

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ONLINE AUCTIONS CONDUCTED BY HUDSON & MARSHALL

The Auctioneer is conducting this auction as an online auction only. Bidders are required to acknowledge that they have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction.

BIDDING TIME: Bidding is scheduled to begin and close at the times set forth. All time references are local time where the property is located.

TECHNICAL PROBLEMS: We have made every effort to provide an easy online bidding experience for this auction. However, technical problems could arise and affect our website, our bidding system and/or internet issues of H&M's server or your server. Bidder should be aware that neither H&M nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. In the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Questions call 800-841-9400.

PURCHASE CONTRACT: If you are the successful bidder, you will be required to sign a purchase and sale agreement and return, with the required escrow funds, within 48 hours of being notified you are the successful bidder. The earnest money deposit must be in the form of a wire transfer or cashier's check.

TERMS OF SALE: All bidders must register Hudson & Marshall. If the bidder is the successful high bidder on a property, the bidder will be required to tender as Earnest Money an amount equal to the greater of \$2,500 or 10% of that high bid amount. All sales made at the auction event(s) covered by these Terms & Conditions are cash sales and are not contingent on the bidder's ability to obtain financing. The Earnest Money is not considered an "Option" payment. The bidder is agreeing to close on the property in the event that he or she is the successful bidder on the property. The Purchase & Sale Agreement is available on line at www.HudsonMarshall.com for review.

BUYERS PREMIUM: All real estate sold at this auction will be sold with a 10% buyer's premium fee or \$2,500 whichever is greater. (Example: If the purchaser bids \$100,000, then we charge 10% (\$10,000) for a final purchase price of \$110,000. If the bid price is less than \$25,000, then the purchaser will pay \$2,500 on top of their bid price).

INSPECTION: All vacant land tracts are available for inspection at anytime. To view the improved properties contact the listed agent to schedule an appointment.

CLOSING COSTS: All properties must close on or before **FRIDAY, NOVEMBER 17, 2017 with Seller's Title Agent**. Buyer shall pay all escrow, settlement, closing and similar fees, all cost of recording, all documentary stamp, transfer and similar taxes, the title insurance premium for any title insurance policy and endorsements requested or required by Buyer, and the costs of any survey or survey update obtained by Buyer, as well as the cost of obtaining the Title Commitment. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense.

BROKER PARTICIPATION: A 2% Broker Commission, before the inclusion of the buyer's premium, will be paid to Brokers/Agents who represent a purchaser on any auction property. Registration forms can be obtained from our website www.hudsonmarshall.com or call 478-743-1511 to have a copy emailed or faxed. Registration forms are due by 5:00 P.M. the day PRIOR to the auction. UNDER NO CIRCUMSTANCES WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. Commissions will be paid if and only if property closes. A commission on a property will be paid only to the first broker registering a prospect. A BROKER CANNOT ACT AS A PRINCIPAL AND BROKER ON THE SAME TRANSACTION.

TRANSFER OF TITLE: Seller will convey title via Special Warranty Deed.

BUYERS NOTE: Information contained herein was taken from sources deemed reliable and is believed to be correct. Although every precaution has been taken to insure the accuracy of the information herein, Hudson & Marshall, Inc., Seller, Sale Managers and all of their agents will not be responsible for any errors or omissions. It is the Purchasers responsibility to conduct their own due diligence and make their own decisions as to the accuracy of all information. All property sells in its "As-Is/Where-Is" condition with no warranties expressed or implied other than marketable title free and clear of liens and encumbrances, other than standard title exceptions.. Auctioneers are acting as agents for the Seller not the Buyer. Announcements made at the auction take precedence over all written matter. Buyers should carefully verify all items and bid accordingly. Unless the property is marked absolute in the auction brochure, it sells subject to Seller Confirmation. All high bids are considered individual offerings and not contingent upon the Seller's acceptance of other bids. If you purchase more than one property, you are required to close on any and all properties that the Seller accepts.