

**BARFIELD AUCTIONS, INC.**  
**P.O. BOX 370**  
**SHELLMAN, GEORGIA 39886**  
**229-679-2223**

**REAL ESTATE AUCTION SALES CONTRACT**

**STATE OF GEORGIA, COUNTY OF EARLY**

THIS AGREEMENT entered into this 8TH day of April 2026 by and between PIPER/EARLY LLC of State of Georgia hereinafter referred to as "Seller," and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as "Purchaser."

In consideration of the hereinafter-specified sales price and the mutual promises exchanged herein, Seller and Purchaser agree as follows:

1. Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller the following described real property (the "property"):

All that described property in Tract(s) \_\_\_\_\_ according to the auction brochure and plat, which is by reference incorporated herein as exhibit "A".

2. PURCHASE PRICE:

The Purchaser acknowledges that the purchase price is determined by adding a ten (10%) percent Buyer's premium to the Purchaser's bid price at auction. The ten (10%) percent Buyer's premium shall be paid to the Auctioneer as commission as herein provided.

(\_\_\_\_\_) The property is sold by the tract and not by the acre, and the purchase price is \$\_\_\_\_\_

(\_\_\_\_\_) The property is sold by the acre, at the purchase price of \$\_\_\_\_\_ per acre.

\_\_\_\_\_  
Seller Initial

\_\_\_\_\_  
Buyer Initial

The property will be surveyed as hereafter provided, and the purchase price will be fixed by multiplying the per acre price times the actual number of acres determined by the survey. Based on the estimate of \_\_\_\_\_ acres in the property, the total purchase price will be approximately \$\_\_\_\_\_. The Auctioneer reserves the right to approve the Surveyor.

The purchase price shall be paid as follows: \$\_\_\_\_\_ of said purchase price shall be paid as earnest money, to Barfield Auctions, Inc. ("Auctioneer") as agent for Seller in cash or by check upon execution of this Contract and shall be applied as part of the purchase price at the time the sale is closed. The balance of the purchase price shall be paid by cashier's check at closing, unless otherwise specified in this Contract.

Contract: Closing shall be at a time and place mutually agreed upon within 30 days of the date of this Contract, unless extended in writing for a reasonable time (not to exceed ninety days) by Auctioneer or by mutual written agreement of Seller and Purchaser. If no other time and place is specified, the closing will take place on the last day of the contract period at the office of Barfield Auctions, Inc, Shellman, Georgia. The earnest money paid by Purchaser shall be deposited into Auctioneer's escrow or trust account after all terms and conditions of this Contract have been agreed to and this Contract executed by Purchaser and Seller and confirmed by Auctioneer. This earnest money shall be deposited by Auctioneer in a checking or savings-type account in an insured financial institution and kept separate from other funds of Auctioneer. Interest, in any, earned on said earnest money shall accrue to Auctioneer as a handling charge. The earnest money can be disbursed by Auctioneer only as a result of one of the following occurrences: Final closing; upon written agreement signed by all parties having a bona fide interest in said funds; upon court order; or upon default of either party. (This contract is NOT contingent upon financing of any kind.) If a survey is required, Auctioneer reserves the right to approve the Surveyor. The cost of the survey will be prorated among the purchasing parties, including Purchaser, and each purchasing parties share of the cost will be determined by each purchasing party paying for each solely-owned property line, with the cost of any interior, common line being paid by the respective purchasing parties on a per foot prorate basis.

3. Possession of the property will be given to Purchaser as follows:  
At Closing

4. The property is sold subject to the following conditions and stipulations:

(a) At closing, Seller shall deliver to Purchaser a good and sufficient warranty deed conveying the marketable title in fee simple to the property, subject to all restrictions and easements whether recorded or not whether visible or not and other matters provided herein.

(b) Purchaser shall pay State Documentary Stamps to be affixed to deed (real estate transfer tax). Purchaser shall pay all title examination fees and any title

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Seller Initial

\_\_\_\_\_  
Buyer Initial

insurance premiums, all closing fees and expenses, any loan closing costs associated with any loan being obtained by Purchaser, and survey costs as provided for elsewhere in this agreement.

Purchaser shall pay any penalties associated with withdrawal of property from any tax or government program.

(c) Ad valorem taxes, any government program payments, and rentals for the year of closing will be prorated as of date of closing, with the Purchaser paying for the day of closing.

(d) The property, and the improvements thereon (if any), are being sold "as is – where is." Purchaser acknowledges he has had ample opportunity to inspect the property and to have same inspected by his agents, and Purchaser accepts the property in its present condition. Auctioneer and Seller have gathered information contained in promotional materials from sources deemed reliable but not guaranteed. Purchaser acknowledges that he has inspected the property or has had the opportunity to do so and chose not to inspect the property. Purchaser is relying solely on his own inspection and judgment. Further, all parties acknowledge and agree that the property is being sold "AS IS" with any and all faults. Neither Auctioneer nor Seller has not made any representations concerning the property, including the presence or absence of wetlands, asbestos, underground storage tanks or any other environmental conditions which may affect the property, or the presence or absence of any form of benefits, supports, allotments, quotas, special property tax programs or subsidies of any kind or nature, except as are expressly stated in the Special Stipulations attached to this Contract.

(e) Should Purchaser default in the payment of the balance due on this tract, then Seller shall have the right to retain the earnest money as damages; provided by law, Auctioneer shall be entitled to its full commission, based on the purchase price, plus any other amounts due under the auction contract with Seller, from the earnest money, and Auctioneer shall first deduct from the earnest money its commission and other expenses, and pay the balance, if any, to Seller. This remedy is cumulative, not exclusive to those otherwise provided by law.

(f) Purchaser shall have thirty (30) days after the date of Auction in which to examine the title, and all objections as to title shall be made in writing to Auctioneer as agent for Seller within that time, and Seller shall have a reasonable time thereafter, not to exceed 45 days, within which to remove such objections. If the defects and objections are such as to render the title unmarketable, and not made marketable by the Seller, the Purchaser may rescind this Contract and shall receive back his earnest money.

(g) Should any improvements on the property be damaged or destroyed by fire or the elements before sale is consummated, the loss shall fall on Seller. If such loss is total or if the loss is "substantial" (over fifty percent of the value of the property has been lost). Then either party may terminate this Contract within twenty days after the loss, and Purchaser will receive a refund of the earnest money. If

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Seller Initial

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Buyer Initial

such loss is total or substantial but neither party elects to terminate this Contract, or if the loss is less than substantial, then at the option of the Purchaser, Seller shall repair or restore the improvement to its former condition, or Purchaser shall be allowed to deduct from the agreed purchase price the amount necessary to repair or restore premises to the condition of the same prior to the casualty. If the parties are unable to agree as to the amount necessary to repair or restore improvement to its former condition, or whether the loss is substantial, as herein defined, then each party shall name one appraiser, and the two appraisers shall name an umpire, and the decision of the majority shall determine the amount to be deducted from the purchase price, which decision and award shall have the force and effect of a statutory award as provided by the laws of the State of the Subject Property. The cost of each appraiser shall be paid by the appointing party, and the cost of the umpire shall be split between the parties.

Should one party fail or refuse to appoint an appraiser within ten (10) business days after written notice from the other party of the appointment of that party's appraiser, the one appraiser so appointed shall decide the issue.

Should any merchantable or pre-merchantable timber on the property be destroyed prior to the closing of the sale, then such loss shall fall on Seller, and Purchaser shall be allowed to deduct the value of the destroyed timber from the purchase price. In the event the parties are unable to agree upon the value of the destroyed timber, such value shall be determined by the arbitration procedure outlined in the immediately preceding paragraph.

(h) Notwithstanding anything to the contrary in this Contract, the parties agree that in the event a settlement agent is designated to close this sale, payment of all funds required under this agreement shall be paid to such agent, and all disbursements made pursuant to the settlement statement prepared for such closing shall be made by such settlement agent's checks.

(i) Auctioneer herein has acted as Agent for Seller in this transaction and shall be paid a sales commission by Seller at closing. Auctioneer has not acted as agent for Purchaser in this transaction. The settlement agent is hereby authorized and directed to pay Auctioneer earned commission at sale closing from Seller's funds.

(j) Neither Seller nor Auctioneer is positive as to the status of the oil, gas, or mineral rights. The Seller agrees to convey all its interest in any oil, gas, or mineral rights to the Purchaser at closing. This sale is subject to any prior reservation or sale of oil, gas, and mineral rights, if any.

(k) Seller and Purchaser agree that each shall execute and deliver such papers as may be necessary or proper to carry out the terms of this contract at such reasonable time and place as Seller may set for the consummation of sale. This agreement shall not be transferred or assigned without the written consent of all parties to this agreement and any permitted assignee shall fulfill all the terms and conditions of this agreement. Notwithstanding anything contained herein to the contrary, Seller's

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Seller Initial

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Buyer Initial

responsibility in connection with the Property shall cease at closing, and closing shall constitute Purchaser's acceptance of the Property unless provision is otherwise made in writing.

(l) Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required at the closing in order to meet the requirements of Internal Revenue Code Section 1445.

(m) This transaction may be used in a 1031 exchange. Purchaser and Seller agree to comply with and to execute and deliver such certifications, affidavits and statements as are required.

5. Exclusive Jurisdiction for Suit:

By entering into this Contract, the parties agree to submit to the exclusive jurisdiction of Randolph County, Georgia for adjudication of any and all disputes, and/or claims against Barfield Auctions, Inc. This is to include any disputes or claims between the parties relative to this contract, whether said dispute and/or claim involve contract, tort, or other areas of the law.

6. Disclaimer:

Purchaser and Seller acknowledge that they have not relied upon any advice, representations or statements of Auctioneer and waive and shall not assert any claims against Auctioneer involving the same. Purchaser and Seller agree that Brokers shall not be responsible to advise Purchaser and Seller on any matter.

7. Lead-Based Paint

Under Title X, the purchaser of a single family residence built before 1978 has a maximum of Ten (10) Days to inspect the property for the presence of lead based paint. By signing this Real Estate Sales Contract the Purchaser is hereby acknowledging that notice the residential dwelling was built prior to 1978 and such may present exposure to lead from lead-based paint that may place young children and pregnant women at risk. By signing this contract the Purchaser is waiving the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards or acknowledging the a ten (10) day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

8. This Contract constitutes an offer only by the Purchaser and is not accepted by the Seller until confirmation by Auctioneer is executed below, which confirmation or rejection shall be made on or before Monday, April 13, 2026 at 5:00 PM EST.

9. The following stipulations shall, if in conflict with the printed matter, control:

- A. Real Estate only sells. No personal property shall sell with subject property.
- B. Selling subject to no timber sales contracts being on the subject property.
- C. Selling subject to no hunting lease being on subject property at the time of closing.
- D. Selling subject to the 2026 farm lease. Rent proceeds shall be prorated at closing.
- E. Jane P. Piper is a licensed Georgia Realtor with license on inactive status.

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Seller Initial

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Buyer Initial

**THIS IS A LEGALLY BINDING CONTRACT  
IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.**

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**“PURCHASER”**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Purchaser's Name (Please Print)

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

**“SELLER”**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State              Zip Code

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

\_\_\_\_\_  
Telephone Number

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

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

\_\_\_\_\_  
Witness

The above contract if sale is confirmed this 8th day of April 2026.

**BARFIELD AUCTIONS, INC.**

BY: \_\_\_\_\_

License Number: \_\_\_\_\_

Firm Number: \_\_\_\_\_

\_\_\_\_\_  
Seller Initial

\_\_\_\_\_  
Buyer Initial