any encumbrances of record or those otherwise revealed by an accurate, current survey.

2. DISCLAIMERS REGARDING SURVEYS, BROCHURES, AND MARKETING MATERIALS:

Broker and Seller(s) each expressly disclaim any liability or responsibility for any error occurring in any survey, brochure or marketing materials as to the quantity of the realty sold herein, and Purchaser(s) expressly assume any and all liability for such error, including but not limited to additional costs associated with errors in computation or survey or acreage, boundaries, distances, and the like. Purchaser(s) expressly acknowledges that he/she/they have each had an opportunity to freely inspect, review, and compare any surveys, brochures, and marketing materials offered or posted in connection with this auction or sale, and that her/she/they have read and understood the same, and that he/she/they do not rely on

any information contained therein to the extent the same may prove at a later time and date to have been in error.

3. PRICE TERMS: In addition to the Bid Price stated below, the Purchaser(s) also agree to pay a Buyer's Premium of 10% (Ten Percent) of the Bid Price. The Buyer's Premium is then added to the Bid Price for the total Contract Price. Cash Down Payment due at the execution hereof by Purchaser(s) shall be 10% (Ten Percent) of the Contract Price. The Balance Due at Closing is payable within thirty (30) days of the execution hereof by Purchaser(s). Earnest money shall be computed by calculating the difference between the Cash Down Payment and Buyer's Premium.

- A. The Purchaser(s) bid price is: \$ _____
- B. Buyer's Premium is: \$ _____
- C. Total Contract Price (A+B) is: \$ _____
- D. Cash Down Payment is: \$ _____
- E. Earnest Money portion of
Down Payment equals (D-B): \$ _____
Balance Due at Closing \$ _____
(Closing Cost Not Included)

4. SPECIAL ASSESSMENT FEES: The following special assessments are due in addition to the Total Contract Price.

- A. Survey Fee: \$ _____
- B. _____: \$ _____
- C. _____: \$ _____
- D. Total Special Assessments Due:
(A through C) \$ _____
- E. Cash Payment: \$ _____
Balance of Assessments Due: \$ _____

Note: Balance of assessments due in cash as Purchaser(s) execution hereof unless otherwise stated. If balance of assessments not paid when due, Down Payment will be retained and applied to the extent of said balance as liquidated damages.

5. **MISCELLANEOUS:** Ad valorem taxes, assessments by any governing authority or planned unit development, property owner's association fees, and any income or changes derived from rental properties shall be prorated to the date of possession. Possession shift to Purchaser(s) at closing of the sale. Purchaser(s) acknowledges that Auctioneer/Broker is an agent of the Seller(s), not the Purchaser(s).

Earnest money deposit(s) shall be applied as part of the Total Contract Price at closing, or disbursed as otherwise provided in this Contract. **THE SALE IS NOT CONTINGENT UPON THE PURCHASER(S) FINANCING.** The deposit must be made in the form of certified funds or personal check. Upon acceptance by the Seller(s), the Cash Down Payment, including the Earnest Money, is non-refundable.

Purchaser(s) acknowledges that they have received and reviewed the Real Estate Brokerage Disclosure as required by Alabama Administrative Code Rule 793-X-3-.13(1), or its successor provisions.

Initials: _____

Purchaser(s) acknowledges receipt of the Lead Paint and/or Lead Based Paint Hazards Disclosure, unless the improvements on the subject real property were built after 1978.

Initials: _____

Purchaser(s) shall pay for all closing costs except those specifically attributed to the Seller(s) herein. All closing proceeds tendered by or for Purchaser(s) shall be locally drawn certified or cashier's check or confirmed wire transfer.

6. **INSPECTION, CONDITION OF PROPERTY, DISCLAIMER OR WARRANTIES AS TO CONDITION AND/OR USE: THERE ARE NO FINANCING CONTINGENCIES FOR PURCHASER(S), PURCHASER(S) ACKNOWLEDGE THAT THEY WERE ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION AND REPRESENTATIONS MADE BY SELLER(S), BROKER(S), SURVEYOR(S), ENGINEER(S), AND/OR ANY OTHER PERSON OR FIRM IN CONNECTION WITH THIS AUCTION OR SALE. THIS PROPERTY IS BEING SOLD "AS IS, WHERE IS" AND "WITH ALL FAULTS", SELLER(S), BROKER AND AUCTIONEER HAVE MADE NO EXPRESS ORAL OR WRITTEN WARRANTIES. SELLER(S), BROKER, AND AUCTIONEER HEREBY EXPRESSLY DISCLAIM ANY AND ALL EXPRESS WARRANTIES AND ANY WARRANTIES IMPLIED BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO THE SUITABILITY, MERCHANTABILITY, OPERABILITY, FITNESS FOR USE FOR ANY INTENDED PURPOSE, ZONING, MINERAL RIGHTS, ENVIRONMENTAL CONDITIONS, AVAILABILITY OF UTILITIES OR ACCESSES, AND/OR PERMITTED OR ALLOWABLE USES OF THE PROPERTY.**

Purchaser(s) execution of this Contract signifies Purchaser(s) warranty to Seller(s) that Purchaser(s) has/have inspected the property to his/her/their satisfaction, and that the same meets any and all expectations and is fit for Purchaser(s) intended use.

Neither the Seller(s), Broker, Auctioneer, nor any Attorney performing any closing of any sale hereunder shall be liable for any relief, including damages, rescission, reformation, allowance, or adjustments based on the failure of the property, including, but not limited to, acreage amounts, dimensions, zoning environmental conditions, or otherwise, to conform to any specific standard or expectation, or to any third party documents or information.

7. **TITLE:** Seller(s) will convey said real property to Purchaser(s) by General Warranty Deed or
By Statutory Warranty Deed (or, if by otherwise, note here: _____)
to _____ and _____ as
(Check One): Sole Owner
 Joint Tenants With Rights of Survivorship
 Tenants In Common.

Delivery of the Deed shall occur at closing. Purchaser(s) will pay for the preparation of the Deed, an abstract of title and/or title opinion by a licensed attorney. Conveyance shall be subject to any encumbrances of record. All warranties of title shall merge in the deed and shall not survive the closing of the sale.

8. **AGENCY:** Auctioneer and Broker act as exclusive agents (s) for the Seller(s) in this transaction. Neither the Auctioneer nor the Broker acts as an agent for the Purchaser(s) in this transaction. The Auctioneer and/or Broker have the exclusive right to list and sell for this transaction, and all negotiations must be conducted through Broker. Purchaser(s) agrees to sign the Alabama Agency Disclosure Form at the time of signing the Contract. United Country Four Oaks Auction Company, its employees, agents, representatives, and contractees, act only for the benefit of Seller(s) and make no representation concerning the property whatsoever.

Purchaser(s) acknowledges that Broker, its employees, agents, representative, and contractees, acting as Auctioneer, has exercised the final pronouncement regarding sale order, methods of bidding, grouping and regrouping of the property, disputes among bidders, increments of bidding, and any other matters arising in the course of and in relation to the sale of the subject property. Purchaser(s) expressly approve all of Broker's actions.

9. **LIQUIDATED DAMAGES:** It is the specific intent of the parties to this Contract that the subject property will be sold for cash, to close within thirty (30) days. If Purchaser(s) is unable to close within the time stated, except for a reasonable time to cure any outstanding defects of title, and if Seller(s) elects not to extend the time to close in writing, then Seller(s) shall be deemed to have discharged its duties hereunder and shall be entitled to keep the entirety of the Down Payment paid, and Broker shall be entitled to keep the Buyer's Premium and Assessments paid, as liquidated damages and the cost of auction, surveys, Seller(s) costs, other labor, and the cost of the lost

opportunity of Seller(s) to otherwise sell the property to another bidder. Notwithstanding, any additional damages to Seller(s) and/or Broker by reason of Purchaser(s) default or failure to pay shall be subject to any and all remedies available to Seller(s) and/or Broker under the laws of Alabama and the United States.

10. TAX DEFERRED EXCHANGE: In the event either Purchaser(s) or Seller(s) desire to effect a tax deferred exchange in connection with the conveyance of the subject property, Purchaser(s) and Seller(s) agree to cooperate to affect such exchange; provided, however, that the exchanging party shall bear sole and complete responsibility for additional costs associated therewith, and that a non-exchanging party shall not assume any liability with respect thereto. Purchaser(s) and Seller(s) shall execute such documents as required to give effect to such exchange, without additional cost to the non-exchanging party.

11. MERGER CLAUSE, CHOICE OF LAW, VENUE: This written document, the Exhibit A "Terms and Conditions", and any signed, written addenda hereto constitute the entire agreement by and between the parties, and no oral representations or inducements are or shall be binding to either party. To the extent of any conflict between this written document and Exhibit A, this document shall be litigated, if at all, in a court of competent jurisdiction in the county in which the property lies or in which the Seller(s) reside, as may be chosen by seller(s), or otherwise in Morgan County, Alabama, Purchaser(s) execution hereof signifies his/her/their complete assent and agreement to submit to the personal jurisdiction of the court in the venue chose by Seller(s), or otherwise to the appropriate court in Morgan County, Alabama.

12. PARTIES: Wherever used herein, any reference to the parties to this Contract shall be deemed to apply jointly and severally to them all, whether masculine, feminine, singular, and/or plural.

WITNESS OUR HAND AND SEAL THIS _____ DAY OF _____, 2014

PURCHASER

PURCHASER

Phone Number: _____

Phone Number: _____

Address: _____

Address: _____

ACCEPTED BY SELLER(S) THIS _____ DAY OF _____, 2014

SELLER

WITNESS

SELLER

WITNESS