

PURCHASE AND SALE CONTRACT

STATE OF GEORGIA, COUNTY OF _____

The undersigned Purchaser, _____, agrees to buy and the undersigned Seller, _____ agrees to sell the following described real property to wit:

All that tract or parcel of land lying and being in Land Lot(s) _____ of the _____ Land District of _____, County, Georgia containing _____ acres, more or less, and more particularly described according to the plat of said property which is attached hereto as Exhibit "A".

Terms and conditions of sale are attached as Exhibit "B", Special Stipulations Exhibit "C". No personal property of any nature is included in this sale.

1.	PURCHASE PRICE	
	Total Acres	_____
	Bid Per Acre	\$ _____
	Contract Bid Price	\$ _____
	Plus Ten (10)% Buyer's Premium	\$ _____
	CONTRACT PRICE	\$ _____

THERE ARE NO CONTINGENCIES, FINANCING, OR ANY OTHER

2. **TERMS OF SALE.** Purchaser has paid to the below escrow agent the sum of \$ _____ as earnest money, which is to be applied to the purchase price of the real property described above, at such time as the sale is consummated which

shall occur **January 17, 2012**. Should Purchaser fail to close by the specified closing date, then at Seller's option, Purchaser will forfeit and Seller may retain the earnest money as liquidated damages in full settlement of all claims of Seller.

3. **TITLE.** Seller agrees to furnish a good and fee simple, marketable title, as determined by title standards of the State Bar of Georgia, to the real property described above; to furnish a properly drawn and executed Limited Warranty Deed to Purchaser, having affixed thereto deed transfer tax as required by law and owner's affidavit; and subject to only exceptions for taxes which may not be due and payable, easements, restrictions and encumbrances specified at auction and zoning laws.
4. **INSPECTION.** The parties hereto agree that the property is being **sold "AS IS"** with all faults.
5. **CLOSING DOCUMENTS.** Seller and Purchaser agree that such instruments, deeds and other papers as may be necessary to carry out the terms of this contract, shall be executed and delivered by each party hereto at the time this sale is consummated.
6. **BINDING, EFFECT, ENTIRE AGREEMENT.** This contract shall constitute the entire agreement between the parties hereto and same may only be changed by written consent of all parties hereto and no representations, promises or inducement not specifically included in this Agreement shall be binding upon any party hereto.
7. **CLOSING DATE AND POSSESSION.** This sale is to be consummated on January 17, 2012, at the office of Walter W. Arnall, LLC, 75 Jackson St, Bld. 500, Newnan, GA 30263, Phone 770-683-9252. Possession of premises shall be granted at the time of closing. Seller and Purchaser agree to the proration of taxes at closing. Purchaser agrees to pay \$500, plus usual buyer fees, such as title examination, title insurance, title binder fees, mortgage and loan fees, transfer tax, intangible tax, and recording cost of the deeds.

TIME IS OF THE ESSENCE OF THIS CONTRACT

THIS IS A LEGAL DOCUMENT. READ EACH AND EVERY PROVISION (INCLUDING EXHIBITS) OF THIS DOCUMENT BEFORE SIGNING BELOW. PURCHASER UNDERSTANDS THAT BOWERS AND BURNS, THE AUCTION WAY COMPANY AND GERALD A. BOWIE ARE AGENTS OF THE SELLER AND ARE NOT RESPONSIBLE FOR THE PERFORMANCE OF EITHER BUYER OR SELLER.

IN WITNESS WHEREOF, each party has hereunto set his hand and affixed his seal on the date indicated below:

Signed and Sealed this _____ day of December, 2011.

Purchaser

Escrow Agent: _____

Signature

Walter W. Arnall, LLC
Walter W. Arnall
Attorney at Law

Name: _____

Address: _____

Phone: _____

Email: _____

Signature

Name: _____

Address: _____

Phone: _____

Email: _____

Seller: _____

By: _____

By: _____

Address: _____

Phone: _____

Email: _____

EXHIBIT "A"
PLAT/LEGAL

EXHIBIT "B" TERMS AND CONDITIONS OF AUCTION

REPRESENTATIVES: The Auction Way Company/Gerald A. Bowie, Broker and Bowers and Burns, Broker represents the Owners/Sellers.

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

ANNOUNCEMENTS: Announcements from the auction box shall 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.

OWNER FINANCING: See web site or auction personnel for details to qualify.

RESTRICTIONS: Buyer shall take title subject to: Any and all easements, covenants, conditions, restrictions, right of way, reservations, leases and any other encumbrances recorded in the real property records and all other records of the county in which the bid property is located, or that may be apparent on the bid property itself.

LIABILITY: All persons who attend the Auction do so at their own risk. Neither the Sellers and/nor The Auction Way Company/Gerald A. Bowie, Broker, Bowers and Burns, nor any other person connected with the auction assume any liability, legal or otherwise, for any accident which may occur. The Auction Way Company/Gerald A. Bowie, Broker, and Bowers and Burns, Broker are acting as selling agents only.

HOW SELLING: Sells subject to the Seller's confirmation. Property will be offered in parcels and/or as a whole, with the sale order and how offered, at the sole discretion of the auctioneer in charge.

BUYER'S PREMIUM. A ten percent (10%) Buyer's Premium will be added to the final bid, to arrive at the contract price.

EARNEST MONEY DEPOSIT: Not less than ten percent (10%) earnest money deposit is due the day of auction, your good check is ok; balance all cash with no financing or other contingencies, payable at closing, to be on January 17, 2012. Deposit to be placed in the escrow account of Walter W. Arnall, Closing Attorney.

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

CLOSING DATE AND POSSESSION: Must occur on or before January 17, 2012 at the office of Walter W. Arnall, LLC, Attorney at Law, Newnan, Georgia 770-683-9252. Possession will be given at closing.

SURVEY: After auction, if Buyer needs a survey to close, a completed survey will be furnished before closing at the Buyer's expense.

BUYER'S CLOSING COST: See provision seven (7) in the "Purchase Agreement".

SPECIAL PROVISION: It is agreed that contract shall have no contingencies and no contingency for financing.

TITLE INSURANCE: At Buyer's option and expense.

GUARANTEE: The property shall be auctioned and sold in its present, "as is" condition with all faults, and without any warranties or representations whatsoever. Seller agrees to convey property at closing by a Limited Warranty Deed.

CONDITION OF PROPERTY: The Buyer agrees to take the property in its present condition. The Sellers make no warranty or representation as to the condition of the property or any improvements situated thereon, or the fitness of the property or any part thereof for any particular purpose. Buyer agrees to purchase and accept the property and improvements thereon in its "As Is" and "Where Is" Condition.

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

AUCTION MANAGER. Morgan Marlowe – 706-315-8260

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- P.O. Box 1663, LaGrange, GA 30240
Gerald Bowie GA Lic #177
Gerald M. Bowie Ga Lic #1045
800-482-0775
Office 706-884-3062

Bowers and Burns
11 West Washington St
Newnan, GA 30263
Office: 770-683-4790
Contact: Buddy Burns

**EXHIBIT “C”
SPECIAL STIPULATIONS**

ESCROW AGENT. The deposit and any other money deposited in escrow hereunder (collectively, the “Escrowed Funds”) shall be held by the Escrow Agent in escrow upon the following terms and conditions:

- a. It is agreed that the duties of Escrow Agent are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for willful misconduct or gross negligence so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent’s duties hereunder.
- b. Escrow Agent shall be under no responsibility in respect to any of the moneys deposited with it other than faithfully to follow the instructions herein contained. Escrow Agent may consult with counsel and shall be fully protected in any actions taken in good faith, in accordance with the advice of counsel. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against the escrow instructions unless requested to do so by Seller and Purchaser and indemnified to the satisfaction of Escrow Agent against cost and expense of such defense. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall have no responsibility for the genuineness or validity of any documents or other item deposited with Escrow Agent, and shall be fully protected in acting in accordance with any written instructions given to Escrow Agent hereunder and believed by Escrow Agent to have been signed by the proper parties.
- c. Escrow Agent assumes no liability under this Agreement except that of a stakeholder. If there is any dispute as to whether Escrow Agent is obligated to deliver the escrow moneys, or as to whom that sum is to be delivered, Escrow Agent shall not be obligated to make any delivery of the sum, but in such event may hold the sum until receipt by Escrow Agent of any authorization in writing signed by all the persons having an interest in such dispute, directing the disposition of the sum, or in the absence of such authorization until the determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding to deliver the Escrowed Funds to the registry of a court of competent jurisdiction pending such determination. Upon making delivery of the moneys in the manner provided for in this Agreement, Escrow Agent shall have no further liability in its capacity as Escrow Agent in this matter.
- d. In the event a dispute arises between Seller and Purchaser sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled

to tender into the registry or custody of any court of competent jurisdiction, all money or property in its possession under this Agreement, and shall thereupon be discharged from all further duties and liabilities under this Agreement as Escrow Agent. Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent from all costs and expenses, including without limitation reasonable attorney's fees and costs actually incurred by Escrow Agent in connection with any legal action taken by Escrow Agent, in such capacity, hereunder.

- e. Escrow Agent has executed this Agreement to confirm that Escrow Agent is holding (drafts are subject to collection) and will hold the Escrowed Funds in escrow pursuant to the provisions of this Agreement. The Escrowed Funds shall be deposited in the IOLTA Account (non-interest bearing account) of Walter W. Arnall, LLC, Attorney at Law. Purchaser and Seller agree to execute such documents as Escrow Agent may reasonably request in connection with Escrow Agent acting in such capacity and holding and investing the Deposit. Purchaser represents that Purchaser's tax identification number is _____.
Seller represents that Seller's tax identification number is _____.