

LONE OAK TREE FARM AUCTION TERMS AND CONDITIONS

REAL ESTATE TERMS

REPRESENTATIVES: The Auction Way Company and ReMax Results of LaGrange, Brokers, represent 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 catalogs advertisements, brochures 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, ReMax Results of LaGrange, Brokers, nor any other person connected with the auction assume any liability, legal or otherwise, for any accident which may occur. The Auction Way Company and ReMax Results of LaGrange, Brokers, are acting as selling agents only.

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

TERMS OF SALE: SELLS SUBJECT TO CONFIRMATION BY THE BANKRUPTCY COURT.

REAL ESTATE EARNEST MONEY: Ten (10) percent of total contract price earnest money deposits the day of auction; balance all cash due at closing. Escrow Deposits will be placed in the escrow account of Rosenzweig, Jones, Horne & Griffis, P.C.

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 Bankruptcy Court approval by and at the office (or by mail) of Rosenzweig, Jones, Horne & Griffis, P.C.

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

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

GUARANTEE: The property shall be auctioned and sold in its present, "as is" condition, with all faults, and without any warranties or representations whatsoever except for a warranty of title in the deed from the Seller to each Buyer. The Warranty Deed from Seller to Buyer to be executed by both Seller and Buyer, which deed shall specifically state that the Bid Property is accepted by buyer in its present, "as is" condition, with no warranties or representations whatsoever except for the warranty of title set forth in the deed.

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.

EQUIPMENT TERMS:

HOW SELLING: SELLS ABSOLUTE NO RESERVES. AS IS WHERE IS, NO GURANTEES.

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

TERMS: Payment in full auction day. We will take your good check, made out to Rosenzweig, Jones, Horne & Griffis, P.C.

CHECK OUT: After the auction, auction day until Tuesday July 2, from 9:00 A.M. to 5:00 P.M.

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.