

BUTTS MILL FARM PURCHASE AGREEMENT

STATE OF GEORGIA, COUNTIES OF TROUP and HARRIS

The undersigned Purchaser, _____, agrees to buy and the undersigned Seller, BUTTS MILL FARM, INC., agrees to sell the following described real property, to wit:

PARCEL NUMBERS _____

SEE ATTACHED PLAT AND LEGAL DESCRIPTION AS EXHIBIT "A"
SEE ATTACHED TERMS AND CONDITIONS AS EXHIBIT "B"

1. PURCHASE PRICE

Parcel Bid Price		Acres	
_____	X	_____	\$ _____
_____	X	_____	\$ _____
Total of Parcels		_____	\$ _____
Plus Ten (10) % Buyer's Premium			\$ _____
TOTAL 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 on or within 30 days from contract date. 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 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.

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6. **BINDING, EFFECT, ENTIRE AGREEMENT.** This contract shall constitute the entire agreement between all 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 or within 30 days from contract date at the office of Thornton and Graham, P.C., 200 Church Street, LaGrange, Georgia 30240, 706-884-2727. Possession of premises shall be granted at the time of closing. Seller pays preparation of deed, transfer tax and proration of taxes; Buyer pays \$600 and usual buyer fees, such as title fees, title insurance, mortgage and loan fees and recording of deed.

TIME IS OF THE ESSENCE IN THIS CONTRACT.

THIS IS A LEGAL DOCUMENT. READ EACH AND EVERY PROVISION (INCLUDING EXHIBITS) OF THIS DOCUMENT BEFORE SIGNING BELOW. PURCHASER UNDERSTANDS THE AUCTION WAY COMPANY AND GERALD A. BOWIE AND REMAX RESULTS LAGRANGE AND JOEL UPCHURCH 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 by Purchaser on this 25th day of April, 2015

Purchaser: _____ Escrow Agent: _____
Address: _____ Jim Thornton, Attorney at Law
City: _____
Phone: _____
Email: _____

Purchaser: _____
Address: _____
City: _____
Phone: _____
Email: _____

Seller: Butts Mill Farm, Inc.
By: Patricia Liechty
Address: 1901 Old Youngs Mill Road
City: LaGrange, Ga. 30240
Phone: 706-881-7401
Email: t.liechty@aol.com

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EXHIBIT "A"
PLAT/ LEGAL

BUTTS MILL FARM PURCHASE AGREEMENT

EXHIBIT "B"

REAL ESTATE TERMS

PARTIES: ReMax Results, Rob Upchurch of LaGrange, Ga. Real Estate Broker and The Auction Way Company/Gerald A. Bowie, Auctioneer/Real Estate Broker of LaGrange, Georgia, herein after called Auctioneers.

REPRESENTATIVES: Auctioneers represent the Owner/Seller by separate agreement.

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 will take precedence over the information received from any prior written or oral information.

RESTRICTIONS: Buyer will take title to any property purchased at the auction subject to: Any and all (i) zoning, easements, covenants, conditions, restrictions, leases, rights-of-way, reservations, 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 property; 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 nor Auctioneers nor any other person connected with the auction assume any liability, legal or otherwise, for any accident, which may occur. Auctioneers are acting as selling agent only.

BUYER'S PREMIUM: Ten (10) percent Buyer's Premium will be added to the final bid on all sales, for the contract's final total.

SURVEY: If Buyer needs a survey to close, it will be at the Buyer's expense.

TERMS OF SALE: SELLS ABSOLUTE.

REAL ESTATE EARNEST MONEY: Ten (10) percent of total contract price earnest money deposits the day of auction; balance in full due at closing. Escrow Deposits will be placed in the escrow account of Thornton and Graham PC, 200 Church St. LaGrange, Ga. 30240; 706-884-2727; titles and closing agent.

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

CLOSING: Must occur on or within 30 days of auction.

TITLE INSURANCE: At the Buyer's expense.

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

TAXES: All property taxes and insurance 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 is 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 our website or by request. This is a legal and binding document. Please review before bidding and be prepared to sign and have earnest money deposit (we will take your good check) the day of the auction.

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

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

EQUIPMENT TERMS

HOW SELLING: Absolute. Condition "AS IS, WHERE IS, NO GUARANTEES."

BUYER'S PREMIUM: Ten (10) percent Buyer's Premium will be added to the final bid for total sales price.

TERMS: Payment in full auction day. We will take cash or your good check made out to The Auction Way Company. No credit cards.

GEORGIA SALES TAX: Will be collected where applicable.

EQUIPMENT CHECKOUT: After the auction, auction day and Sunday 26th, 10:00 A.M. to 5:00 P.M.; after that by appointment. All must be moved by Tuesday 27th at 5:00 p.m.

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

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

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

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