

RAY EVANS AUCTION PURCHASE CONTRACT

STATE OF TENNESSEE, COUNTY OF _____.

The undersigned Purchaser,

agrees to buy and the undersigned Seller, RAY EVANS agrees to sell the following described real property, to wit:

PARCEL NUMBERS _____

SEE ATTACHED PLAT AND LEGAL DESCRIPTION AS EXHIBIT "A".

1. PURCHASE PRICE

Parcel	Bid Price	X	Acres	\$
_____	_____	X	_____	_____
_____	_____	X	_____	_____
_____	_____	X	_____	_____
_____	_____	X	_____	_____
_____	_____	X	_____	_____
_____	_____	X	_____	_____
Sub Total				_____
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 Benjamin Patrick Lynch III of Southern Title and Escrow of Winchester, Tennessee as 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 before September 16, 2014. 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 Tennessee, to the real property described above; to furnish a properly drawn and executed warranty deed to Purchaser, 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 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.

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7. **CLOSING DATE AND POSSESSION.** This sale is to be consummated on or before September 16, 2014, at the office (or by mail) of Benjamin Patrick Lynch III of Southern Title and Escrow, 107 1st Ave. NE, Winchester, Tennessee 37398. Possession of premises shall be granted at the time of closing. Seller pays preparation of deed, transfer tax and proration of taxes; Buyer pays \$375.00 plus customary and usual buyer fees, such as title fees, title insurance, mortgage and loan fees and recording of deed.

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 THE AUCTION WAY COMPANY/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 by Purchaser on this 16th day of August 2014.

Purchaser: _____

Escrow Agent: _____
Benjamin Patrick Lynch III

Address: _____

Phone: _____

Email: _____

Purchaser: _____

Address: _____

Phone: _____

Email: _____

Seller: _____
Charles Ray Evans

Address: 170 Evans Circle; Belvidere, Tn. 37306

Phone: 931-580-5568

Email: thecirclee@bellsouth.net

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**EXHIBIT "A"
PLAT/ LEGAL**

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EXHIBIT "B" REAL ESTATE TERMS AND CONDITIONS

Representatives: The Auction Way Co. / Gerald A. Bowie, Auctioneer/Broker represents the Sellers, by separate agreements.

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

Announcements: From the auction box auction day will take precedence over any printed or spoken information contained in any advertisements.

Contingency: There are no contingency for financing, nor any other contingencies. All properties are selling "as is" with no warranties other than title expressed or implied.

Restrictions: Buyer will take title to any property purchased at the auction subject to any and all (i) zoning, easements, covenants, conditions, restrictions, right-of-way, reservations, road deeds, 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 and / nor The Auction Way Company / Gerald A. Bowie, Broker, nor any other person connected with the auction assume any liability, legal or otherwise, for any accident which may occur.

How Selling: Sells Subject To Owner's Confirmation.

Buyer's Premium: Ten (10) percent will be added to the accepted bid, for the contract price.

Earnest Money Deposit: Not less than ten (10) percent earnest money deposit due the day of auction, your good check is ok; balance all cash payable at closing. Deposit will be placed in the escrow account of the closing attorney.

SURVEY: You will receive a survey of your purchased property, corners have been set but lines have not been cut and staked, if you want the lines cut and staked it will be at buyers expense.

Closing Date And Possession: Must occur on or within 30 days of the auction, by and at office of Benjamin Patrick Lynch III of Southern Title and Escrow, 107 1st Ave NE, Winchester, Tn. 37398, (931) 967-2228. Possession will be given at closing.

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

Title Insurance: At the Buyer's option and expense.

Guarantee Property Condition: Buyer agrees to purchase and accept the property and improvements thereon in its present condition, and property will be auctioned and sold "AS IS, WHERE IS AND WITH ALL FAULTS," 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. without warranties other than title, 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 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.

Contract: The terms stated herein shall constitute a contract between the buyer and the seller and be binding on both.

Due Diligence: Buyers are responsible for their own final due diligence.

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 FINAL DUE DILIGENCE.

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**EXHIBIT "C"
SPECIAL STIPULATIONS**

Viola (Warren and Grundy Counties) Tennessee property is subject to the following Covenants and Restrictions:

All Parcels are subject to Recorded Road Deed.

Parcel 15 is burdened with a recorded legal access easement for water rights to the artesian well by parcels 13, 14 and adjoining neighbor Dinovo.

Parcel 13 has a recorded legal access easement for water rights to the artesian well on parcel 15.

Parcel 14 has a recorded legal access easement for water rights to the artesian well on parcel 15.

Neighbor Dinovo has a recorded legal access easement for water rights to the artesian well on parcel 15.

Bluff Lots are subject to Covenants and Restrictions recorded in Franklin County Tennessee in Book D398 Page 100 and Book D348 Page 24. A copy is attached to this contract as Exhibit "D".