



Real Estate Terms:

1. The terms and conditions as stated for this auction are part of the offering and by bidding, buyers agree to those terms. No financing or other contingencies.
2. Property is being sold "As Is Where Is" with no warranty written or implied. Property is/was available for inspections prior to the auction, at the open house, or by appointment. All required inspections must be completed prior to bidding. Bidder has reviewed the Seller's Disclosure Documents and other related Documents prior to bidding.
3. Successful high bidder will be required to sign the contract for purchase and all other required documents immediately following the bidding process on auction day.
4. A 10% nonrefundable down payment in cash or guaranteed funds must be made immediately following the bidding on the day of the auction with the balance due at closing within 30 days of auction completion. All checks over \$3,000 must be accompanied by a Bank Letter of Guarantee referencing the specific date of this auction.
5. Oil Gas and Mineral rights are not being sold, only surface rights.
6. Seller shall pay for and deliver at closing a recordable and transferable Special Warranty Deed. The cost of all State and local transfer fees shall be paid by the Seller. Property is sold subject to all easements, covenants, conditions, exceptions, leases, reservations and agreements of record (including but not limited to that certain *Easement Agreement and Assignment of Lease* by and between The Estate of Eileen McNeeley (and others) and Vertical Bridge Towers III, LLC, of record in the Jackson County Clerk's Office in Right of Way Book 517 at Page 372). In the event Seller is, prior to closing, notified by Buyer in writing of a material defect in title, Seller shall have a reasonable period of time following such notice to cure such defect in title. If the Seller is unable to cure the material defect in title within said period, Buyer may rescind this contract. In the event of Buyer's rescission due to an incurable and material defect in title, then and in those events, Seller and Buyer agree to sign a release authorizing the return of the earnest money to the Buyer and Seller agrees the Buyer's Premium as outlined above will then be charged to and become immediately payable to Broker by the Seller as payment for auction services and related damages.
7. 10% Buyers Premium will be added to final bid to determine the final contract purchase price.
8. Agency Disclosure: Fouss Real Estate Auctions LLC is acting as an Auctioneer/Agent/Broker for the Seller only. Auctioneer will set the increments of bidding and reserves the right to bid, set items in to start bidding, and reject any cut bids without notice.
9. Announcements made from the auction block, on the day of the auction, take precedence over all advertisements and statements previously made.
10. Disclaimer: All information is believed to be correct to the best knowledge of the Auctioneer/Agent/Broker's knowledge but is not warranted and is subject to inspection and verification by all parties relying on it prior to bidding. All measurements and dimensions are approximate and should be verified before bidding.
11. Sellers/Auctioneer/Agent/Broker shall not be liable for errors, inaccuracies, or omissions.
12. This Auction is with reserve, final bid price is subject to owner's confirmation or rejection. If rejected by owner, deposit will be returned to bidder. Properties will be offered individually and as a package and may include more than one round of bidding for owner's consideration or rejection.

By signing below the buyer/bidder hereby agrees to the terms of this auction including that they are buying the property as is, where is and have had the opportunity to complete any desired inspections prior to bidding.

Bidder/Buyer

Date

Bidder #