THE POWELL HOMESTEAD

LAND AUCTION

EMANUEL CO. GEORGIA

84.4± ACRES

166 Georgia Avenue, Adrian, Georgia

Get Away From It All!

Bidding Ends: November 5th

SOUTH AUCTION

SouthAuction.com

THE POWELL HOMESTEAD LAND AUCTION

EMANUEL CO. 84.4± ACRES GEORGIA

Hello,
This is one of the most intact Homesteads we have ever offered! The Powell Homestead has been in the Kersey/Powell family for approximately 100 years. The farm was bought by Mr. Kersey through a share crop agreement with the previous owner. What makes this property so unique is when you drive up you feel like you just went back 100 years in time to the days of old. The barns on the homestead are the same barns that were used by Mr. Kersey to house his mules and wagons 100 years ago. The home was built in the 1940's using wood that was harvested and sawed from the property. Over the years the home has seen some upgrades but the main frame still has the original timbers.

The 84 acres of land that accompanies this homestead is very natural with lots of big oaks and pines. The pond on the back of the property is one of the highlights of this unique property. Very isolated and quiet this pond serves an amazing place of solitude and enjoyment. And if you enjoy hunting........WOW! This property is absolutely loaded with deer and turkey as well as other wildlife. Please join us on October 31st from 10am to 2pm and November 2nd from 1pm to 5pm for an open house and let us show you and tell you more about The Powell Homestead.

Please review this packet and call or email me with any questions.

Sincerely,

Rusty Lane, CAI
Owner
478-455-1861
rusty@southauctiongroup.com

SOUTH AUCTION
338 E Main Street, Swainsboro, GA
478-419-1002

OPEN HOUSE:
Sat, October 31st • 10am-2pm
Mon, November 2nd • 1pm-5pm

PAGE INDEX

THE POWELL HOMESTEAD LAND AUCTION

EMANUEL CO. · 84.4± ACRES · GEORGIA

THE POWELL HOMESTEAD

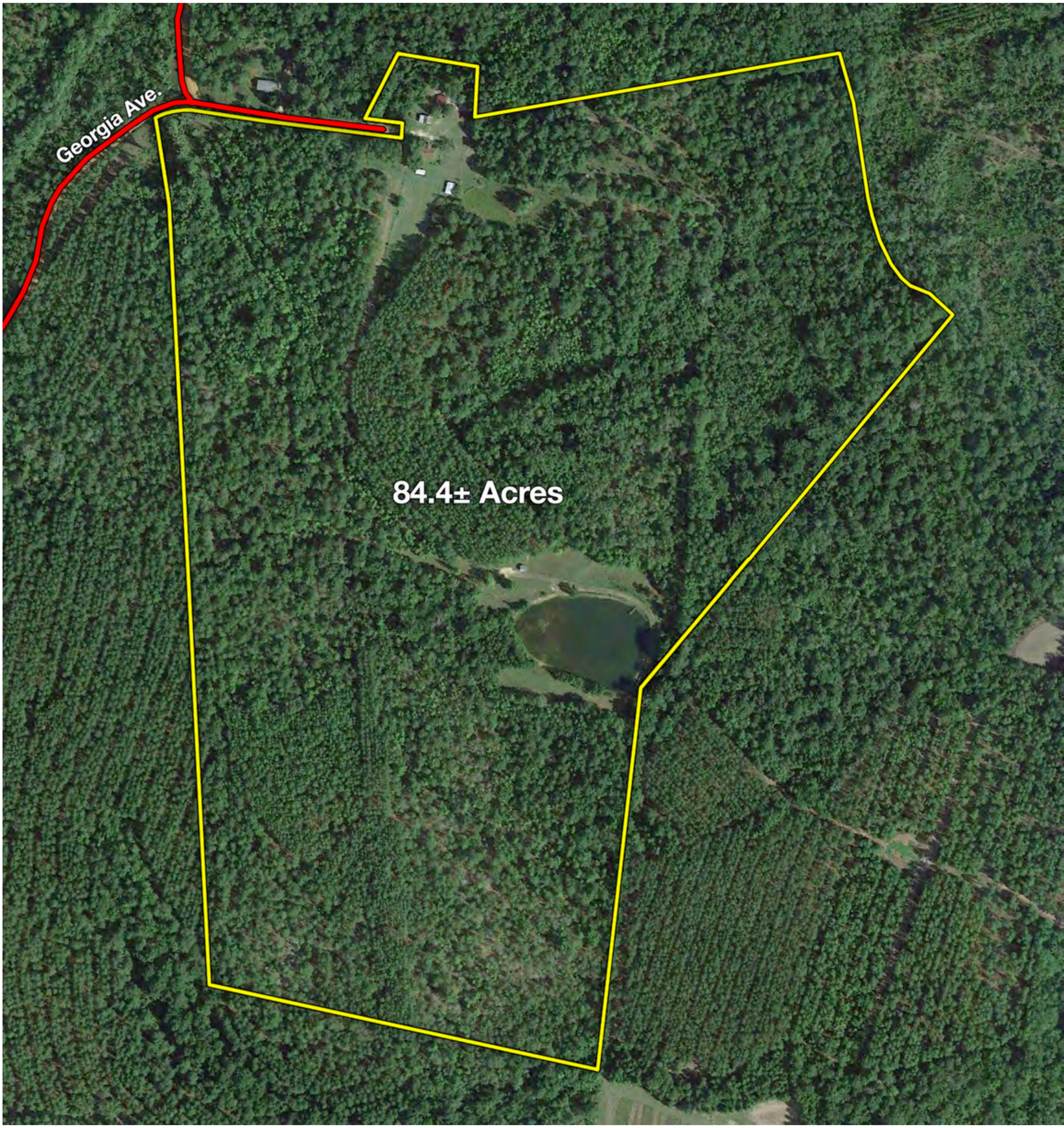
- Great hunting and recreation property
- 3 bed / 2 bath house
- Numerous barns and shelters
- 2 acre pond
- Mature pine and hardwood bottoms
- Secluded location on dead end dirt road
- Approx. 12 miles from I-16

166 Georgia Ave, Adrian, GA - Emanuel County

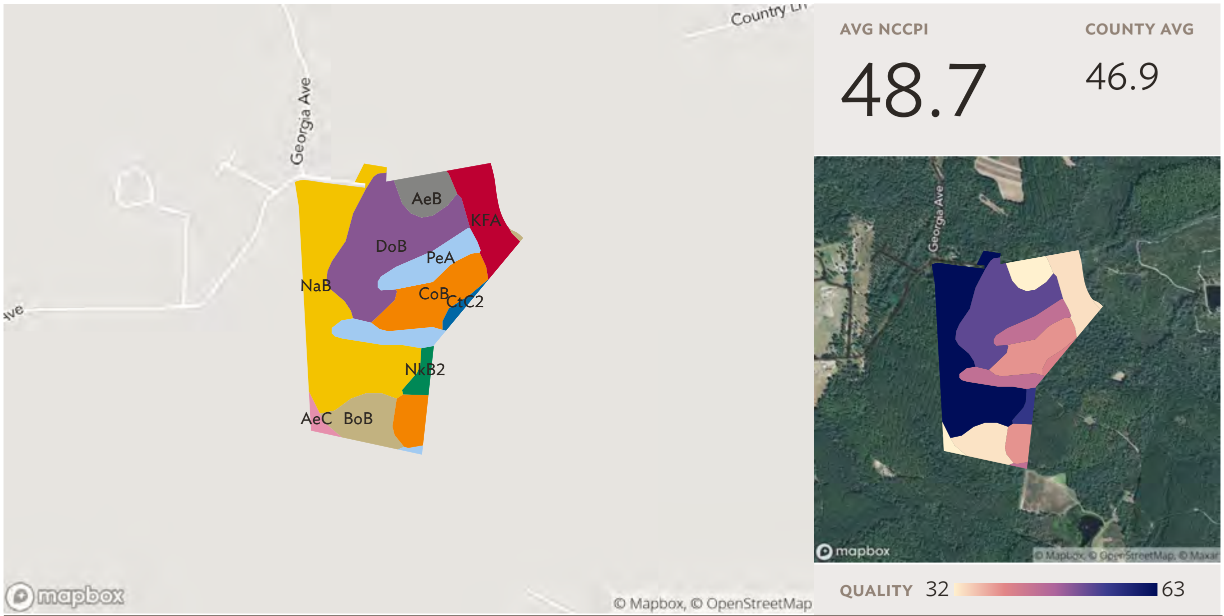
OPEN HOUSE:
Sat, October 31st • 10am-2pm
Mon, November 2nd • 1pm-5pm

LOCATION MAP

PROPERTY AERIAL MAP



SOILS MAP



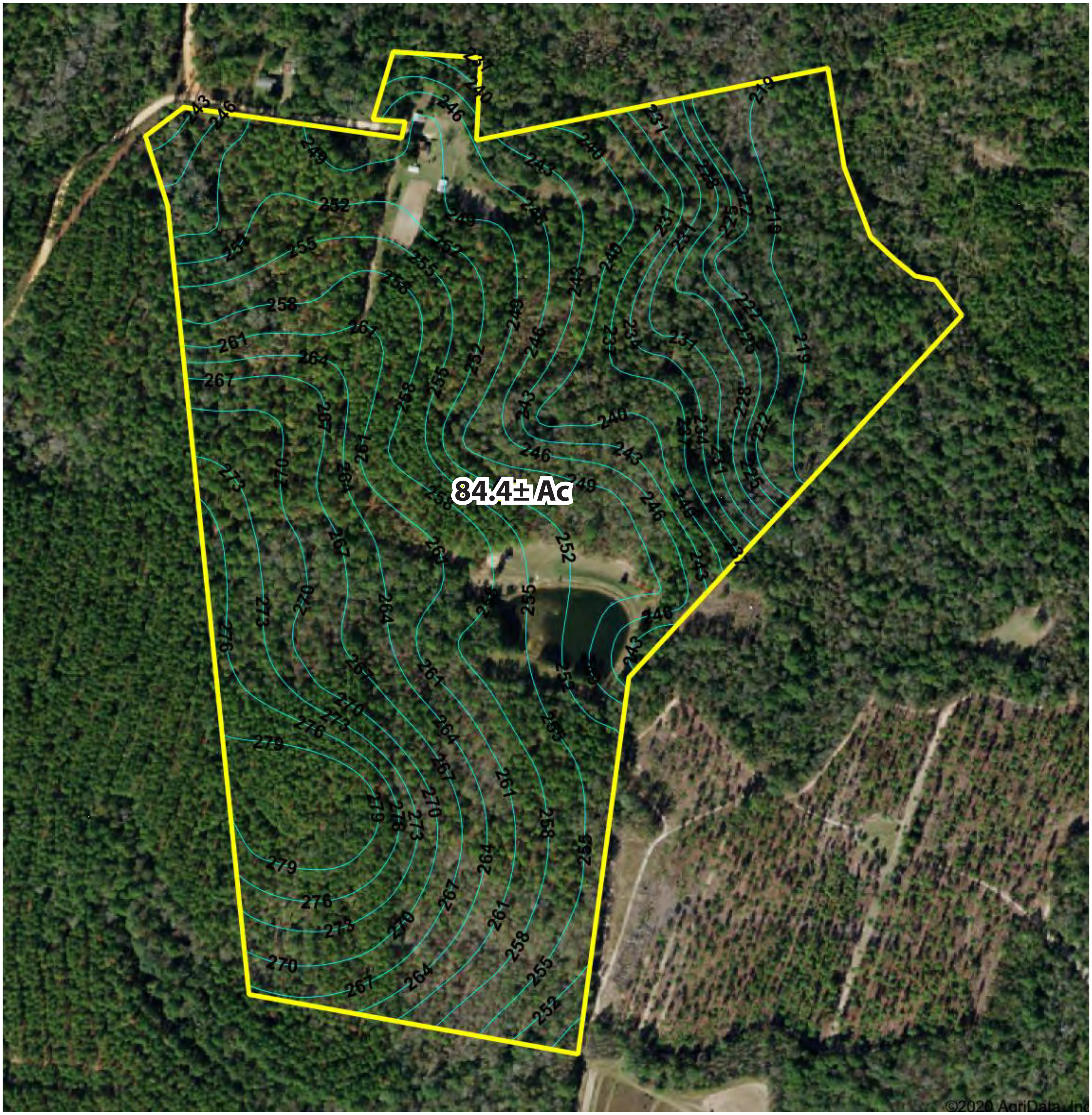
Source: NRCS Soil Survey

All fields

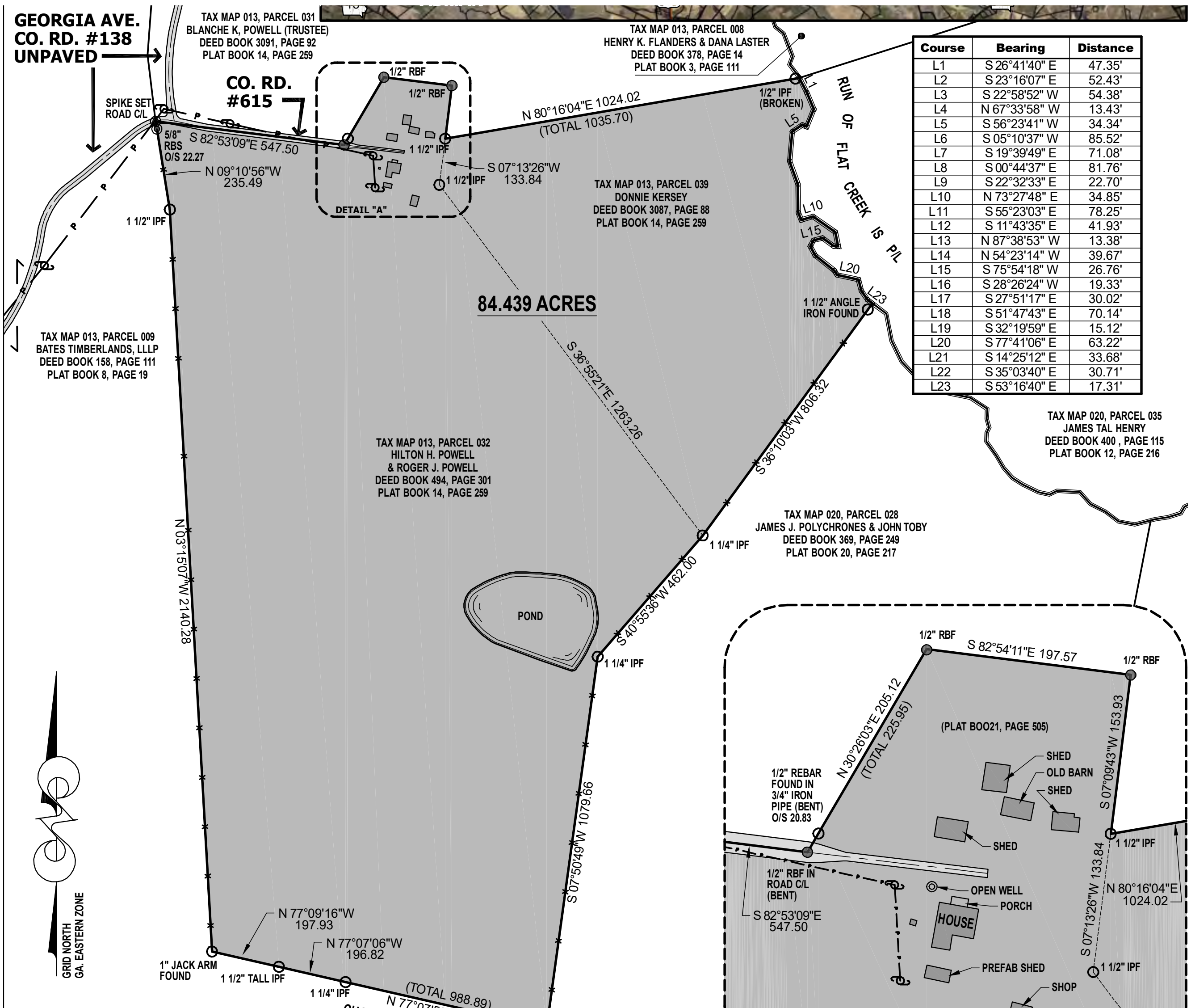
84.4 ac

	SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
	NaB	Nankin loamy sand, 2 to 5 percent slopes	26.28	30.2%	2	64.4
	DoB	Dothan loamy sand, 2 to 5 percent slopes	19.16	22.0%	2	52.9
	CoB	Cowarts loamy sand, 2 to 5 percent slopes	11.61	13.4%	2	38.8
	PeA	Pelham loamy sand, 0 to 2 percent slopes, occasionally flooded	9.07	10.4%	5	44.6
	KFA	Kinston and Bibb soils, frequently flooded	7.50	8.6%	6	33.3
	BoB	Bonifay sand, 1 to 5 percent slopes	5.96	6.9%	3	33.0
	AeB	Ailey loamy sand, 2 to 5 percent slopes	4.02	4.6%	3	21.8
	NkB2	Nankin sandy loam, 2 to 5 percent slopes, eroded	1.58	1.8%	3	56.3
	AeC	Ailey loamy sand, 5 to 8 percent slopes	0.90	1.0%	4	21.6
	CtC2	Cowarts sandy loam, 5 to 8 percent slopes, moderately eroded	0.88	1.0%	4	40.7
						48.7

TOPOGRAPHY MAP



PROPERTY SURVEY



Course	Bearing	Distance
L1	S 26°41'40" E	47.35'
L2	S 23°16'07" E	52.43'
L3	S 22°58'52" W	54.38'
L4	N 67°33'58" W	13.43'
L5	S 56°23'41" W	34.34'
L6	S 05°10'37" W	85.52'
L7	S 19°39'49" E	71.08'
L8	S 00°44'37" E	81.76'
L9	S 22°32'33" E	22.70'
L10	N 73°27'48" E	34.85'
L11	S 55°23'03" E	78.25'
L12	S 11°43'35" E	41.93'
L13	N 87°38'53" W	13.38'
L14	N 54°23'14" W	39.67'
L15	S 75°54'18" W	26.76'
L16	S 28°26'24" W	19.33'
L17	S 27°51'17" E	30.02'
L18	S 51°47'43" E	70.14'
L19	S 32°19'59" E	15.12'
L20	S 77°41'06" E	63.22'
L21	S 14°25'12" E	33.68'
L22	S 35°03'40" E	30.71'
L23	S 53°16'40" E	17.31'

SURVEYOR'S NOTES:

- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- THE BEARINGS SHOWN ON THIS SURVEY WERE CALCULATED FROM A TRAVERSE USING FIELD ANGLES AND A SINGLE BASE BEARING. THE BEARINGS MAY DIFFER FROM PREVIOUS SURVEYS DUE TO MAGNETIC DECLINATION EVEN THOUGH THE PROPERTY LINES ARE THE SAME.

DONALDSON SURVEYS
616 West Moring St. - P.O.Box 1138
Swainsboro, GA 30401
478-237-7339 - Fax 478-237-3456
email: wdsurvey@pineland.net

LEGEND

CMF	CONC. MARKER FOUND	
CMS	CONC. MARKER SET	
RBF	REBAR FOUND	
RBS	REBAR SET	
IPF	IRON PIPE or PIN FOUND	
	AS NOTED IN DRAWING	
	POWER POLE or LIGHT POLE	
— X —	FENCE LINE	
— P —	POWER LINE	
O/S	OFFSET	
BRK	BROKEN	
FND	FOUND	
R/W	RIGHT OF WAY	
C/L	CENTER LINE	
P/L	PROPERTY LINE	
P/C	PROPERTY CORNER	
PC	POINT OF CURVATURE	
PT	POINT OF TANGENCY	

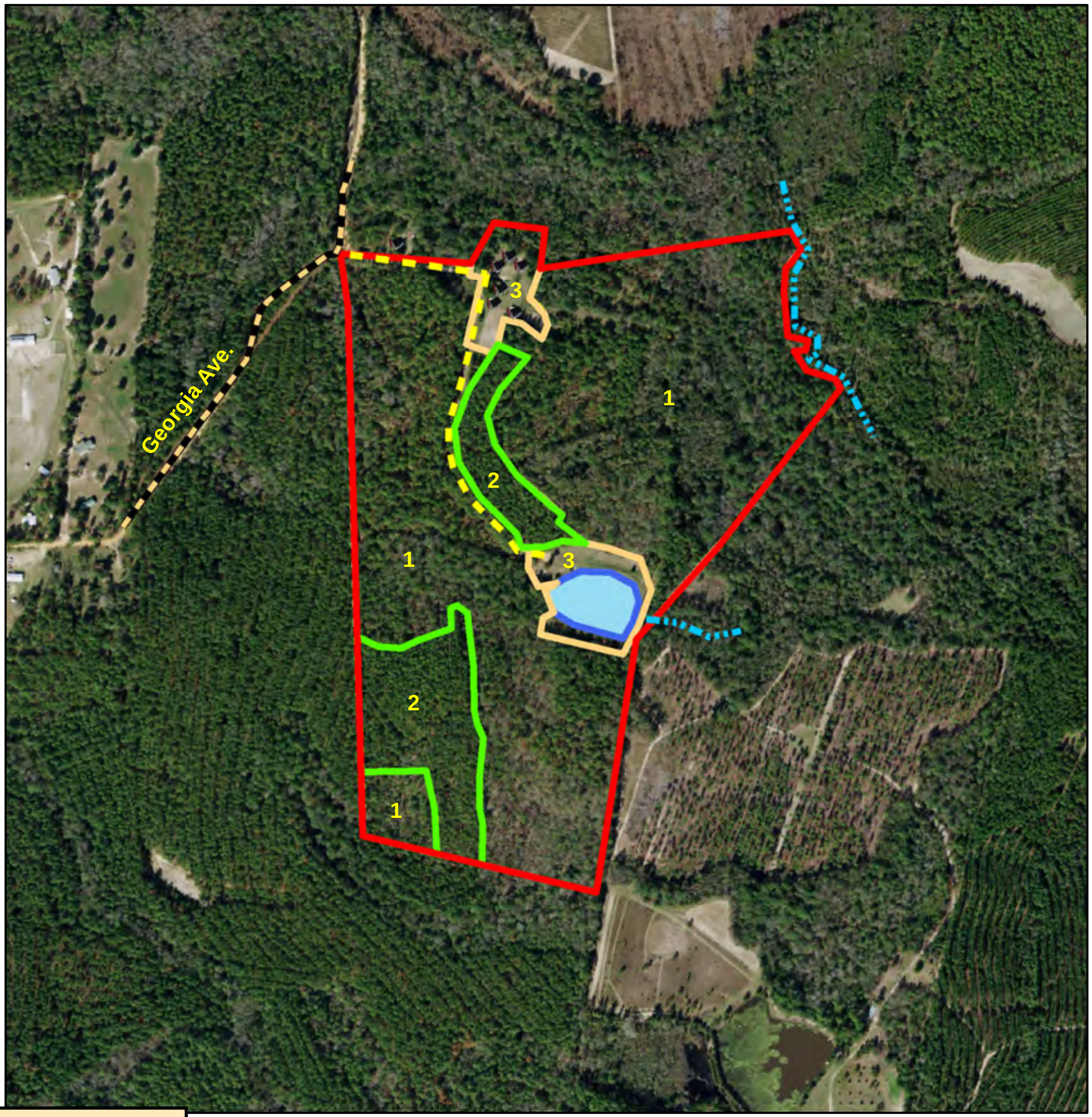
IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIAAS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67

GEORGE WILLIAM DONALDSON
GA. REG. LAND SURVEYOR # 1970

DATE: OCTOBER 1, 2020

GEORGIA REGISTERED No.1970 LAND SURVEYOR G. WILLIAM DONALDSON

TIMBER MAP



Legend

- Natural Timber
- Planted Pine
- Non-Forested
- Pond
- Drainageway
- Farm Rd.
- Building

Stand	Timber Type	Acres
1	Natural Timber	66.5
2	Planted Pine	11.2
3	Non-Forested	5.0
	Pond	1.7
	Total:	84.4

660 330 0 660 Feet

N W E S

MTMS Inc.
1586 Hwy. 192 S
Twin City, GA. 30471
478/763-3961

TIMBER VALUE SUMMARY

The Powell Homestead - Emanuel County, Georgia 84.4 Acres					
Timbered Acres				77.7 Acres	
Planted Pine				11.2 Acres	
Product	**Tons**		**$/Ton**		**Value**
Pine Pulpwood	888		14.00		$12,432.00
Pine Chip & Saw	160		20.00		$3,200.00
Pine Sawtimber	49		25.00		$1,225.00
				Stand Value	**$16,857.00**
Natural				66.5 Acres	
Product	**Tons**		**$/Ton**		**Value**
Pine Pulpwood	1155		14.00		$16,170.00
Hardwood Pulpwood	632		8.00		$5,056.00
Pine Chip & Saw	89		20.00		$1,780.00
Pine Sawtimber	297		25.00		$7,425.00
Hardwood Sawtimber	125		32.00		$4,000.00
				Stand Value	**$34,431.00**
				Merchantable Timber Value	**$51,288.00**

HOME & BARNS

HOME & BARNS

LAND & POND

OPEN HOUSE:
Sat, October 31st • 10am-2pm
Mon, November 2nd • 1pm-5pm

WILDLIFE

AUCTION CONTRACT

SOUTH AUCTION

338 EAST MAIN STREET
SWAINSBORO, GA 30401
AUCTION REAL ESTATE SALES CONTRACT

As a result of the efforts of **South Auction Inc. (SA)**, 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 **_Emanuel__**County, Georgia, being all or a portion of that property being commonly identified on Tax Map No. _013 032 and 013 039__, 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:

Property Address: 166 Georgia Avenue, Adrian, GA

1. The "Purchase Price" of the property shall be defined as follows: The high bid made by the **Purchaser** 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 Premuim (10%)	$	-	
	Purchase Price**	$	-	
	Earnest Money	$		
	Balance Due at Closing	$		

2. **Earnest Money: Purchaser** agrees to pay to **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.

AUCTION CONTRACT

ii. **Disbursement of Earnest Money**: **Auctioneer** is authorized to disburse the earnest money upon the following events:

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 **Purchaser** to consummate the transaction due to **no** fault of **Seller**;

5. Failure of the **Purchaser** to consummate the transaction due to fault of **Seller**;

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**; or

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 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.

AUCTION CONTRACT

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. 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 Limited 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 **__Dec. 4th_, 2020.** **Seller** has the right to extend the closing 45 days, if needed.
3. All closings shall be conducted by: ___Jerry Cadle PC, Swainsboro, GA ___
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 attorney.
5. Possession of the **Property** shall be granted by **Seller** to **Purchaser** no later than the closing date, unless specifically stated herein.

AUCTION CONTRACT

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.
7. **In addition to any other rights of Seller to extend hereunder, Seller** may extend the closing date of this contract for an additional forty five (45) days if necessary in order to cure title defects or liens that might be an impediment to closing.
8. South Auction Inc, **Auctioneer**/broker, is acting exclusively as agent for the **Seller**.
9. Time is of the essence of this agreement.
10. 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 shall be determined by survey
11. **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.**
12. **ADDITIONAL SPECIAL STIPULATIONS: The buyer will sign necessary paperwork to continue the CUVA tax covenant on the property. The buyer shall agrees not to do anything to cause the CUVA to be breached. Should a buyer cause this to be breached He/She will be responsible for 100% of any penalties associated with the breach.**

    PURCHASER INITIAL _______ / SELLER INITIAL _______

    Survey
13. **The buyer will be responsible for paying for the recent survey of the property that was conducted in Sept. 2020 by Donaldson Survey, Swainsboro, GA. This cost is $3,163. The buyer will pay for the survey at closings.**
    PURCHASER INITIAL _______ / SELLER INITIAL _______

PURCHASER	**SELLER**
______________________	______________________
Signature: Purchaser	**Signature: Seller**
______________________	______________________
Print Purchaser's Name	**Print Seller's Name**
______________________	______________________
Address	**Address**
______________________	______________________
City, State, Zip	**City, State, Zip**
______________________	______________________
Cell Phone Number	**Cell Phone Number**
______________________	______________________
Email Address	**Email Address**

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

____

______________________	______________________
Signature: George R. Lane **SOUTH AUCTION AND REALTY**	**Binding agreement date of contract**

AUCTIONEER – Firm H-64297/GAL 3022/Real Estate License 279973

TERMS & CONDITIONS

The Terms and Conditions apply to all properties offered in this auction. All Bidders must read these terms before bidding on the auction. By bidding in the auction, you are acknowledging that you have read and agree to these terms and conditions and are responsible for closing on the property if you are the winning bidder. All winning bidders will be required to sign a real estate auction contract. The winning bidder will mail $10,000.00 earnest money at the conclusion of the auction and will owe the remaining balance at closing within 30 days.

Bidder Verification
All bidders credit cards will be verified. South Auction 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 revoked if the bank letter of credit is not received. South Auction may ask for a bank letter of credit on a per bidder and/or per property basis. South Auction reserves the right to suspend bidding privileges for any or no reason either before, during, or after the auction with no notice to bidder. South Auction reserves the right to refuse service to any person.

Due Diligence
All property is being sold AS-IS, WHERE-IS, and with all faults and is selling subject to easements, leases, restrictions, covenants, conditions, zoning, and all other matters revealed by a current survey, inspection of the property, or contained in public records. ALL SALES ARE FINAL.

Inspection of Property
It is the bidder's responsibility to determine if the information contained herein is accurate. Property is open to thorough public inspection and we highly encourage an inspection of the property prior to bidding. Contact South Auction before inspecting the property. Bidder must conduct and rely on their own inspection and investigation to determine condition of property. All inspections are at your own risk. All properties as selling subject to seller confirmation.

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

Agency
South Auction strictly represents the seller and can bid on the seller's behalf. Seller has the right to accept or decline any high bid. High bidder will be notified within 48 hours if their bid is accepted.

Earnest Money
A signed real estate auction contract and the earnest money must be mailed to auction company within 24 hours of the auction closing. Mail to:

South Auction
338 East Main Street
Swainsboro, GA 30401

South Auction shall have the permission and authority to charge the winning bidder's credit card up to $5000.00 on a specific property at the conclusion of the auction This charge will be credited back to the high bidder's credit card once their earnest money is received. This charge will not be refunded if the high bidder does not close on the property and/or if the earnest money is not collected. South Auction 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.

TERMS & CONDITIONS - CONTINUED

Auction End Time

This auction has an extended bidding feature. If a bid is placed on any property within the last 5 minutes of the auction, that will trigger the extended bidding feature on all properties. The bidding on all properties will remain open until the bidding is quiet for 5 minutes on all properties.

Closing

All closing costs are paid by the successful winning bidder.
All real estate transactions will close on or before: Dec. 4th, 2020
Attorney for closing: Jerry Cadle PC, Swainsboro, GA
NOTE: The buyer will sign necessary paperwork to continue the CUVA tax covenant on the property. The buyer shall agrees not to do anything to cause the CUVA to be breached. Should a buyer cause this to be breached He/She will be responsible for 100% of any penalties associated with the breach.

Survey

The buyer will be responsible for paying for the recent survey of the property that was conducted in Sept. 2020 by Donaldson Survey, Swainsboro, GA. This cost is **$3,163**. The buyer will pay for the survey at closings.

Broker Participation

2% of South Auction commission is available to registered brokers, if approved. South Auction will not pay a commission to a broker who is representing themselves or an immediate family member.
Broker registration form is available by emailing a request to: rusty@southauctiongroup.com.

Internet/Technical Issues

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. South Auction shall not be held responsible for any “missed” bids or bids unseen by the auctioneer. Bids are received immediately when they are entered by the bidder.

Additional Terms

1) Property is being sold on an “as-is, where-is” basis, with no representations or warranties of any kind, expressed or implied.
2) Property is open to public inspection and it is the bidders’ responsibility to determine condition.
3) South Auction, nor the seller, guarantees that each auction sign is accurately placed on the property being sold.
4) All acreage reference in brochure, signs and online are estimated acres.
5) No personal property is included with any property, unless specifically stated.
6) South Auction makes no guarantee that any of the properties are suitable for septic tanks or wells or that any property has water or a septic tank available.
7) Properties will transfer to high bidder via warranty deed.
8) South Auction and winning bidder 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.

Any questions should be directed to:
Rusty Lane: 478-455-1861
Brent Stephens 706-442-5513

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.

SOUTH AUCTION

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

NOT PICTURED: Derry Bennett