

ONLINE ONLY AUCTION

Clarendon County Mobile Homes (Items 7, 8, & 9)

Contract Package

This Contract Package includes the following documents:

Important Auction Information
Terms and Conditions
Online Bidding Tips and Increments

Questions?

Email us at info@terryhowe.com or call 864.268.4399

Purchaser Initials _____

terryhowe
& associates, inc.
www.terryhowe.com

Important Auction Information for Items 7, 8, & 9

County: Clarendon

Auction Type: Absolute

Bidding Ends: April 3, 2024. Properties will close 1 lot every 4 minutes.
(See Extended Bidding section in Terms and Conditions for information about 5-minute extensions to end times.)

Buyer's Premium: 15% added to Bid Price

Earnest Money Deposit: Full purchase price due within 24 hours of end of auction

Closing Date: Titles will be mailed upon receipt of certified or wired funds

Auctioneer's Notes: Mobile homes were acquired via delinquent tax sale. Clarendon County issued a Bill of Sale to Seller. Seller has obtained titles from the SCDMV.

Seller does not own property where mobile home is located. No real estate will transfer with this transaction. Purchaser may be required to move mobile home.

Purchaser is responsible for payment of:

- Sales taxes. Sales taxes will not be collected by auctioneer.
- 2024 property taxes. Property taxes for 2024 will NOT be adjusted as of the date of closing.
- Mobile home registration and/or decal fees.

Payment Methods: Cash (delivered in person to our office), certified funds, or wire transfer. Credit cards are not accepted for payment for mobile homes. Bidder will have twenty-four (24) hours from the conclusion of the auction to return all documents along with the required earnest money deposit.

IMPORTANT!

If you do not have the money to purchase this property, please DO NOT BID!

This sale of this property is not contingent on your ability to obtain financing.

This property may or may not qualify for financing.

You should discuss the purchase with your lender before bidding on the property.

By bidding, you are entering into a binding agreement that you agree to and will abide by all terms and conditions of the auction.

Purchaser Initials _____

Terms and Conditions

Please read the following terms and conditions, prior to bidding. If you have not read all of the terms and conditions for this auction, DO NOT BID.

Merchandise becomes the full responsibility of the bidder at time of payment, and the bidder assumes all risk of loss and damage to property at that time.

Registration: By registering and bidding for the auction, you agree that you have read and agree to abide by all terms and conditions contained herein. When you register for the auction, you will receive a bidding number via email. This bidding number is valid for all online auctions conducted by Terry Howe & Associates, Inc.

Any bidder who does not comply with the terms and conditions will have their bidding privileges revoked.

Staggered Closing: This online only auction has a staggered closing. The staggered closing works as follows: All items will close in increments of 1 item every 4 minutes, until all lots are closed.

Extended Bidding: This online only auction has an extended bidding feature. The closing time of a lot is automatically extended 5 minutes whenever a bid is placed in the last 5 minutes of the lot's closing time. The bidding for the lot will close when a period of 5 minutes has expired without an additional bid.

Maximum Bid: When you place a bid under the Maximum Bid Column, the online bidding system will enter your bid as the next required bid and continue to bid for you up to your Maximum Bid amount. For example, if the next required bid is \$5,000.00, and you enter \$10,000.00, then the online bidding system will immediately enter your bid as \$5,000.00. The online bidding system will continue to bid up to \$10,000.00 on your behalf using the preset auction increments as other bidders place their bids.

If you are the high bidder at \$5,000.00 with a Maximum Bid of \$10,000.00, and another bidder places the next required bid of \$5,250.00, then the online bidding system will bid for you at the next increment of \$5,500.00, and so on. If at such time a bidder places a bid that is higher than your Maximum Bid, then you will be outbid. If you are not outbid, then it is possible that you may win the bid for an amount less than your Maximum Bid.

Damages: Any damages caused by a purchaser or other party during the inspection period or during the removal period must be made good by the purchaser or party causing the damages.

Warranty: Unless otherwise noted, you are buying used merchandise. Neither the seller nor the auctioneer makes any warranty or guarantee to the condition of any item. All items are sold "as is, where is". Item descriptions have been derived from sources believed to be correct; however, neither the seller nor the auctioneer guarantees these descriptions. RELY ON YOUR OWN PERSONAL INSPECTION. The failure of any bidder to inspect, or to be fully informed as to the condition of the property, its age, value or other determinative factor, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid.

Agency: All transactions are between the seller and the buyer. The auctioneer is acting only as the seller's agent.

Winning Bidder Notification: If you are the winning bidder for a lot or group of lots, you will be notified with an invoice via email within 1 hour of the close of the auction.

Catalog Discrepancies: You are bidding on the item as described. Do not rely solely on the photograph. Occasionally, the wrong photograph may be displayed, or other additional items may be pictured which do not sell with the current lot.

Bidding Errors: If you mistakenly increase your own bid, place your bidder number in the bid field, or make any other gross bidding error, you must contact our office immediately by email. If an adjustment is made to your bid, you must remain the high bidder.

We will not reverse bids that have caused another bidder to be outbid. We will not reverse any bids after the auction has begun to close, no exceptions.

Chargebacks: Bidder agrees that under no circumstances will he or she initiate a chargeback.

Server & Software Technical Issues: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, the Auctioneer reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the Auctioneer nor the online bidding software and service provider shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

The Auctioneer reserves the right to cancel, suspend, extend or reschedule an individual item or auction event. The auctioneer reserves the right to make changes to the auction closing times or inspection or removal times. Email notifications will be sent to registered bidders with updated information as deemed necessary by the Auctioneer.

Online Bidding Tips

We want to make your experience at the auction enjoyable and easy to understand. Here are some tips that will help you.

Learn about the property

1. Read all the information about the property on our website at www.terryhowe.com.
2. Watch the video about the property. It often has additional information and disclosures that may not be in the written description.
3. Read this *Contract Package* completely. Email or call us if you have any questions.
4. Be sure to visit the property during the scheduled inspection time.

Register and bid early!

Please do not wait until the last 10 minutes before the auction closes to register and place your first bid. If any of your information is not correct, the online bidding system may not let you bid, and you may not have time to correct it before bidding ends.

The registration system requires a credit card. *Upon placing your first bid, this card is authorized for \$1.00, but is not charged. It is used for the purpose of identity verification.*

If you do not have a credit card, please contact us to discuss alternate arrangements.

Are there any additional costs?

If you are the high bidder, you will be responsible for some additional costs in addition to the bid price.

These are listed in this *Contract Package* in 2 places:

1. First page of *Real Estate Online Terms and Conditions* lists the amount of the buyer's premium for this auction, property survey costs, and other potential expenses, if included for this auction.
2. *Closing Price Sheet* lists the amount of each of the closing costs charged by the closing attorney.

Additional Questions?

Email us at info@terryhowe.com or call us at 864.268.4399. We are here to help.

This sale of this property is not contingent on your ability to obtain financing. You should discuss the purchase with your lender prior to bidding on the property.

Online Auction Bidding Increments

\$100.00 to \$500.00	\$10.00
\$500.01 to \$1,000.00	\$25.00
\$1,000.01 to \$2,000.00	\$50.00
\$2,000.01 to \$5,000.00	\$100.00
\$5,000.01 to \$25,000.00	\$250.00
\$25,000.01 to \$50,000.00	\$500.00
\$50,000.01 to \$150,000.00	\$1,000.00
\$150,000.01 to \$250,000.00	\$2,500.00
\$250,000.01 to \$1,000,000.00	\$5,000.00
\$1,000,000.00 +	\$10,000.00

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