

**Tract 5**

6659 NE 90th Street Rd, Anthony, FL

# REAL ESTATE AUCTION

*Marion County, Florida*

**13**  
**Acre**  
**Estate**

- 
- 3 bed / 2.5 bath Home
  - 2,154 sq ft
  - 13.1± acres
  - Scenic acreage with pond

**BIDDING ENDS: SEPTEMBER 19TH**



912.531.7007 | [www.SouthAuction.com](http://www.SouthAuction.com)





This home is located in one of the most beautiful settings in Marion County! It has been completely restored home from the ground up with an all new interior, new bath rooms, new roof, new paint, and new fixtures throughout! The home sits on 13.1± acres which joins one of Marion County's most beautiful horse farms. The Indian prairie state forest is located directly across the street with miles and miles of trails for hiking and horseback riding.



The home has a beautiful back porch overlooking pretty pond with picturesque oak trees lining the property. It's a great place to relax and call home! To make you feel at home with the purchase we have a home inspection available for your review as well as a home warranty included in the purchase.

To see more pictures, please visit our website or call me for a personal tour!

**Joe Lanier**  
**912-531-7007**  
**joe@southauctiongroup.com**





## TRACT 5: Home, Pond & 13 Acres

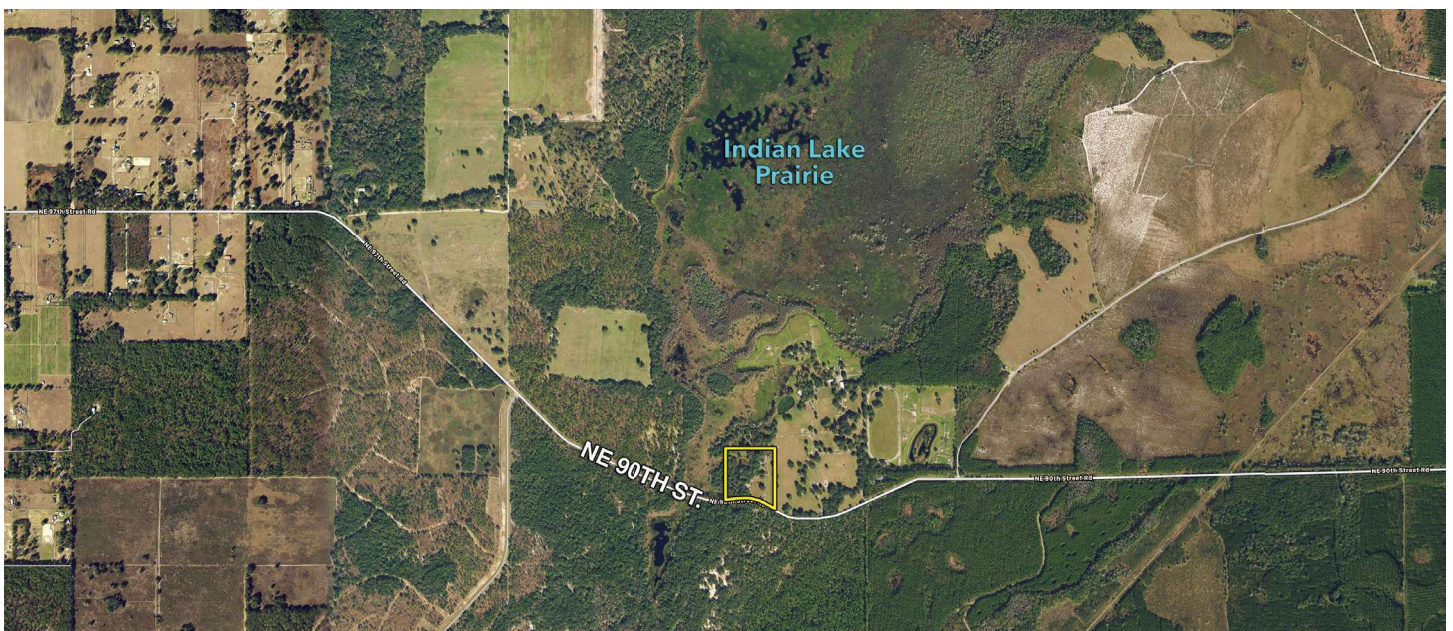
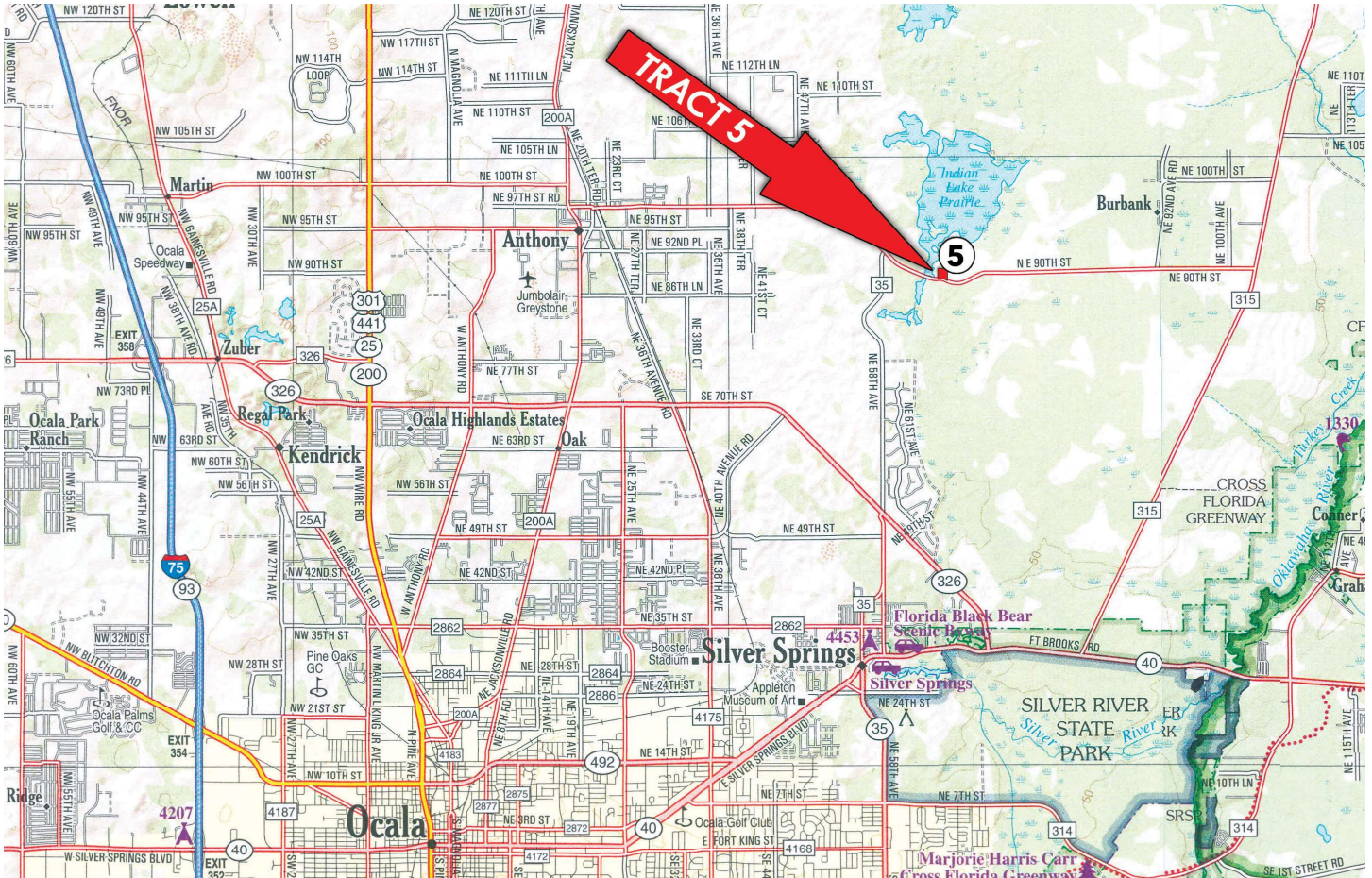




BIDDING ENDS: SEPTEMBER 19TH  
MARION COUNTY, FLORIDA



## TRACT 5 LOCATION MAP



AUCTION - 6659 NE 90th Street Rd, Anthony, FL





## REAL ESTATE TERMS & CONDITIONS TRACT 5 - MARION COUNTY, FL

ALL BIDDERS MUST READ THESE TERMS BEFORE BIDDING. BY BIDDING ON THE AUCTION YOU ACKNOWLEDGE YOU HAVE READ AND AGREE TO THESE TERMS. IF YOU ARE THE HIGH BIDDER, YOU ARE REQUIRED TO CLOSE ON THE PROPERTY.

When the auction is over, the winning bidder will mail 20% of the contract price as earnest money and they will be required to sign a real estate auction contract for the property. The winning bidder will owe the remaining balance at closing.

A 10% buyer's premium will be added to high bid to arrive at the contract price.

\*\*\*All REGISTERED BIDDERS will be charged \$1.00 to authorize their credit card upon registering for the auction. This \$1.00 is just a hold and it will be refunded onto your card. \*\*\*

\*\*\*South Auction and Realty Inc. reserves the right to ask any registered bidder for a bank letter of credit prior to or during the bidding period. The bidders account may be suspended or turned off if the bank letter of credit is not received. South Auction and Realty may ask for the bank letter of credit on a per bidder and/or per property basis. \*\*\*

The winning bidder's credit card will be charged \$5,000.00 at the close of the auction. This charge WILL NOT be refunded if the high bidder does not close on the property.

This charge will then be credited back the buyers credit card once their earnest money check has been received. South Auction and Realty Inc. will not be able to access or view any personal information and/or credit card information of any registered bidder. All transactions are handled through a third-party processor. If you have done business with us before we may elect to wave this automatic charge. Please call Brent Stephens (706-442-5513) for more details.

Contract must be mailed or signed digitally within 24 hours.

Mail To:

South Auction and Realty  
PO Box 134  
Swainsboro, GA 30401

Earnest Money shall be mailed to:

First American Title Company  
1808 East Silver Springs Blvd.  
Ocala, FL 34470

Broker Participation:

(2%)..... (of SAR commission), is available to registered brokers if approved by SAR. SAR will NOT pay a commission to a broker who is representing themselves or an immediate family member. Broker Participation form is available at southauction.com

Closings:

All closing costs are paid by the buyer.

All real estate transactions will close on or before Oct. 25th, 2019.

First American Title Company, Belinda Stephenson Agent 352-690-1787 will close all properties.





## REAL ESTATE TERMS & CONDITIONS

### TRACT 5 - MARION COUNTY, FL

#### Special Stipulations:

1. All acreage referenced in brochure, on signs, and online are estimated acres.
2. No personal property is included in this sell.
3. South Auction and Realty, INC. Nor the seller guarantees that each auction sign is accurately placed on the property being sold.
4. All sellers have the right to accept or decline any high bid. All buyers will be notified within 3 business days if their bid is accepted.
5. Please contact the auction company before inspecting the property. All inspections are at your own risk.
6. South Auction and Realty, INC. reserves the right to suspend one's bidding privileges for any reason or no reason. South Auction and Realty can elect to do so before, during, or after an auction with no notice to the bidder.
7. South Auction and Realty, INC. has the right to extend the ending date of any auction or property.
8. Any personal internet connection failures during the auction are the responsibility of the bidder. The auction will continue as normal and the item will be sold.
9. The auction company shall not be held responsible for any "missed" bids or bids unseen by the auctioneer. The bids are received immediately when they are entered. If you have a question pertaining to your bid, please contact the auction company.
10. All sales are final.
11. By bidding on any item, the bidder shows acceptance of the terms of the auction and is responsible for closing on the property if they are the high bidder when the auction time has expired.
12. The auction company reserves the right to refuse service to any person.
13. All property is sold AS IS, and ALL SALES ARE FINAL. Property is open to thorough public inspection. It is the Bidders responsibility to determine condition.
14. This auction has an EXTENDED BIDDING feature. This simply means, if there is a bid placed on the property within the last 5 minutes of the auction that will trigger the extended bidding feature. The bidding will remain open until the bidding is quiet for 5 minutes. The bidding will continue to extend as long as bids are being placed. Please call with questions.
15. South Auction and Realty Inc. makes no guarantee that any properties are suitable for septic tanks or wells. The BUYER must conduct their own examination/inspection of any property prior to bidding.
16. A home warranty will be provided to the buyer at closing at the the expense of the seller.
17. South Auction and Realty INC. is working in conjunction with RnB Realty, Randall E Alvord, Broker BK516725 1811 E Fort King St., Ocala, FL 34471 352-690-2266 on the sell of this property.
18. The "Park Model" mobile home on this property IS included in this sale. The current tenant will vacate the park model prior to closing.

**\*DISCLAIMER** –Property is being sold AS IS. We highly encourage an inspection of the property prior to bidding. Auctioneer can bid on behalf of seller. All properties are selling subject to seller confirmation. By bidding on the property all buyers are responsible for closing on the property. By bidding in the auction, you are acknowledging that you agree to the terms and conditions. Seller and Purchaser agree that any dispute arising under the terms and conditions of this sales contract or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia. All property is selling as-is, where-is with all faults and is selling subject to easements, leases, restrictions, covenants, conditions, zoning and all other matters revealed be a current survey or an inspection of the property or contained in public records. It is the bidder's responsibility to determine the information contained herein is accurate. Each bidder must conduct and rely on their own inspection and investigation. All property is sold as it lies at the time of the auction. The auction company strictly represents the sellers. All inspections are the responsibility of the buyer.



# AUCTION REAL ESTATE CONTRACT

## Tract 1-5 - Marion County, FL

As a result of the efforts of **South Auction and Realty (SAR)**, hereinafter referred to as "**Auctioneer**," the undersigned **Purchaser** agrees to purchase, and the undersigned **Seller** agrees to sell, all that tract or parcel of land lying and being in **Marion County, Florida**, being all or a portion of that property being commonly identified on **Tax Map No.** \_\_\_\_\_, together with all plants, trees, and shrubbery now on the premises; together with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "**Property**," the portion or parcel to be purchased by Buyer being identified as follows: **Located At:** \_\_\_\_\_

1. The "Purchase Price" of the property shall be defined as follows: The high bid made by the Buyer plus a ten percent "Buyer's Premium." The Buyer agrees to pay the Purchase Price of \$\_\_\_\_\_ to the Seller. The purchase price shall be paid in cash, in full, at closing. **Purchaser's** obligation to close shall not be contingent upon **Purchaser's** ability to obtain financing. Further, **Purchaser's** obligation to close shall not be contingent upon matters of survey or inspection, unless expressly noted herein, as all of such matters should have been reviewed by **Purchaser** prior to the closing of the auction should **Purchaser** have wished to obtain them. **Purchaser** shall pay all closing costs. Taxes, Homeowner's Association Fees, Dues, etc. as applicable, will be prorated as of date of closing.

For an outline of the financial terms of sale, see below.

| Bidder Number | OUTLINE OF FINANCIAL TERMS OF SALE |  |    |   | Property Number(s) |
|---------------|------------------------------------|--|----|---|--------------------|
|               | High Bid                           |  | \$ | - |                    |
|               | Buyer's Premium (10%)              |  | \$ | - |                    |
|               | Purchase Price **                  |  | \$ | - |                    |
|               | Earnest Money                      |  | \$ | - |                    |
|               | Balance Due at Closing             |  | \$ | - |                    |
|               |                                    |  |    |   |                    |
|               |                                    |  |    |   |                    |

2. **Earnest Money:** **Purchaser** is expected to pay the **Auctioneer** the sum of \$\_\_\_\_\_, as earnest money, which earnest money is to be promptly deposited into the **Auctioneer's** escrow account and is to be applied toward the purchase price at the time of closing or as otherwise provided herein. **Purchaser** agrees and acknowledges that in the event he or she fails to execute the obligations contained in this agreement for any reason other than those specifically allowed herein below, this earnest money shall constitute liquidated damages to be paid to the **Seller**. The **Seller** agrees that, in the event he or she is awarded the earnest money as liquidated damages, the Auctioneer shall be paid the entire commission due to **Auctioneer** from those proceeds. All parties hereto agree that **Auctioneer** may deposit the earnest money in an interest-bearing escrow account.
  - a. **Disbursement of Earnest Money:**
    - i. **Entitlement to Earnest Money:** Subject to the paragraphs below, **Purchaser** shall only be entitled to a return of the earnest money if one of the following should occur: a) the **Seller** terminates the agreement without justification as provided for herein, b) the **Purchaser** elects to rescind the agreement due to the Property being "destroyed or substantially damaged" as provided herein below. Or c) the Seller is unable to deliver good and marketable title as outlined herein below by the time of the scheduled closing. Otherwise, the earnest money shall be applied toward the purchase price of the **Property** at closing, or paid to **Seller** as liquidated damages should **Purchaser** fail to close.
    - ii. **Disbursement of Earnest Money:** **Auctioneer** is authorized to disburse the earnest money upon the following events:



## AUCTION REAL ESTATE CONTRACT CONTINUED

1. The Closing of the Transaction;
  2. A subsequent written agreement between **Purchaser, Seller, and Auctioneer**;
  3. An order of a Court or Arbitrator having jurisdiction over any dispute involving the earnest money;
  4. Failure of the **Purchaser** to consummate the transaction due to **no** fault of **Seller**;
  5. Failure of the **Seller** to consummate the transaction due to **no** fault of **Purchaser**;
  6. **Auctioneer** may disburse the earnest money upon a reasonable interpretation of the agreement, provided the **Auctioneer** first gives all parties at least 10 days written notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to **Auctioneer** within the 10 day notice period. Objections not timely made in writing shall be deemed waived. If **Auctioneer** receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, **Auctioneer** may do so and send notice to the Parties of **Auctioneer's** action. If **Auctioneer** decides to modify its proposed disbursement, **Auctioneer** shall first send a new 10 day notice to the Parties stating the rationale for the modification and to whom their disbursement will now be made. Should the earnest money be paid to **Seller**, **Auctioneer** shall tender said earnest money to **Seller** by check, in the event **Auctioneer**: (1) Makes a reasonable interpretation of the agreement that the agreement has been terminated due to **Purchaser's** default and (2) sends the required 10 day notice of the proposed disbursement to **Purchaser** and **Seller**. If the check is accepted and deposited by **Seller**, it shall constitute liquidated damages in full settlement of all claims of **Seller** against **Purchaser** and **Auctioneer** in this transaction. Such liquidated damages are a reasonable pre-estimate of **Seller's** actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the **Seller** from declining the tender of the earnest money by the **Auctioneer**. In such event, the Parties hereto release and discharge **Auctioneer** from any claims against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (Provided, however, **Seller** shall not be relieved of its obligation to pay a commission to **Auctioneer** as set forth in both this agreement and the **Real Estate Auction Agreement**.) Should the earnest money be refunded to **Purchaser** after **Auctioneer**: (1) makes a reasonable interpretation of the agreement that the agreement has been terminated due to **Seller's** default, and (2) sends the required 10-day notice of the proposed disbursement to **Seller** and **Purchaser**. If the check is accepted by **Purchaser**, it shall constitute a full, complete, and final settlement of all claims of **Purchaser** against **Seller** and **Auctioneer** in this transaction. In such event, the Parties hereto release and discharge **Auctioneer** from all claims **Purchaser** might have against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (**Seller** shall not be relieved of its obligation to pay a commission to **Auctioneer** as set forth in this agreement and the **Real Estate Auction Agreement** provided the earnest money is returned to **Purchaser** and closing does not take place due to fault of **Seller**;
  7. If any dispute arises between **Purchaser** and **Seller** as to the final disposition of all or part of the earnest money, **Auctioneer** may, in its sole discretion, notify **Purchaser** and **Seller** in writing that **Auctioneer** is unable to resolve such dispute and may interplead all or any disputed part of the earnest money into court, whereupon **Auctioneer** shall be discharged from any further liability with respect to the earnest money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the earnest money. In such event, the parties hereto release and discharge **Auctioneer** from all claims against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.
3. Both **Purchaser** and **Seller** shall indemnify **Auctioneer** for and hold harmless **Auctioneer** from any costs, losses, liabilities, or expenses, including attorney fees resulting from **Auctioneer** being named as a party to any legal action resulting from either **Purchaser's** or **Seller's** failure to fulfill any obligations and undertakings as set forth in this Contract.



## AUCTION REAL ESTATE CONTRACT CONTINUED

Further, the Parties shall not bring legal action against **Auctioneer** for any decision of **Auctioneer** to disburse the earnest money in accordance with the agreement set forth herein.

4. **Seller** warrants that **Seller** presently has marketable title to said **Property**, and at the time the sale is consummated agrees to convey good and marketable title to said **Property** to **Purchaser** by General Warranty Deed, subject only to (1) zoning ordinances affecting said **Property**, (2) general utility easements of record servicing said **Property**, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions and encumbrances affecting the **Property**.
5. **Purchaser** shall have reasonable time after date hereof in which to examine title and to furnish **Seller** with a written statement of objections affecting the marketability of said title. Any such objections shall be made known to **Seller** at least five days prior to closing. **Seller** shall have reasonable time after receipt of such objections to satisfy all valid objections and, if **Seller** fails to satisfy such valid objections within a reasonable time, then at the option of **Purchaser**, evidenced by written notice to **Seller**, this contract shall be null and void, and **Purchaser's** earnest money shall be returned.
6. **Seller** and **Purchaser** agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.
7. **Seller** and **Purchaser** agree that **Purchaser** is buying this property AS IS with no implied or express warranties. For all purposes of this contract and the transaction described herein, the term "AS IS" shall mean only that the property has not been destroyed or substantially damaged prior to closing. For the purposes of this agreement and the transaction described herein, the term "destroyed or substantially damaged" shall mean that the cost to repair the Property is equal to or greater than fifty percent (50%) of the Purchase Price. In the event that the Property is destroyed or substantially damaged, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as may be paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.
8. **Auctioneer** makes no representation or warranty as to fitness or merchantability of title to the above described **Property**. **Auctioneer** has not conducted a title examination of the **Property** prior to the sale and, therefore, does not certify **Seller's** ability to transfer title of the **Property** free and clear of liens. **Auctioneer** shall have no liability to **Seller** or **Purchaser** in the event closing fails to take place due to there being title defects, encumbrances, or liens upon the **Property** that would prevent the sale from taking place as anticipated.
9. A commission is to be paid to **Auctioneer** and Broker, if any, in accordance with that certain agreement between **Auctioneer** and **Seller** regarding authorization and compensation, pursuant to a **Real Estate Auction Agreement** and the auction sales brochure relative to the subject **Property**. Said documents are incorporated herein by reference.
10. **Seller** and **Purchaser** agree that any dispute arising under the terms and conditions of this sales contract or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia. Both **Purchaser** and **Seller**, by execution of this agreement, and regardless of their state or county of residence, submits themselves to the jurisdiction of the Superior Courts of Emanuel County, Georgia for resolution of any and all disputes arising under the terms and conditions of this sales contract and agree that both jurisdiction and venue shall be proper in the Superior Courts of Emanuel County, Georgia.
11. Seller may leave items of personal property on any or all of the tracts in Seller's discretion. Purchaser of each tract is entitled to ownership of any items of personal property left on the property as of the date of closing. Seller has no responsibility to remove any such items. Removal of such items, and any costs associated therewith, is the SOLE RESPONSIBILITY of the Purchaser.
12. Seller and Purchaser agree to all terms contained in the website Terms and Conditions previously agreed to by the Purchaser. All such terms and conditions are hereby merged and incorporated into this agreement as though fully set forth herein.

### Special Stipulations

1. Real estate taxes, as well as Homeowner's Association Fees and Dues, if applicable, on the **Property** shall be prorated as of the date of closing.
2. Sale shall be closed on or before **Oct. 25th, 2019**. **Seller** has the right to extend the closing 45 days, if needed.
3. All closings shall be conducted by: First American Title Company, Belinda Stephenson Agent 352-690-1787
4. All closing costs will be paid by the **Purchaser**. Should **Purchaser** desire to have title insurance or a title certificate issued, **Purchaser** can negotiate for said services with the closing agent.
5. Possession of the **Property** shall be granted by **Seller** to **Purchaser** no later than the closing date, unless specifically stated herein.
6. **Property** is sold "as is" and **Seller** makes no warranty as to easements, leases, restrictions, covenants, conditions, zoning and all other matters that would be revealed by a current survey or an inspection of the **Property** or contained in public records.





## AUCTION REAL ESTATE CONTRACT CONTINUED

7. South Auction and Realty INC/**Auctioneer** and RnB Realty/ **Broker**, are acting exclusively as agent for the **Seller**.
8. Time is of the essence of this agreement.
9. As used herein, the term "surveyed acreage" means the total gross acreage of the Property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roadways), easements or other rights-of-way, including, without limitation, electric transmission lines or other utility easements. In the event either party defaults under the terms of this Agreement, the defaulting party will be responsible for the survey expense. All boundary lines shown on auction material are estimated lines and are not exact property lines. Exact property lines can be determined by survey
10. **ALL REFERENCES TO ACREAGE REFERRED TO, WHETHER IN BROCHURES, ONLINE, OR ON SIGNS ARE ESTIMATES. THE ACTUAL ACREAGE CAN ONLY BE ASCERTAINED AFTER A SURVEY OF THE PROPERTY. BY SIGNING THIS CONTRACT, THE HIGH BIDDER AGREES TO FULFILL THE TERMS OF THIS CONTRACT REGARDLESS OF ACTUAL ACREAGE!!**
11. **\*\*\*\*SPECIAL NOTE - First American Title Company will hold the earnest money in this transaction.**

### PURCHASER

\_\_\_\_\_  
Signature: Purchaser

\_\_\_\_\_  
Print Purchaser's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Email Address

**Please describe below how property will be purchased (cash, financed). If you plan to finance, give all information on financial institution:**

\_\_\_\_\_

\_\_\_\_\_  
Signature: SOUTH AUCTION AND REALTY  
AUCTIONEER – GAL 3022/Real Estate License 279973 / FL Auction License #5022

\_\_\_\_\_  
Signature: RnB Realty, Randall Alvord

### SELLER

\_\_\_\_\_  
Signature: Seller

\_\_\_\_\_  
Print Seller's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Email Address



## ABOUT SOUTH AUCTION & REALTY

We are a full service auction and real estate firm based in Swainsboro, Georgia. We serve clients all across the Southeast.

One day we may be working on a multi-million dollar real estate sale and the next cataloging the contents of a loved one's estate, preparing for an auction. Our staff of professionals are trained to help with any situation. We evaluate every client's needs and determine what tools we have to best accomplish his/her objectives.

If you are looking to liquidate real estate or personal property, we ask that you please give us a call.



Standing Left to Right:  
Brent Stephens, Joe Lanier, Tanya Lane,  
Rusty Lane, Lisa Peebles, Alex Grovenstein