

TERMS AND CONDITIONS

REPRESENTATIVES: Auctioneers represent the Owners/Sellers by separate agreement.

ANNOUNCEMENTS: Announcements from the auction box will take precedence over the information received from any prior written or oral information.

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

TERMS OF SALE: REAL ESTATE SELLS SUBJECT TO SELLER'S CONFIRMATION.

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, deed restrictions, 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. Sellers convey all oil, gas and minerals.

REAL ESTATE EARNEST MONEY: Ten (10) percent of total contract price as earnest money deposit is due the day of auction. We will take your good check made out to Advance Title, remaining balance in full due at closing. Escrow deposits will be placed in the escrow account of Advance Title.

CLOSING AGENT: This sale is to be consummated on or within 30 days from contract date by Advance Title, 1500 Medical Parkway, 3rd Floor Suite 9A, Murfreesboro, TN 37133. Agent Taylor Dodd, 615-785-1581 cell. Seller shall pay the transfer tax; Buyer pays \$500 Advance Title closing fees, recording costs, title exam costs, title insurance premiums, mortgage and loan fees, and all other costs of closing that the Seller has not specifically agreed to pay as set forth herein. Real estate taxes for the year in which closing occurs shall be prorated between the parties. Possession of premises will be transferred at the time of closing.

CONTINGENCY: There is neither contingency for financing nor any other contingencies. Property is selling "as is" with no warranties, express or implied, except for marketable title and free of all liens. Buyer agrees to these terms.

TITLE: Seller agrees to furnish a good and fee simple, marketable title, as determined by title standards of the State Bar of Tennessee, subject only to exceptions for taxes which may not be due and payable, easements, restrictions and encumbrances of record and zoning laws. Any monetary liens of record shall be satisfied and paid by Seller at closing from the purchase price proceeds.

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 that may occur. Auctioneers are acting as selling agent only.

NO GUARANTEE: The parties hereto agree that the property is being sold "AS IS" with all faults and without any warranties of any kind, except for Seller's limited warranty of title.

PURCHASE CONTRACT: A copy of the purchase contract and escrow agreement Buyer will be required to sign is available on our website or upon request. This is a legal and binding document. Please review before bidding and be prepared to sign and have earnest money deposit of Ten (10) percent of contract total. The earnest money deposit shall be good funds (will accept your good check). Please make your good check payable to Advance Title on the day of the auction.

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

BE SURE TO READ "AS A BUYER YOU SHOULD KNOW" ON PAGE 3