

WILLIAMSON BROS REALTY & AUCTION CO., INC.

PROFESSIONAL AUCTIONEERS OF REAL ESTATE AND OTHER SIGNIFICANT ASSETS

REGISTRATION / TERMS & CONDITIONS FOR REAL ESTATE AUCTION

ADDENDUM "A" TO PURCHASE AND SALE AGREEMENT

DATED Thursday, April 25, 2019

PROPERTY ADDRESS: 3350 Pretty Branch Drive, Smyrna, Georgia 30080

Tax ID Number 17055600180, Cobb County, Georgia (henceforth referred to as "Property")

Approved / Date

- Purchase and Sale Agreement:** Real Estate will be sold to the high Bidder subject to confirmation by the Seller. Upon being notified as the high Bidder (henceforth *Buyer*), Buyer will execute a *Georgia Association of Realtors Purchase and Sale Agreement F201* (along with this Addendum) to purchase for the bid amount PLUS ten percent (10%) Buyer's Premium for the Property described herein. Bid amount & 10% Buyers Premium will be combined to formulate the Final Purchase Price. Bid declared high bid is binding and irrevocable by Buyer.
- Non-Refundable Deposit Due:** In addition to executing the Purchase and Sale Agreement, Buyer will pay an Earnest Money deposit in the amount of twelve thousand dollars (\$12,000). Deposit will be applied to the final sales price at closing. Said monies shall be deposited in the Broker's registered escrow account.
- Deposit(s) Forefeiture:** If Buyer does not close this transaction and the Seller has fulfilled all of his/her responsibilities, then the deposit will be retained and disbursed according to the contract between the Seller and the Auctioneer. In addition, the Seller &/or Auctioneer may choose to seek other remedies as afforded them under the contract of sale. In the event of Seller default, Buyer shall be entitled to Earnest Money.
- Seller Additional Time:** If needed, Seller will have an additional thirty (30) days from proposed closing date to correct and/or satisfy any issues that prevent Seller from closing.
- Closing, Balance Due & Closing Costs:** The balance of the purchase price is to be paid in cash at closing, which shall occur on or before May 30, 2019. This Property is **NOT** being offered "subject to" Buyer's ability to obtain financing. Buyer will be responsible for all closing costs including, but not limited to, survey costs (if any), transfer tax, preparation of deed and attorney fees. Property taxes will be prorated as of the date of closing. The Property is sold free and clear of all liens and encumbrances, except utility easements, and rights of way. Possession will be given at time of closing. This transaction shall be closed by the Law Office of Cook & Tolley, LLP, 304 E. Washington St., Athens, GA 30601, 706.549.6111.
- Agency Disclosure:** Williamson Bros. Realty & Auction Co., Inc. is Agent for the Sellers and represents the Sellers only.
- Property Sold "As-Is":** Subject Property is being sold "**AS-IS**". As a Bidder on this property, the Buyer has had the opportunity to inspect the Property and is relying solely on his/her own judgment and inspection in purchasing this Property. Buyer understands that Buyer is purchasing the Property in "AS-IS" condition with all faults & without reliance on any warranty of any kind whatsoever. Seller and/or his Agents do not guarantee availability of utilities or right of occupancy.
- Auctioneer Announcements:** Any announcements made by the Auctioneer take precedence over all printed material or any other oral statements. At the sole discretion of the Auctioneer, the Property is subject to presale and/or withdrawal at any time. Conduct of the Auction and increments of bidding are at the sole discretion of the Auctioneer. All decisions made by the Auctioneer regarding bidding are final.
- Brokerage Participation** is offered on this Property. All Brokers must complete the Buyer's Broker Registration Form. Form must be received in our office no later than twenty-four (24) hours prior to commencement of the Auction. Form may be hand-delivered to Williamson Bros. Realty & Auction Co., Inc., 675 Pulaski Street, Suite 1700, Athens, Georgia 30606 to the attention of Sam Williamson, or emailed to sam@samwillauction.com, or faxed to (706) 548-3764 to the attention of Sam Williamson. Buyer's Broker must meet the requirements set forth in the Buyer's Broker Registration Form. Brokers acting in the capacity of a principal are NOT ELIGIBLE for Broker's Participation.
- Disclaimer:** The information contained in this Agreement and/or advertisement is subject to inspection and verification by all parties. The Seller, Williamson Bros. Realty & Auction Co., Inc. and their respective Agent(s) assume no liability for its inaccuracy, errors or omissions. All square footage, dimensions, boundaries and taxes, given written or verbally, are approximations. This offering may be withdrawn, modified or cancelled at any time without prior notice. This Property is being sold from legal description of record. All information, given verbally or written, is believed to be true but is not warranted. It is the responsibility of the Buyer to perform his/her own due diligence and verify Property information.
- Deed Restrictions & Covenants:** Property is sold subject to any and all deed restrictions and covenants.
- Registration Required:** All Bidders must register prior to Auction.
- Personal Property:** Upon closing, ownership of any and all personal property remaining on the Property will convert to the Buyer at no cost, penalty or liability to the Seller and/or his/her Agents.
- Liability:** Seller, Auctioneer and/or his/her Agents are **NOT** responsible for accidents and/or injuries. Persons under the age of 18 are not permitted on Property.
- Addendum Precedence:** Any and all Terms and Conditions contained within this Addendum shall take precedence over the conditions set forth in the attached Purchase and Sale Agreement dated April 25, 2019.
- Buyer Withdrawal:** Upon being declared high Bidder, Buyer acknowledges that withdrawal of bid &/or offer by Buyer any time during this process constitutes default on the Buyer's behalf and will result in forfeiture of all deposits.

AS BIDDER, I AFFIRM I HAVE READ, UNDERSTAND AND WILL ABIDE BY THESE TERMS AND CONDITIONS.

Bidder Information {Please <u>Print</u> Legibly}		Buyer's Agent Information {Please <u>Print</u> Legibly}	
Name _____		Name _____ License # & State _____	
Street Address _____		Is Your Broker Registration Form on File (circle)? <u>YES</u> <u>NO</u> Date BRF Submitted _____	
City, State, Zip _____		Street Address _____ City, State, Zip _____	
Cell Phone _____	Email _____	Cell Phone _____	Email _____
Bidder's Signature _____ Today's Date _____		Buyer's Agent Signature _____ Today's Date _____	

675 Pulaski Street, Suite 1700, Athens, GA 30601

Direct: 706.202.2685 sam@samwillauction.com www.samwillauction.com Fax: 706.548.3764