TERMS and CONDITIONS

RFCU: 849 Walker Lane, New Market, AL

ONLINE BIDDING ONLY: Bid NOW thru Thursday, February 15, 2018 at 7 PM

Real Estate: A 10% Buyer's Premium will be added to the highest bid to arrive at the total purchase price. A non-refundable deposit of 20% (escrow money) is required auction day with the balance due on or before 30 days. The closing fees are the buyer's responsibility.

SERVER, SOFTWARE TECHNICAL OR INTERNET ISSUES: In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR HORTON AUCTION & REAL ESTATE SERVICE, INC. SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Horton Auction & Real Estate Service, Inc will send email notifications to registered bidders with updated information as deemed necessary.

Disclaimers & Absence of Warranties:

\* Home may contain lead-base paint; prospective buyer(s) may inspect home 10 days prior to auction day at the sole expense of the prospective buyer.

\* Information contained herein believed to be accurate but not guaranteed by Horton Auction & Real Estate Service, Inc.

\* In all transactions, the Auctioneers are acting as agents for the Seller only. Property will be sold 'As Is, Where Is' with no guarantees, expressed or implied, by Horton Auction & Real Estate Service, Inc.

\* All decisions of the Auctioneers are final.

Horton Auction & Real Estate Service, Inc. reserves the right to reject any and all bids for any reason prior to the close of bidding.

Horton Auction & Real Estate Service, Inc. reserves the right to cancel this auction, or remove any item or lot from this auction prior to the close of bidding.

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Horton Auction & Real Estate Service, Inc. will reject the registration, and bidding activity will be terminated. The Seller and Horton Auction & Real Estate Service, Inc. reserve the right to preclude any person from bidding if there is any question as to the person's credentials, mental fitness, etc.

Bidder responsibilities include, but are not limited to: Bidders agree to keep his/her username and password confidential, as each individual is responsible for ANY and ALL activity involving his/her account. If your USER NAME is offensive to Horton Auction & Real Estate Service, Inc., then we reserve the right to terminate your bidding.

When using the web site you must obey any and all local state and federal laws. Violations will result in termination of web site use privileges. Auction company employees and/or Auction Company may bid on this auction. We gather aggregate information from this web site, which may include but is not limited to: number of page visitors, most visited pages, any and all correspondence.

DEFAULT: If purchases are not settled by the specified closing/pick up day, it will be considered in default. Upon default the bidder will be black listed/blocked from bidding on Horton Auction & Real Estate Service, Inc.'s auctions, as well as MarkNet Alliance auctions and may be charged 10% of bid price or $500, whichever is greater. All defaulted items may be offered to the next highest qualified bidder at the discretion of Horton Auction & Real Estate Service, Inc.

Any dispute between Horton Auction & Real Estate Service, Inc., its Agents or Representatives, and the Buyer(s) will be tried in a court of jurisdiction in Madison County, Alabama (or county designated by Horton Auction). By bidding on the property, buyer agrees to all terms and conditions set forth.

Buyer and or Bidder agrees to hold harmless and indemnify Horton Auction & Real Estate Service, Inc. and its Agents and its Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.