

HART HOUSE AUCTION TERMS AND CONDITIONS

REPRESENTATIVES: The Auction Way Company / Gerald A. Bowie, Broker, represents the Owner/Seller, by separate agreement.

DISPUTES: The auctioneer in charge will settle any disputes as to bids. Auctioneers' decision on such matters will be final.

ANNOUNCEMENTS: Announcements from the auction box will take precedence over the information received from advertisements, catalogs or elsewhere. All information published was furnished to us by sources believed to be reliable but is not guaranteed. Buyers are responsible for their final "Due-Diligence".

RESTRICTIONS: Buyer will take title to any property purchased at the auction subject to: Any and all (i) zoning, easements, covenants, conditions, restrictions, rights-of-way, reservations, leases and any other encumbrances that are imposed by governmental authority, and/or recorded in the real property records and all other official records of the county in which the bid property is located, (ii) all matters appearing on the plat or otherwise common to the subdivision; and (iii) all matters that are visible or may be apparent on the bid property itself.

LIABILITY: All persons who attend the Auction do so at their own risk. Neither the Sellers, The Auction Way Company / Gerald A. Bowie Broker, nor any other person connected with the auction assumes any liability, legal or otherwise, for any accident which may occur. The Auction Way Company / Gerald A. Bowie Broker, is acting as selling agent only, under separate contract, and represents the Seller.

BUYER'S PREMIUM: Ten (10) percent buyers' premium will be added to the final bid.

TERMS OF SALE: SELLS ABSOLUTE, Ten (10) percent earnest money deposit the day of auction, balance all cash due at closing. Escrow Deposits will be placed in the escrow account of the closing attorney.

CONTINGENCY: There are no contingency for financing, nor any other contingencies. Property is selling "as is" with no warranties expressed or implied.

CLOSING: Must occur on or within 30 days of the auction by and at the office (or by mail) of Mack Reynolds, Attorney, Hogansville, Ga. 706-637-8431.

TAXES: All property taxes, insurance, and rents (if any) to be prorated as of the closing date

CLOSING DATE AND POSSESSION: Possession of premises will be granted at the time of closing.

GUARANTEE: The property will be auctioned and sold "AS IS, WHERE IS AND WITH ALL FAULTS," without warranties, representations or covenants, expressed or implied, of any kind or nature whatsoever. The applicable seller shall convey title to a property sold at the auction to the buyer by special warranty deed at closing.

SALES CONTRACT: A copy of the contract buyer will be required to sign is located on the web or by request. This is a legal and binding document. Please review before bidding and be prepared to sign the day of the auction.

CONTRACT: The terms stated herein will form a portion of the contract between the buyer and the seller and are binding on both.

ANNOUNCEMENTS: From the auction box, auction day, will take precedence over any printed information contained herein and/or and other forms of advertisements.

ALL INFORMATION IN THIS CATALOG OR ANY OTHER ADVERTISEMENTS WAS FURNISHED TO US BY SOURCES BELIEVED TO BE RELIABLE, BUT IS NOT GUARANTEED. BUYERS ARE RESPONSIBLE FOR THEIR OWN DUE DILIGENCE.

THE AUCTION WAY COMPANY
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