



## *TERMS & CONDITIONS*

ONLINE ONLY  
REAL ESTATE AUCTION

198± ACRES  
OFFERED DIVIDED  
PASTURE & WOODLANDS

CHANDLER BRIDGE ROAD  
JACKSON COUNTY, GEORGIA

ONLINE ONLY  
Auction Date  
Thursday, April 27th, 2017  
4:00 p.m.

All Bidding Subject to Auto Extend Bidding Feature



## **An Important Closing Deposit Reminder From Rowell Auctions, Inc.**

This auction is a cash sale not contingent on or subject to financing, appraisal, survey or inspections of any kind, as agreed to by bidders at registration prior to bidding, and specified in the attached Contract for Sale of Real Property.

Per the contract, **‘time is of the essence’**; you should proceed to closing immediately upon acceptance of your offer. You must close the transaction on or before May 30th, 2017. If your closing is delayed for any reason, by you, as purchaser, or other parties working on your behalf, including any lender you involve—you may be declared in breach of the contract, forfeit all deposits made, and could be additionally liable for any and all costs incurred by the seller and Rowell Auctions, Inc. in a subsequent resale of the property.

In the event a winning bidder fails to submit the signed “Contract for Sale of Real Property” and earnest money deposit as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$2,500.00 on the credit card provided at auction registration. All administrative fees are non-refundable. Additional default remedies are reserved by Rowell Auctions, Inc. and the Seller as provided in the Auction Terms & Conditions and the “Contract for Sale of Real Property”.

*Bid with confidence, but please do not delay your closing!*

## **Helpful Tips to Keep in Mind Before & During Your Bidding Process**

1. Bidding confirms you've inspected the property and read and agreed to the terms of sale in the Contract for Sale of Real Property — **DO NOT BID unless you have done this!**
2. Rowell Auctions, Inc. reserves the right to remove or cancel the bids and or bidding privileges of the party at any time deemed not to be in the best interest of the seller.
3. Anything the seller or we know about properties has been disclosed in the published materials. All properties are sold "as-is" without any further inspections or repairs.
4. You must make an earnest money deposit of 15 % of contract price and execute the Contract for Sale of Real Property within 24 hours of receipt of your contract package from Rowell Auctions, Inc.
5. You must close on the transaction on or before May 30th, 2017 — there are no financing or inspection contingencies or other delays allowed.
6. You are not allowed possession of the property until after closing. **NO EXCEPTIONS.**
7. You will also be responsible for all of the closing costs.
7. All properties are subject to prior sale or removal from the auction.
9. Again, please read and review the terms and conditions of the Contract for sale of Real Property. It is the document that controls this auction.

## **Frequently Asked Questions**

**Is this an Absolute Auction or does it require the seller to approve the winning bid?**

On a property selling at Absolute Auction, the property listing will display "This property sells at Absolute Auction", on the bidding page which means the seller agrees to sell this property for the highest bid received during this Auction "Regardless of Price". A contract is made at the bid closing between the seller and the winning bidder. All other properties are offered subject to seller confirmation/approval of the final bid price. This method allows the seller to reserve the right to accept or decline any bid placed on the property. With either method our sellers are highly motivated to sell. The seller has elected to use the auction method to reduce their time in the market and convert the property to immediate cash. Bid with confidence!

**Can I use bank financing?**

Yes, however, there are no contingencies to these sales (i.e. financing, appraisal, repairs or inspections). Therefore, you should be pre-qualified by a lender prior to bidding if you require financing. Each property is being sold for cash "as-is, where-is" with a closing deadline of May 30th, 2017.

**Can I use my own attorney/title company to examine title?**

Yes, however, the terms of the auction and contract will govern the sale, specifically the designated Settlement Agent will conduct the closing and the buyer will pay said closing fees as indicated. Buyer may seek representation from other sources at their own expense.

**Am I responsible for the property before closing?**

No.

## Terms & Conditions

**Contract for Sale of Real Property:** Each property is offered under the specific terms provided in the contract. The Contract for Sale of Real Property is available at [www.rowellauctions.com](http://www.rowellauctions.com). Please read and review the contract thoroughly prior to bidding on any property. If you have not read and reviewed the Contract for Sale of Real Property, **Do Not Bid!**

This property is offered in 15 tracts.

Tract 1: 3.00 acres

Tract 2: 3.57 acres

Tract 3: 8.57 acres

Tract 4: 15.16 acres

Tract 5: 14.59 acres

Tract 6: 11.46 acres

Tract 7: 12.22 acres

Tract 8: 43.17 acres

Tract 9: 11.58 acres

Tract 10: 14.83 acres

Tract 11: 12.69 acres

Tract 12: 12.74 acres

Tract 13: 10.40 acres

Tract 14: 12.27 acres

Tract 15: 11.29 acres

Each tract is offered individually, in combination with other tracts and the property in its entirety. The configuration that produces the best offer to the seller will determine how the property sells.

This property sells subject to owner confirmation. Please refer to the Contract for Sale of Real Property for complete terms.

## INTERNET BIDDING INCREMENTS

	Range Maximum	Increment
\$1,000.00	\$10,000.00	\$500.00
\$10,000.00	\$50,000.00	\$1,000.00
\$50,000.00	\$100,000.00	\$2,000.00
\$100,000.00	\$250,000.00	\$5,000.00
\$250,000.00	\$490,000.00	\$7,500.00
\$490,000.00	\$1,000,000.00	\$10,000.00
\$1,000,000.00+		\$20,000.00

Rowell Auctions, Inc. has the sole authority to resolve any bidding disputes as they may arise.

**Auction End Times:** All Rowell Auctions, Inc. Online Real Estate Auctions are timed events and subject to extended bidding due to bidding activity. Rowell Auctions, Inc. reserves the right to adjust the auto extension time period.

**Example:** Rowell Auctions, Inc. Online Only Real Estate Auctions have a “Dynamic Close” auto extend feature. Any bid placed within 10 minutes of the advertised auction end time will automatically extend the auction for 10 minutes from the time the bid is placed. Example: If an auction scheduled to end at 4:00 p.m. receives a bid at 3:59 p.m., the “Dynamic Close” auction extension is activated and the close time of the auction automatically extends to 4:09 p.m. The “Dynamic Close” auto-extend feature remains active until no further bids are received on the entire bidding group of properties within the auto extend time frame and which time the auction will close. Rowell Auctions, Inc. reserves the right to adjust the auto extension time period.

**Bidder Verification:** The identity of all bidders will be verified, bidding privileges are provisional, and if complete verification is not possible, Rowell Auctions, Inc. reserves the right to reject the registration, and bidding activity is subject to termination.

**Terms:** At the close of the auction, successful bidders will be emailed the contract package to execute and return to Rowell Auctions, Inc. Successful bidders will deposit 15% of contract price in the form of cashier's check or bank wire transfer with Rowell Auctions within 24 hours of receipt of the contract package. The entirety of the remaining balance is due at closing as stipulated in the “Contract for Sale of Real Property”. Purchaser shall be responsible for all wire transfer fees.

**Buyer's Premium:** A 10% Buyer's Premium will be added to the bid price on all properties to determine the final contract price.

**10% Buyer's Premium Example:**

Bid Price: \$100,000

Plus 10% Buyer's Premium: \$10,000

Total Contract Price: \$110,000

**Contracts:** Contract Packages will be sent by e-mail to the successful high bidder at the conclusion of the auction. Successful high bidder must execute and fax, email or hand deliver the package back to Rowell Auctions, Inc within 24 hours of receipt. Successful high bidders not executing and returning their contract with earnest money deposit within 24 hours of receipt will be considered in default and subject to an Administrative Fee (as defined below). **All Administrative Fees are non-refundable.**

**Auction Administrative Fee:** In the event a winning bidder fails to submit the signed "Contract for Sale of Real Property" and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$2,500.00 on the credit card provided at auction registration. Additional default remedies are reserved by Rowell Auctions, Inc. and the Seller as provided in the Auction Terms & Conditions and the "Contract for Sale of Real Property". **All administrative fees are non refundable.**

**Closing:** Time being of the essence, these sales shall be closed on or before May 30th, 2017. The purchaser will pay for all closing costs associated with the transaction. The 2017 ad valorem taxes will be prorated between the purchaser and seller (Please refer to the Contract for Sale of Real Property).

**Agency Disclosure:** In all transactions, Rowell Auctions, Inc. is acting as agent for the seller, not as buyer's agent. Rowell Auctions, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any party, deemed not to be in the best interest of the seller, at any time. At auctions with reserve, the seller and/or auctioneer reserves the right to bid on the Seller's behalf. On all auctions, auctioneer reserves the right to bid on auctioneer's behalf when permitted by law.

**Disclaimer:** All information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidders to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold "AS IS" with any and all faults. Please review all information supplied, and seek appropriate assistance prior to bidding.