

Ray Howell Estate - Middleground Community

LAND AUCTION

Statesboro, GA - Bulloch County

- 140± Acres of Cultivation
- Several Ponds
- Awesome Duck Hunting
- Excellent Home Sites
- Tracts Ranging from 5 Acres & Up

301± Acres

Offered in Multiple Tracts & Combinations



PROPERTY INFORMATION PACKET



Auction Manager: Rusty Lane
478-455-1861 • rusty@southauctiongroup.com
www.SouthAuction.com



Thursday, January 25th, 2018 • 7pm

Held at the Comfort Inn and Suites - Statesboro GA

LAND AUCTION

Statesboro, GA - Bulloch County

301[±]
Acres

COVER LETTER



South Auction & Realty
338 E Main Street, Swainsboro, GA
478-419-1002

Hello, I am Rusty Lane, President of South Auction & Realty.

We are pleased to offer at auction, The Ray Howell Estate. Mr. Howell passed in 2016, leaving his farm to his children. After 65 years of family ownership, Mr. Howell's children, Brian and Heidi, have decided to sell. With careful consideration, they have decided to sell the property in a live auction setting. This will ensure that their friends and neighbors get an equal opportunity to purchase a piece or all of this property. This farm is in the highly sought-after Middleground community off Akins Pond Road in Statesboro, GA. The property has a variety of uses including; cultivation, livestock, home sites, recreation and residential development. The East boundary is formed by Mill Creek which feeds Akins Pond and provides some of the best duck habitat in Bulloch County!

Enclosed, you will find a Property Information Packet (PIP) on the estate that goes into further details. I, along with Brent Stephens and our staff, have worked very hard to compile all relevant information into this packet. If you would like a private showing or need additional information, please reach out to me so that we can arrange it with the Howell family.

I hope that you find value in this information and that you will be a part of our auction, either through bidding or by helping us spread the word about this unique opportunity!

Thank you for your time and please reach out to me if I can help with this or any of your real estate or auction needs.

Sincerely,

Rusty Lane
478-455-1861
rusty@southauctiongroup.com



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AUCTION TEAM

Rusty Lane - President

rusty@southauctiongroup.com | 478-455-1861

Joe Lanier - Auction Manager

joe@southauctiongroup.com | 912-531-7007

Brent Stephens - Auction Manager

brent@southauctiongroup.com | 706-442-5513

Alex Grovenstein - Auction Manager

alex@southauctiongroup.com | 912-657-1831

Visit SouthAuction.com for Auction Details.

LAND AUCTION

Statesboro, GA - Bulloch County

301[±]
Acres

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.

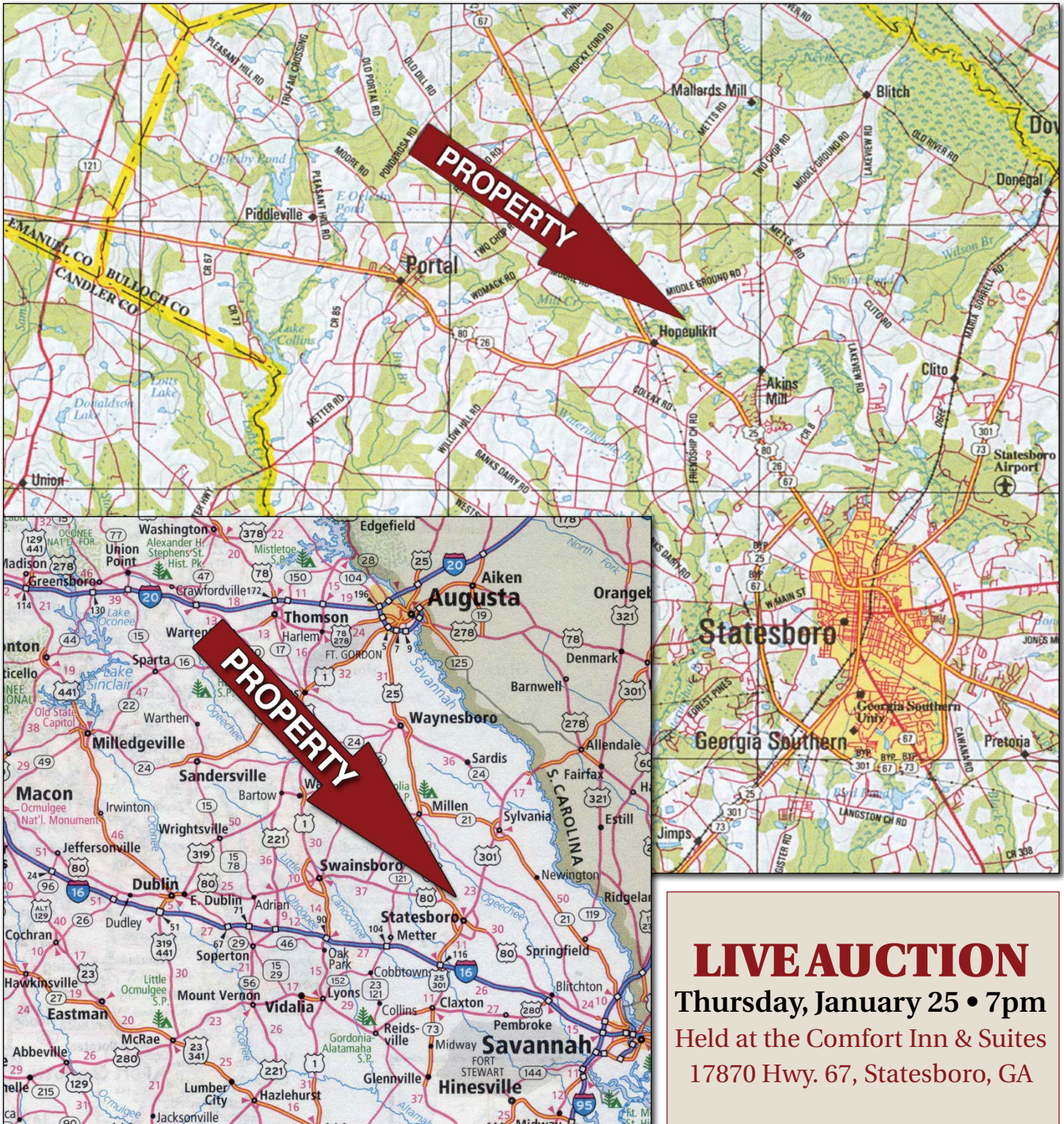
One day we may be working on a multi-million dollar real estate sale and the next cataloging the contents of a loved one's estate, preparing for an auction. Our staff of professionals are trained to help with any situation. We evaluate every client's needs and determine what tools we have to best accomplish 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

PROPERTY LOCATION MAP



LIVE AUCTION

Thursday, January 25 • 7pm

Held at the Comfort Inn & Suites

17870 Hwy. 67, Statesboro, GA

LAND AUCTION

Statesboro, GA - Bulloch County

301[±]
Acres

TAX RECORD CARD

Tax Assessors Link >>> <https://qpublic.schneidercorp.com/Application.aspx?AppID=637&LayerID=11293&PageTypeID=4&PageID=4628&KeyValue=057%20000023%20000>



qPublic.net™

Bulloch County, GA

Summary

Parcel Number 057 000023 000
Location Address 453 RAY HOWELL LN
Legal Description 301.495 AC/AKINS POND RD
(Note: Not to be used on legal documents)
Class V5-Conserv Use
(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning AG-5
Tax District County (District 04)
Millage Rate 22.025
Acres 301.5
Neighborhood 000013 (000013)
Homestead Exemption No (\$0)
Landlot/District N/A
ACC/DES 3 / C
GMD 1575

[View Map](#)



Owner

HOWELL RAY
453 RAY HOWELL LANE
STATESBORO, GA 30458

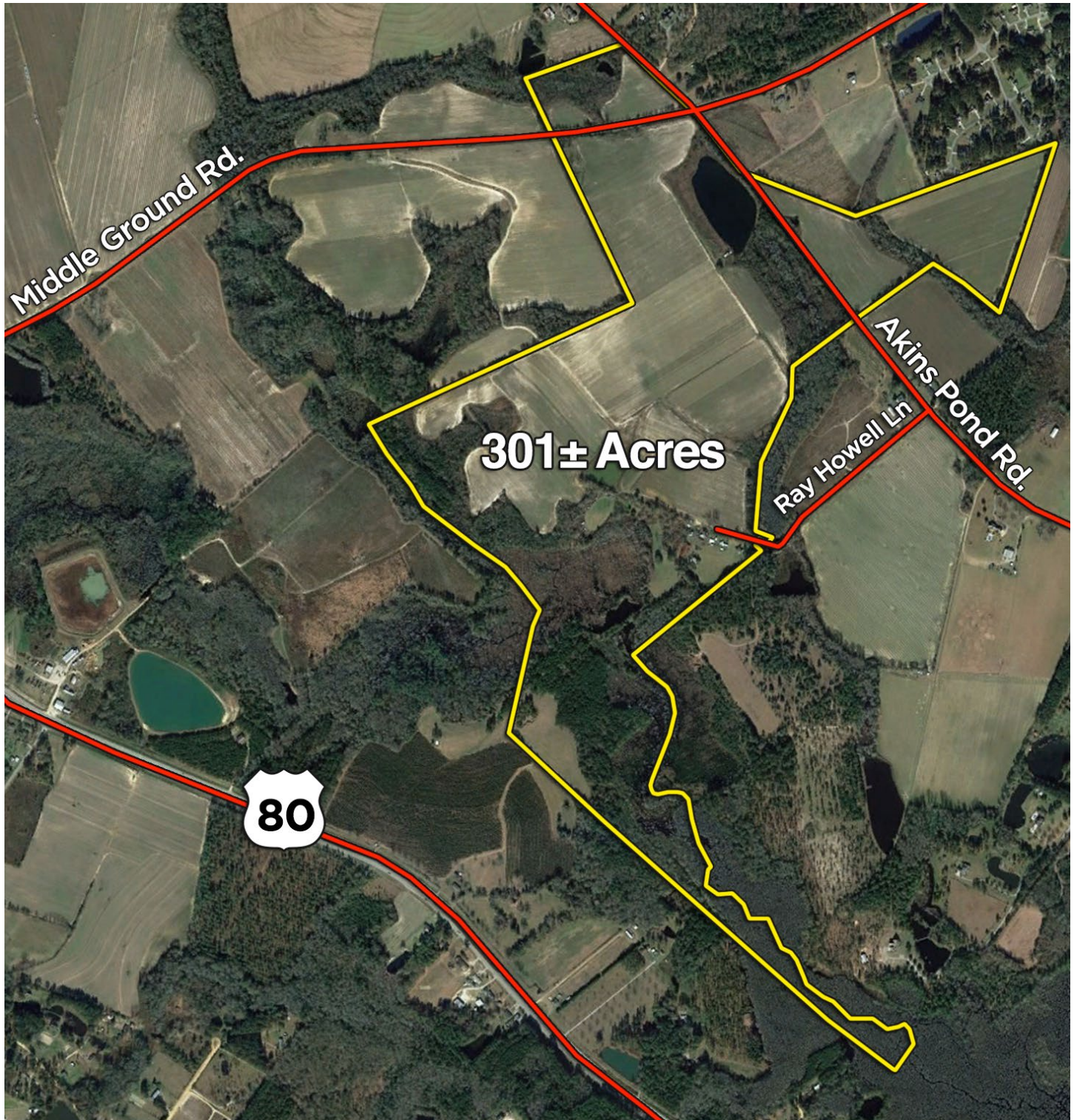
Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Open	Rural	2	88
RUR	Open	Rural	4	75
RUR	Open	Rural	5	8
RUR	Open	Rural	8	4
RUR	Open	Rural	6	25
RUR	Woodland	Rural	8	71.5
RUR	Woodland	Rural	3	13
RUR	Woodland	Rural	6	5
RUR	Pond	Rural	9	12

Conservation Use Rural Land

Type	Description	Soil Productivity	Acres
CUV	Ag Land	2	88
CUV	Ag Land	4	75
CUV	Ag Land	5	8
CUV	Ag Land	8	4
CUV	Ag Land	6	25
CUV	Timber Land	8	71.5
CUV	Timber Land	3	13
CUV	Timber Land	6	5
CUV	Timber Land	9	12

PROPERTY AERIAL MAP



LAND AUCTION

Statesboro, GA - Bulloch County

301[±]
Acres

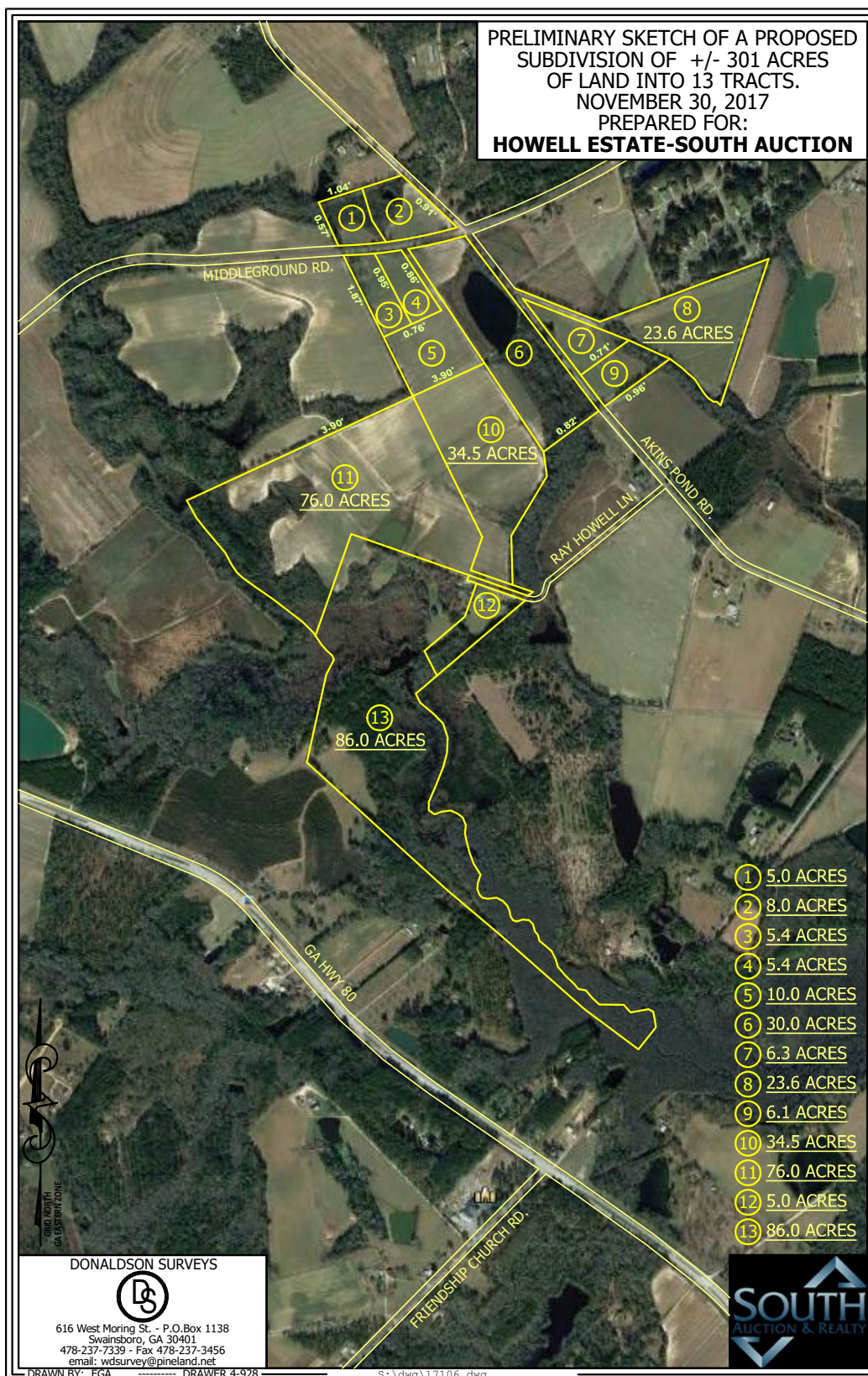
SURVEY MAP

Survey was not completed as of printing.

We expect to have a new boundry survey prior to auction.

Call Rusty for a digital copy to be emailed 478-455-1861.

SUBDIVISION MAP

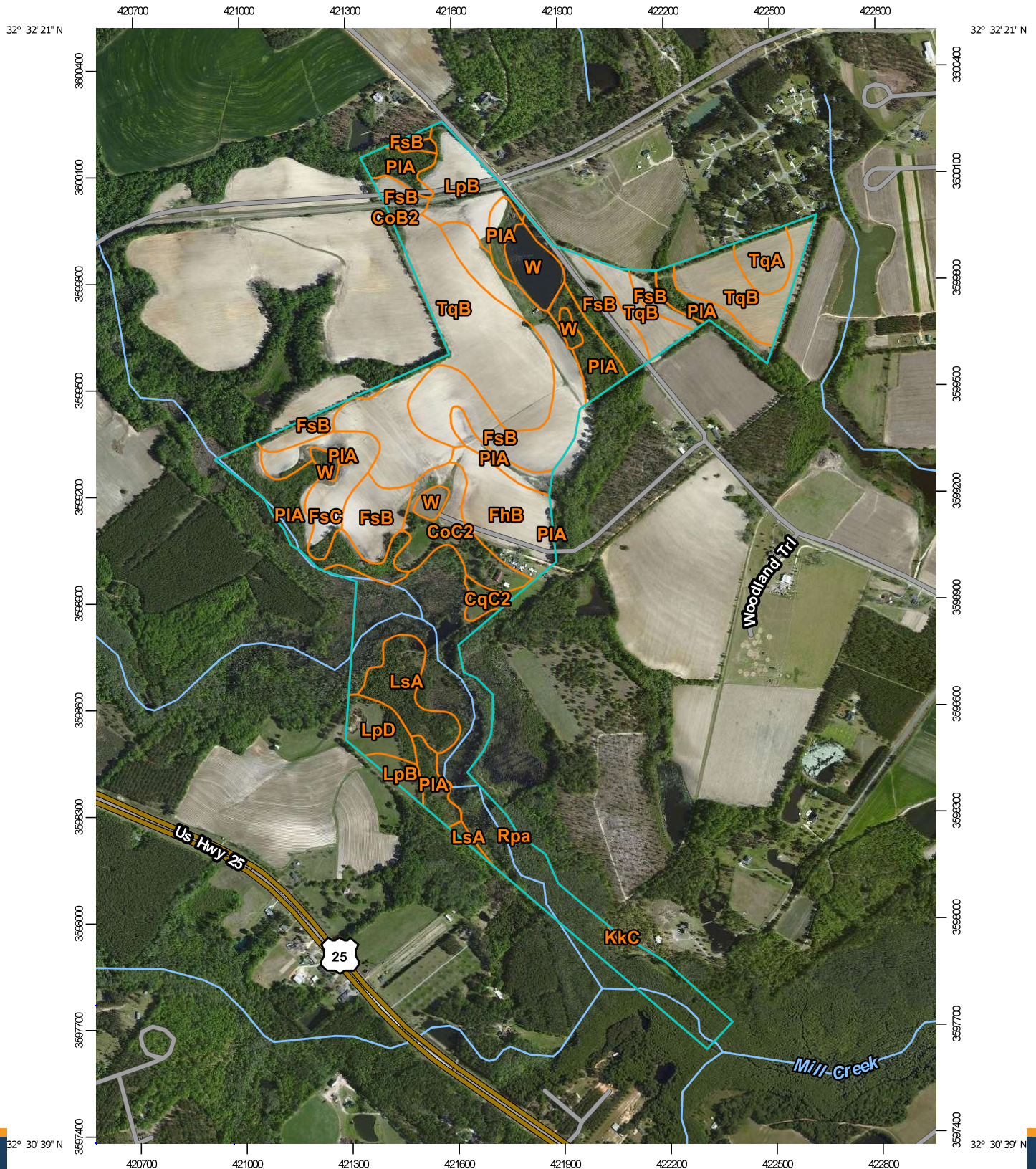


LAND AUCTION

Statesboro, GA - Bulloch County

301±
Acres

PROPERTY SOIL INFORMATION



PROPERTY SOIL LEGEND

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CoB2	Carnegie sandy loam, 2 to 5 percent slopes, moderately eroded	0.1	0.0%
CoC2	Carnegie sandy loam, 5 to 8 percent slopes, moderately eroded	12.5	4.2%
CqC2	Cowarts loamy sand, 5 to 8 percent slopes, moderately eroded	2.4	0.8%
FhB	Fuquay gravelly loamy sand, 2 to 5 percent slopes	15.5	5.1%
FsB	Fuquay loamy sand, 2 to 5 percent slopes	53.9	17.9%
FsC	Fuquay loamy sand, 5 to 8 percent slopes	11.3	3.7%
KkC	Kershaw coarse sand, 2 to 8 percent slopes	0.3	0.1%
LpB	Lakeland sand, 0 to 5 percent slopes	13.9	4.6%
LpD	Lakeland sand, 5 to 12 percent slopes	6.3	2.1%
LsA	Leefield loamy sand, 0 to 2 percent slopes	10.8	3.6%
PIA	Pelham loamy sand	39.4	13.1%
Rpa	Rutledge and Portsmouth soils and alluvial land	57.4	19.1%
TqA	Tifton loamy sand, 0 to 2 percent slopes	5.6	1.9%
TqB	Tifton loamy sand, 2 to 5 percent slopes	61.3	20.4%
W	Water	10.4	3.5%
Totals for Area of Interest		301.1	100.0%

MAP LEGEND

Area of Interest (AOI)	Area of Interest (AOI)	Spoil Area
Soils	Soil Map Unit Polygons	Stony Spot
Soil Map Unit Lines	Soil Map Unit Points	Very Stony Spot
Special Point Features	Blowout	Wet Spot
Borrow Pit	Clay Spot	Other
Closed Depression	Gravel Pit	Special Line Features
Gravelly Spot	Landfill	Water Features
Lava Flow	Marsh or swamp	Streams and Canals
Mine or Quarry	Miscellaneous Water	Transportation
Perennial Water	Rock Outcrop	Rails
Saline Spot	Sandy Spot	Interstate Highways
Severely Eroded Spot	Sinkhole	US Routes
Slide or Slip	Sodic Spot	Major Roads
		Local Roads
		Background
		Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Bulloch County, Georgia
Survey Area Data: Version 11, Sep 11, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 1, 2010—May 21, 2015

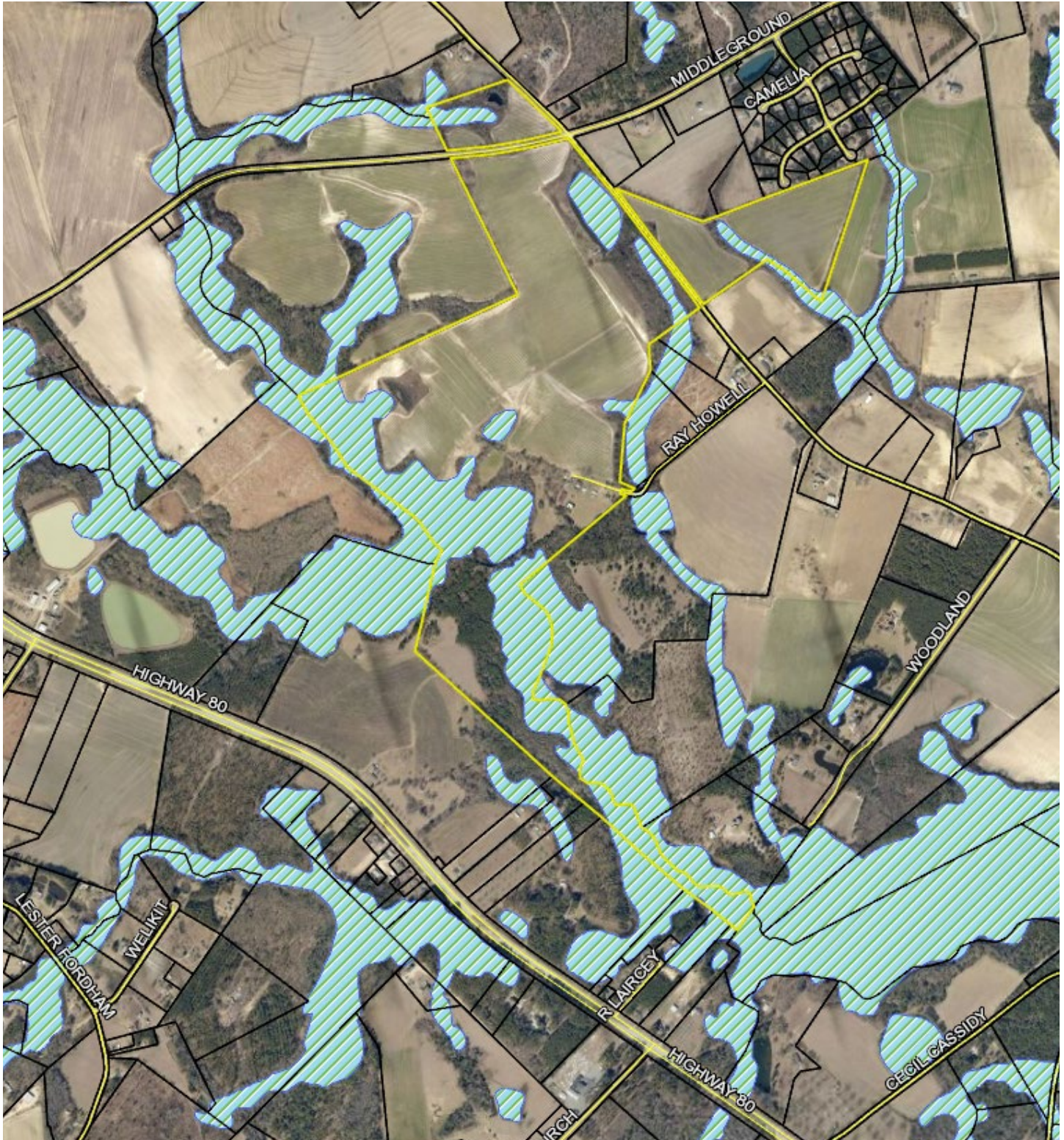
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

LAND AUCTION

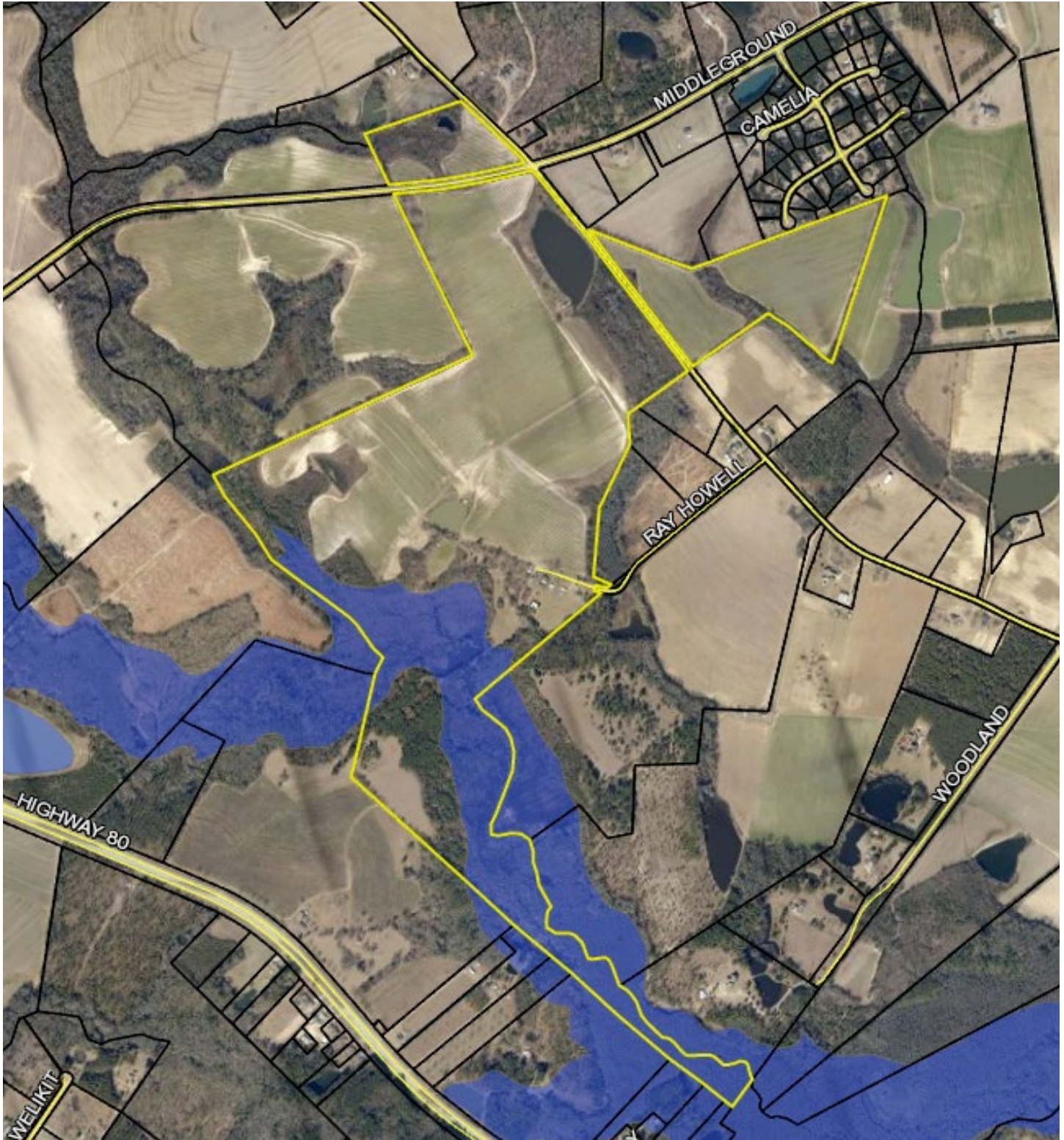
Statesboro, GA - Bulloch County

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Acres

FLOOD PLAIN MAP



WETLANDS MAP

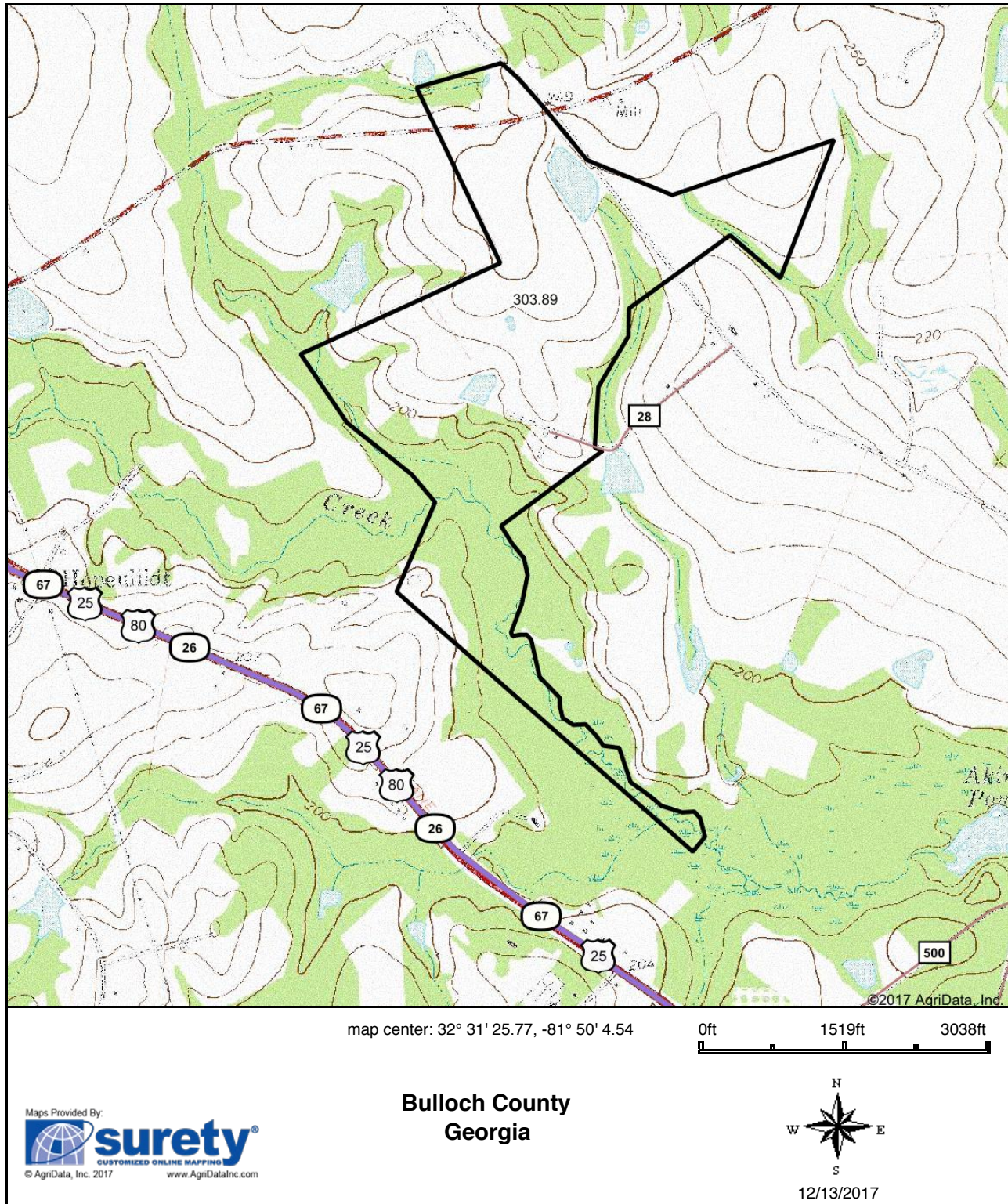


LAND AUCTION

Statesboro, GA - Bulloch County

**301±
Acres**

TOPOGRAPHY MAP



PROPERTY PHOTOS



LAND AUCTION

Statesboro, GA - Bulloch County

301[±]
Acres

EXECUTED TITLE LETTER

LAW OFFICES

**TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC**

12 SIEBALD STREET

POST OFFICE BOX 327

Statesboro, Georgia 30458

912 764-9055

FAX 912 764-8687

www.statesborolawgroup.com

1209 MERCHANTS WAY

SUITE 201

STATESBORO, GEORGIA 30458

FAX 912 871-5020

POST OFFICE BOX 327
DAN R. TAULBEE

(912)764-9055
STEPHEN T. RUSHING

(912)764-8687 (FAX)
DANIEL B. SNIPES (GA & SC)
LAURA TAULBEE MARSH
WESLEY C. TAULBEE
SCOTT A. HODGIN
CHRISTOPHER GOHAGAN (GA & SC)
LESLIE H. CUSHNER
JOSEPH H. COWART (OF COUNSEL)

December 15, 2017

Mr. Rusty Lane
South Auction Group
P.O. Box 134
Swainsboro, GA 30401

Re: **Property Owned by the Estate of Ray Howell**

Dear Mr. Lane,

Per your request we have searched the title in connection with the following described property.

"Watson-Deal Tract" 301.50+Acres, commonly identified as Tax Map No. 057-023, in the Office of the Tax Assessor Bulloch County

Title to this property is vested in Brian Ray Howell and Heidi H. Rachels, as Executors of Estate of Ray Howell and is subject to the following:

Rural Post Roads Right of Way Deeds recorded in Deed Book 290, Page 181, Deed Book 628, Page 158, Deed Book 643, Page 265, Deed Book 1838, Page 87, and Deed Book 2214, Page 457, Bulloch County Records.

Commercial Deed to Secure Debt from the Estate of Ray Howell to Citizens Bank of the South dated December 2, 2016 and recorded in Deed Book 2375, Page 629, Bulloch County Records. (Releases to be obtained at time of closing).

Yours Truly,

Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC

Laura T. Marsh

REAL ESTATE TERMS & CONDITIONS

ALL BIDDERS MUST READ THESE TERMS BEFORE BIDDING. BY BIDDING ON THE AUCTION YOU ACKNOWLEDGE YOU HAVE READ AND AGREE TO THESE TERMS. IF YOU ARE THE HIGH BIDDER, YOU ARE REQUIRED TO CLOSE ON THE PROPERTY.

South Auction and Realty is acting exclusively as an agent for the Seller and does not represent the buyer in any manner.

Successful bidders will immediately tender 20% of the contract price as earnest money - in the form of cash, personal or company check - along with a signed a real estate contract. Buyer will owe the remaining balance at closing. A 10% buyer's premium will be added to high bid to arrive at the contract price.

Bank Letter of Credit: All bidders must present a Bank Letter of Credit prior to bidding. South Auction and Realty reserves the right to waive this requirement for anyone for whom we have a known relationship.

Bidding Format:

This property will be offered in the following order:

- 1) High Bidder's Choice of the tracts by the dollar
- 2) Combinations of tracts
- 3) All Bidders will have the opportunity to defend their bids. Complete details will be announced by the Auctioneer.

The method that produces the best offer to the Seller will determine how this property sells.

Survey

All surveying will be done by Donaldson Surveying, Swainsboro, Georgia 30401, (478) 237-3107, a land surveyor registered in the State of Georgia to perform a boundary survey of the Property in accordance with the minimum technical requirements for the State of Georgia and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The Surveyor will charge 35 cents per linear foot on all exterior lines. Interior lines will also be billed at 35 cents per linear foot. If a line is shared with another Purchaser, each Purchaser will pay 17.50 cents per linear foot. The final purchase price shall be determined by the surveyed acres. It is understood that the acreage and dimensions of the tracts will likely vary from the advertised acres according to actual survey. All survey expenses will be paid by the Purchaser. For this fee, the Surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual opening of the lines.

The Surveyor will open lines for an additional fee. 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.

REAL ESTATE TERMS & CONDITIONS - CONTINUED

In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the survey expense. **All acreage referenced in the brochures and on signs are estimated acres. The actual number can only be guaranteed after a survey is complete!!!!!!**

Donaldson Surveying has already performed a boundary survey. That plat will be included in your packet. If this property sells as a whole the buyer will pay Donaldson \$10,000 for this survey. This is not negotiable

All purchasers will be notified when the surveys have been completed either by phone or by letter. Each purchaser will have 15 days after notification of the survey to close their transaction or they will forfeit their earnest money and their contract will be considered void.

Closings:

All closing costs are paid by the buyer.

All real estate transactions will close on or before March 1st, 2018.

Laura Marsh Esquire with firm of Taulbee, Rushing, Snipes, Marsh, and Hodgin will handle all closings. For an estimate on closing cost feel free to contact Laura at (912) 764-9055 or lmars@statesborolawgroup.com

Special Notes:

1. No Personal Property will be included with the auction. All Personal Property from the Lane Brothers Auction will be removed before closing.
2. All acreage referenced in brochure, on signs, and online are estimated acres.
3. South Auction and Realty Inc. nor the Seller guarantees that each auction sign is accurately placed on the property being sold.
4. All Sellers have the right to accept or decline any high bid. All Buyers will be notified within 24 hours if their bid is accepted.
5. Please contact the auction company before inspecting the property. All inspections are at your own risk.
6. South Auction and Realty Inc. reserves the right to suspend one's bidding privileges for any reason or no reason. South Auction and Realty can elect to do so before, during, or after an auction with no notice to the bidder.
7. South Auction and Realty Inc. has the right to extend the ending date of any auction or property.
10. All sales are final.
11. By bidding on any item, the bidder shows acceptance of the terms of the auction and is responsible for closing on the property if they are the high bidder.
12. The auction company reserves the right to refuse service to any person.
13. All property is sold as is, and all sales are final. Property is open to thorough public inspection. It is the Bidders responsibility to determine condition.
14. If you are the successful buyer you will be required to sign and execute a purchase contract. A copy of the contract is attached and made apart of the terms and conditions.

BANK LETTER OF CREDIT



338 East Main Street
Swainsboro, GA 30401
Rusty Lane – 478-455-1861
rusty@southauctiongroup.com

Date: __12-14-2017__

Dear Sirs,

(____ABC Bank____) irrevocably guarantees payment in full to South Auction and Realty by (____John Doe____).

The last 4 numbers of the account number that shall be drawn from are (____0000____), up to the amount of \$(____1,000,000.00____) to purchase real estate from The Ray Howell Estate auction.

This letter of guarantee is valid for (____45____) days.

BANK REPRESENTATIVE

TITLE

Email

Phone Number

LAND AUCTION

Statesboro, GA - Bulloch County

301[±]
Acres

REAL ESTATE SALES CONTRACT

JANUARY 25, 2018

As a result of the efforts of **South Auction and Realty (SAR)**, 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 __

Bulloch County, GA, 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**," identified as follows:

Property Address: __AUCTION TRACT#__

Tax Parcel Number: __PORTION OF 057-000023-000__

The purchase price of the **Property**, including the ten percent (10%) buyer's premium, is \$_____. 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 Premium (10%)		\$	-	
	Purchase Price		\$	-	
	Earnest Money		\$	-	
	Balance Due at Closing		\$	-	

Purchaser has paid 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. All parties hereto agree that **Auctioneer** may deposit the earnest money in an interest-bearing escrow account.

Disbursement of Earnest Money:

- a. Entitlement to Earnest Money:** Subject to the paragraphs below, **Purchaser** shall only be entitled to the earnest money should there be a termination of this agreement due to the fault of **Seller**. 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.
- b. 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** and **Seller**;
 - 3) An order of a Court or Arbitrator having jurisdiction over any dispute involving the earnest money, or
 - 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**.

In addition, **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

REAL ESTATE SALES CONTRACT - CONTINUED

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**.)

- c. 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.

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.

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 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**.

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.

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.

Seller warrants that when the sale is consummated the improvements on the **Property** will be in the same condition as on the date hereof, normal wear and tear accepted. However, should the premises be destroyed or substantially damaged by fire, wind, or other casualty before the contract is consummated, 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.

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.

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.

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

LAND AUCTION

Statesboro, GA - Bulloch County

301[±]
Acres

REAL ESTATE SALES CONTRACT - CONTINUED

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.

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 March 1st 2018.
3. All closings shall be conducted by: Laura Marsh, Esq 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. If residential **Property** was built prior to 1978 **Purchaser** has received PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME pamphlet and EPA and HUD Disclosure Rule pamphlet. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.
6. Possession of the **Property** shall be granted by **Seller** to **Purchaser** no later than the closing date, unless specifically stated herein.
7. **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.
8. **Seller** may extend the closing date of this contract for an additional 30 days if necessary in order to cure title defects, liens or survey's that might be an impediment to closing.
9. South Auction and Realty, **Auctioneer**/broker, is acting exclusively as agent for the **Seller**.
10. Time is of the essence of this agreement.
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:** _____

This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.

Signature: Purchaser

Signature: Seller

Print Purchaser's Name

Address

Signature: SOUTH AUCTION and REALTY

City, State Zip



ESTATE OF RAY HOWELL EQUIPMENT AUCTION

Saturday, Jan. 20th, 2018 @ 9AM

Located at Ray Howell Rd, Statesboro, GA

Tons of Shop Tools, Antique International Pick Up Trucks, Grain Trucks, Farm Tractor and Equipment, Yard Tools, Lawn Mowers, Boat and Motors, Several Trailers of Various Sizes
View Equipment Listing and Terms @ www.lanebrothersauctions.com

We owe a huge thank you to Adam Lane, Owner of Lane Brothers Auctions. The Howell Family first contacted Adam about selling the farm equipment that was part of this estate. That auction will be held on the farm on Saturday January 20th. After meeting with the family he suggested that they contact South Auction and Realty about selling the land. Shortly thereafter we met with the family and the real estate auction was set.

In our region, Lane Brothers Auctions is the undisputed leader for selling farm and construction equipment. I highly encourage you to contact them if you are in the market to buy or sell equipment.

They can be reached at:
www.lanebrothersauctions.com
Adam Lane
Cell: 478-299-3873

Ray Howell Estate - Middleground Community

LAND AUCTION

Statesboro, GA - Bulloch County

- 140± Acres of Cultivation
- Several Ponds
- Awesome Duck Hunting
- Excellent Home Sites
- Tracts Ranging from 5 Acres & Up

Auction Manager: Rusty Lane
478-455-1861 • rusty@southauctiongroup.com
www.SouthAuction.com



Thursday, January 25th, 2018 • 7pm

Held at the Comfort Inn and Suites - Statesboro GA

301± Acres

Offered in Multiple Tracts & Combinations



UPCOMING AUCTIONS

ONLINE AUCTION - JAN. 10 - JAN. 17

Large Collection of Gold & Silver

ONLINE AUCTION JAN. 18 - FEB. 1

Cabin & Pond - Wrightsville, GA

164+/- acres - Louisville, GA

75 +/- acres - Avera, GA

ONLINE AUCTION - FEB. 1 - FEB. 15

80+/- acres - Banks Dairy Rd., Portal, GA

24+/- acres - Riggs Mill Court, Statesboro, GA

