

OFFER TO PURCHASE AND CONTRACT

\_\_\_\_\_ as Buyer(s), hereby offer to purchase from Teresa Salisbury, Conservator for Marilyn Y. Brooks/Court order recorded September 11, 2014, or however their interests may appear binding them, as Seller, agrees to sell and convey all of that plot, piece, parcel or tract of land described below upon the following terms, conditions and attachments.

1. **REAL PROPERTY:** Located at 4434 Hwy 24 in the County of Anderson State of South Carolina. Legal Description: Tax Map 069-06-03-013

2. <b>BID PRICE:</b>	\$ _____
<b>10% BUYERS PREMIUM</b>	\$ _____
<b>SURVEY FEE</b>	\$ _____ <b>N/A</b>
<b>WIRE TRANSFER FEE (If applicable)</b>	\$ _____ <b>15.00</b>
<b><u>TOTAL CONTRACT PURCHASE PRICE of said property is.....</u></b>	
	\$ _____
<b>Shall be paid as follows, to wit:</b>	
<b>NON-REFUNDABLE DEPOSIT (\$10,000)</b>	\$ _____
<b><u>BALANCE DUE AT CLOSING</u></b>	\$ _____

3. **OTHER PROVISIONS AND CONDITIONS:**
- (a) This sale is subject to existing right-of-way and utility easements of record.
  - (b) All property sold "as is, where is" No financing is part of this sale. Purchaser has inspected said property.
  - (c) Attached hereto and constituting a provision of this contract is "Schedule B Conditions of Sale and Rules of Auction" and "Standard Provisions".
  - (d) Purchaser agrees to be bound to the terms and conditions and to the TOTAL CONTRACT PURCHASE PRICE. The NON-REFUNDABLE Escrow Deposit from PURCHASER shall be held in the Chris Pracht Auctioneers, Realty & Auction LLC Escrow Account until closing.
  - (e) AUCTIONEERS/BROKERS are Agents for the SELLER/COURT.
  - (f) SELLER/COURT agrees to give a limited warranty deed, **subject to the above**. Seller shall pay for preparation of the Deed.
  - (g) Taxes shall be pro-rated as of the date of closing. The Purchaser shall pay any and all ROLLBACK taxes. Purchaser shall pay for recording Deed and all stamps – State Transfer fees and **any/all other closing costs**. FAXES/E-SCANS when signed by all parties shall be binding.
  - (h) Lead based paint form must be signed & waived and inspection made prior to auction.
  - (i) **All offers to purchase shall remain binding in the event the Court is needed to direct the signature for acceptance, not to exceed 45 days.**

4. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before Thursday November 6th 27th, 2014: "TIME IS OF THE ESSENCE" at the Law Office of McIntosh, Sherard, Sullivan & Brousseau: Attorney Marshall P. Sherard Jr., - Paralegal: Ruthy: 138 N. Main St, Anderson SC 29621: Phone 864-225-0001: E-mail: ruthyb@msslawfirm.net. In the event of default by Purchaser as part of the damages Purchaser shall forfeit the Non-Refundable deposit; the forfeiture of deposit does not negate the Seller/Court option to sue for any lawful rights including, but not limited to specific performance. In the event of default by Seller, Purchaser may sue for specific performance under this contract and all other remedies available to the Purchaser for such breach. Any and all legal action shall be brought in the County of Anderson, South Carolina.

5. **POSSESSION:** Possession shall be delivered at closing.

6. **COUNTERPARTS:** This offer shall become a binding contract when signed by the Buyer & Sellers.

By Buyer's signing of the Contract, Buyer acknowledges receipt of a copy of the all other documents pertaining to this sale.

<b>Date of Offer: October</b> _____, 2014	<b>Acceptance: October</b> _____, 2014
_____(SEAL)	_____(SEAL)
Buyer/Purchaser	
_____(SEAL)	_____(SEAL)
Buyer/Purchaser	

**SCHEDULE "B"**  
**CONDITIONS OF SALE AND RULES OF AUCTION**  
**AUCTION! ONLINE ONLY REAL ESATE**  
Begins October 2nd, 2014 and ends October 7<sup>th</sup>, 2014 @ 11am (EST)  
Subject to Auto Extend Bidding Feature

These conditions and rules supersede any prior or printed statements and will be attached to and become a part of the Auctioneer's/Sellers Contract of Sale.

**AUCTION RULES**

1. **A Buyer's Premium will be used at this auction. The Contract to Purchase shall provide that the purchaser pay a premium equal to 10% of the high bid price. This amount is added to the high bid amount and the sum inserted in the Contract of Sale as the total purchase price.**

2. **TERMS: \$10,000 (Ten Thousand) non refundable down payment at the close of auction or no later than 24 hours after auction close. The balance in full is due by certified funds at closing on or before November 6th, 2014. TIME IS OF THE ESSENCE – in all parts of this contract. In the event of default by Buyer, Auctioneer/Seller/Court shall retain deposits entirely as part of the damages. This does not preclude Seller/Court from suing court for specific performance or any other lawful rights. No party shall seek damages from Auctioneer/Broker for any matter arising out of or related to the performance of Purchaser/Seller/Court, and the parties indemnify Auctioneer/Broker accordingly.**

3. **The property is selling in "AS IS, WHERE IS" condition with no warranties expressed or implied and in its existing state and condition. All information was taken from information provided and is believed to be correct but is not warranted or guaranteed. Purchaser agrees that Purchaser is not relying on any warranty of representation of the Auctioneer, Chris Pracht, or any agent and that the Purchaser is buying the property in "AS IS, WHERE IS" condition.**

4. **In the event curative work in connection with the title is required, Purchaser and Seller/Court agree to and do extend time for closing to a date no more than fifteen (15) days following completion of curative work but in no event shall such extension exceed 90 days from original closing deadline.**

5. **Lead Based Paint form must be signed and waived and inspection made prior to auction.**

6. **All offers to purchase shall remain binding in the event the Court is needed to direct the signature for acceptance, not to exceed 45 days.**

**CLOSING INFORMATION**

Closing on or before November 6th, 2014."TIME IS OF THE ESSENCE" at the Law office of McIntosh, Sherard, Sullivan & Brousseau, 138 N. Main St, Anderson, SC, 29621. PHONE 864-225-0001:Attorney Marshall P. Sherard Jr., Paralegal Ruthy – ruthyb@msslawfirm

**Closing fee of \$350.00 per property to be paid by Purchaser. Title insurance if requested will be extra and paid by Purchaser.**

**I have read and agree to comply with the above:**

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**BUYER/PURCHASER:**

## STANDARD PROVISIONS

1. In the event of default by the Purchaser, the \$10,000 deposit shall be forfeited by the Purchaser as a part of the damages; the forfeiture does not negate the Seller/Court's option to sue for any lawful rights including, but not limited to specific performance. In the event of default by Seller, Purchaser may sue for specific performance under this contract and all other remedies available to the Purchaser for such breach.
2. A 10% buyer's premium will be added to the final bid price to be paid by purchaser.
3. The words "Agent", "Purchaser", "Auctioneer" and "Seller" herein employed shall include their heirs, administrators, executors and successors and said words and any pronouns relative thereto, shall include the masculine, feminine and neuter gender and the singular and plural number, wherever the context so admits or requires.
4. This contract may be assigned by all parties however; the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.
5. This contract is intended as a legally binding contract. If not fully understood, seek competent advice prior to signing. Terms of the contract are merged at closing. Auctioneer/Broker and his agents are agents for the Seller/Court.
6. Seller shall pay for the preparation of the deed.
7. Purchaser shall pay for the deed stamps and revenue stamps and all closing costs. Purchaser shall pay for survey, recording of the deed, recording of the survey (if applicable) and buyer's premium. In the event Purchaser/Buyer would like a title examination and title insurance the same must be requested and authorized by the Purchaser at extra cost.
8. Purchaser acknowledges receipt of a copy of the Conditions of Sale and Rules of the Auction and agrees to the terms therein,
9. Purchaser acknowledges that he has inspected the property and is buying the property "As Is, Where Is". This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between Realtor/Auctioneer or Broker and Seller/Court as contained in any listing contract or other agreement between them.
10. Property taxes to be pro-rated as of the date of closing, rollback taxes are to be paid by purchaser if applicable.
11. Lead Based Paint form must be signed and waived and inspection made prior to auction.

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**BIDDER/PURCHASER**

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**BIDDER/PURCHASER**