ONLINE ONLY **AUCTION**

Office/Residential Building in Easley, SC

Contract Package

This Contract Package includes disclosures and documents that will require your signature. These documents may include, but are not limited to the following documents:

Important Auction Information
Online Bidding Tips and Increments
Real Estate Agency Disclosure
Contract of Sale
Exhibit “A” – Terms and Conditions
Tax Map
Surveys
Closing Price Sheet

Questions?
Email us at info@terryhowe.com or call 864.268.4399

Important Auction Information

County: Pickens

Property Address: 612 W Main St, Easley, SC

Tax Parcel ID: 5019-15-54-1649

Auction Type: Court Ordered.

Bidding Ends: November 7, 2024
(See Extended Bidding section in Terms and Conditions for information about 4-minute extensions to end times.)

Buyer's Premium: There is no buyer's premium for this auction.

Earnest Money Deposit: $10,000.00

Closing Date: on or before December 9, 2024

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

Links to GIS maps are for informational purposes only. GIS maps are NOT a survey; lines are only an approximation.

Auctioneer's Note: See included surveys for note about title insurance exception for small portion of property where lot line was moved.

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 _____

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

Purchaser Initials _____

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS

South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
Telephone: (803) 896-4400 Fax: (803) 896-4427
http://llr.sc.gov/POL/REC/

Pursuant to South Carolina Real Estate License Law in S.C. Code of Laws Section 40-57-370, a real estate licensee is required to provide you a meaningful explanation of agency relationships offered by the licensee's brokerage firm. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate brokerage firm. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the brokerage firm and not with the associated licensee.**

A real estate brokerage firm and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the brokerage firm. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

You Are a Customer of the Brokerage Firm

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following ***basic duties*** when dealing with ***any*** real estate buyer or seller as customers: ***present all offers in a timely manner, account for money or other property received on your behalf, provide an explanation of the scope of services to be provided, be fair and honest and provide accurate information, provide limited confidentiality, and disclose "material adverse facts" about the property or the transaction which are within the licensee's knowledge.***

Unless or until you enter into a written agreement with the brokerage firm for agency representation, you are considered a "customer" of the brokerage firm, and the brokerage firm will not act as your agent. As a customer, you should not expect the brokerage firm or its licensees to promote your best interest.

Customer service does not require a written agreement; therefore, you are not committed to the brokerage firm in any way unless a transaction broker agreement or compensation agreement obligates you otherwise.

Transaction Brokerage

A real estate brokerage firm may offer transaction brokerage in accordance with S.C. Code of Laws Section 40-57-350. Transaction broker means a real estate brokerage firm that provides customer service to a buyer, a seller, or both in a real estate transaction. A transaction broker may be a single agent of a party in a transaction giving the other party customer service. A transaction broker also may facilitate a transaction without representing either party. The duties of a brokerage firm offering transaction brokerage relationship to a customer can be found in S.C. Code of Laws Section 40-57-350(L)(2).

You Can Become a Client of the Brokerage Firm

Clients receive more services than customers. If client status is offered by the real estate brokerage firm, you can become a client by entering into a written agency agreement requiring the brokerage firm and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this agency relationships disclosure document in a timely manner.

A ***seller becomes a client*** of a real estate brokerage firm by signing a formal listing agreement with the brokerage firm. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the brokerage firm which becomes the agent for the seller.

A ***buyer becomes a client*** of a real estate brokerage firm by signing a formal buyer agency agreement with the brokerage firm. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the brokerage firm which becomes the agent for the buyer.

SOUTH CAROLINA DISCLOSURE OF REAL ESTATE BROKERAGE RELATIONSHIPS

South Carolina Real Estate Commission
PO BOX 11847, Columbia, S.C. 29211-1847
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http://llr.sc.gov/POL/REC/

If you enter into a written agency agreement, as a client, the real estate brokerage has the following ***client-level duties: obedience, loyalty, disclosure, confidentiality, accounting, and reasonable skill and care***. Client-level services also include advice, counsel and assistance in negotiations.

Single Agency

When the brokerage firm represents only one client in the same transaction (the seller or the buyer), it is called single agency.

Dual Agency

Dual agency exists when the real estate brokerage firm has two clients in one transaction – a seller client and a buyer client. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to represent both you and the other client in a disclosed dual agency relationship.

Disclosed Dual Agency

In a disclosed dual agency, the brokerage firm's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the brokerage firm. As a disclosed dual agent, the brokerage firm and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the brokerage firm's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients. At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the brokerage firm to designate a representative for you and one for the other client in a designated agency. Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself, with or without a transaction broker agreement.
- You can choose to hire the brokerage firm for representation through a written agency agreement.
- If represented by the brokerage firm, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

If you plan to become a client of a brokerage firm, the licensee will explain the agreement to you fully and answer questions you may have about the agreement. Remember, however that until you enter into a representation agreement with the brokerage firm, you are considered a customer and the brokerage firm cannot be your advocate, cannot advise you on price or terms, and only provides limited confidentiality unless a transaction broker agreement obligates the brokerage firm otherwise.

The choice of services belongs to you – the South Carolina real estate consumer.

Acknowledgement of Receipt by Consumer:

Signature _____ Date _____

Signature _____ Date _____

THIS DOCUMENT IS NOT A CONTRACT.
This brochure has been approved by South Carolina Real Estate Commission for use in explaining representation issues in real estate transactions and consumer rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

Contract of Sale

The undersigned _____, hereafter called Purchaser, agrees to buy and the undersigned _____, hereinafter called Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any, located in Pickens County, South Carolina, and being identified as 612 W Main St, Easley, SC and having Tax Parcel Identification # 5019-15-54-1649

This Contract is subject to all the terms and conditions herein in addition to the terms and conditions as contained in that certain Terms and Conditions, attached hereto and incorporated in its entirety as Exhibit "A".

Contract Sales Price: _____($_____)

$ _____ Total Contract Sales Price
$ 10,000.00 Earnest Money Deposit (applied to purchase price, non-refundable)
$ _____ Additional Cash at Closing (does not include closing costs)

It is understood that insurable title, except subject to all reservations, easements, rights of way, and restrictive covenants, of record, or on the premises, and all government statutes, ordinances, rules and regulations is to be furnished. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

A Quitclaim Deed will be prepared in the name of _____, and delivered at the offices of Donnan & Morton, P.A., or other stipulated place of closing, and the transaction shall be closed on or before December 9, 2024.

A Quitclaim Deed will be furnished by the Seller. The Purchaser shall be responsible for all closing costs, including preparation of the Quitclaim Deed and transfer tax and closing attorneys' fees, which shall include the cost of the title examination, title binder, an owner's policy of title insurance, and any other customary closing costs incurred in connection with the purchase of the property, including but not limited to courier or overnight mail fees and wire transfer fees.

Taxes, HOA fees, rents, and other assessments shall be adjusted as of the date of closing. Tax prorations pursuant to this contract will be based on the tax information available on the date of closing and are to be pro-rated on that basis. All prorations are final and no additional adjustments shall be made after closing.

Possession of the premises will be given Purchaser at closing.

The parties agree that this written Contract and the attached Terms and Conditions attached hereto and incorporated in its entirety as Exhibit "A" express the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder, and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors, and assigns forever.

Signatures below signify acceptance of all terms and conditions stated herein and attached hereto, and shall become a binding contract for purchase and sale of real property with a binding agreement date of December 9, 2024. The binding agreement date shall be defined as the date the Purchaser has executed the Contract of Sale and the Terms and Conditions.

Purchaser _____ **Date** _____ **Witness** _____

Printed Name _____ **Phone** _____

Purchaser _____ **Date** _____ **Witness** _____

Printed Name _____ **Phone** _____

Seller _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____

Exhibit “A”
Terms and Conditions

Agency: The Auctioneer is an agent of the Seller in this transaction. The Bidder acknowledges receipt of the appropriate State Agency Disclosure Brochure form for the state where the property is located and has read and understood this disclosure as presented. The Bidder is considered a Customer of the Auctioneer and the Auctioneer will not act as your agent. The Auctioneer will receive valuable consideration for its efforts as agent in this transaction from the Seller.

Auctioneer will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap or familial status and will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements.

Registration: All Bidders must register with the Auctioneer. By registering and bidding, the Bidder acknowledges that he/she has read and agrees to the Real Estate Online Terms and Conditions as well as the Contract Package. The Bidder agrees to sign the Contract of Sale and other documents related to the transaction, pay the required earnest money deposit, and close the transaction if he/she is determined to be the highest Bidder.

Bidder Verification: The identity of all Bidders will be verified. A Visa or MasterCard is required to register. No charges will be made to your card unless you are determined to be the winning Bidder, and you fail to execute the Contract of Sale and pay the required earnest money deposit.

Contract Package: Documents that will require your signature will be included as a part of the Contract Package. These are available in the auction listing at www.terryhowe.com. These documents may include, but are not limited to the following documents: Agency Disclosure, Terms and Conditions, Contract of Sale, Survey or Plat, Tax Map, Restrictive Covenants, Lead Based Paint Brochure, Lead Based Paint Disclosure Form, Sellers' Property Disclosure (residential property only), Termite Inspection Report, Appraisal, Home Inspection Report, Estimates of Repairs, Reports of Completed Repairs, Zoning, Bidding Increments, and other documents pertaining to the sale and purchase of the property. All documents are not required for every auction. If they are not posted in the auction listing, they are unavailable.

Online Bidding: This is an online timed auction. There will not be a live auction. All bids must be placed online. The Auctioneer is not responsible for malfunctions or system errors, which cause a bid or bidder to fail to be recognized or registered.

Maximum Bid: When placing 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.

Extended Bidding: All online auctions have a scheduled ending time. All auctions have an extended bidding feature. Each auction will automatically extend if a bid is received in the last four (4) minutes prior to the scheduled ending time. For example: If an auction is scheduled to end at 1:00 PM, and a bid is received at 12:58 PM on an individual item, then the bidding will remain open on that item until 1:02 PM. The extended bidding will remain active until no additional bids are received in a four (4) minute time period.

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.

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.

Contract Sales Price: The Contract Sales Price will be determined by adding your bid price and a Buyers' Premium equal to a percentage of the bid price together. The Buyers' Premium can vary for different auctions, and is disclosed at the beginning of these Terms and Conditions. Below is an example of how this calculation works using a fifteen percent (15%) Buyers' Premium.

Example:	Bid Price	$100,000.00
	Buyers' Premium	$15,000.00
	Contract Sales Price	$115,000.00

Contract Execution: Within two (2) hours of the conclusion of the bidding, a Contract of Sale and other required documents will be emailed to the address provided at registration. Bidder will have twenty-four (24) hours from the conclusion of the auction to return all documents along with the required earnest money deposit. The earnest money deposit will be applied towards the purchase price. The Contract of Sale can be faxed, scanned, mailed overnight, or hand delivered to our offices. Acceptable methods of payment for the earnest money deposit are: Cash (delivered in person to our offices), certified funds, personal or company checks with prior approval or wire transfer. Credit cards are not accepted for earnest money deposits. Successful Bidders not executing and returning the executed Contract of Sale with the earnest money within twenty-four (24) hours from the conclusion of the auction will be considered in default.

Failure to Execute Contract: At the discretion of the Auctioneer, a penalty of up to two thousand five hundred dollars ($2,500.00) will be charged to the credit card provided at registration if you are determined to be the high bidder and fail to return the signed Contract of Sale and pay the required earnest money deposit within the required time period. Payment of the penalty shall not affect other remedies available to the seller for such failure.

Escrow Agent: Purchaser designates Terry Howe and Associates, Inc. to hold any earnest money deposit made in accordance with the purchase and sale of the property. Earnest money deposit may be held in an interest bearing account. Escrow Agent will retain any and all interest earned on the earnest money deposit.

No Contingencies: The property is being sold for cash. The earnest money is not considered an “option” payment. There are no contingencies for bank financing, inspections, repairs, or other conditions. The Bidder may use a lender, but it is recommended that you secure financing prior to bidding.

Purchaser Initials _____ **Seller Initials _____**

Closing: The balance of the sales price will be due on or before the designated closing date. The Seller reserves the right to extend the closing date an additional thirty (30) days, if necessary. The closing will take place at the offices of the closing attorney named above. The Purchaser will pay all closing costs. These costs will include, but are not limited to: attorney fees, title search, transfer tax, deed preparation and wire transfer fees. The Deed will be furnished by the Seller, with the cost of preparation and transfer tax paid for by the Purchaser. Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the closing disclosure, ALTA settlement statement, HUD1, or other settlement forms.

Closing Attorney: The closing attorney named above will perform a title search of the property. The closing attorney will prepare all documents pertaining to the closing. You can use your own attorney to review the documents; however, the closing will take place at the named closing attorney's office.

Default: In the event the purchase offer is accepted and the Purchaser fails to comply with the terms of the Contract of Sale and close the transaction on or before the scheduled closing date, the earnest money deposit will be forfeited, the contract will be canceled, and the Purchaser will relinquish any right to complete the transaction and shall have no rights or interest in the property. Forfeiture of the earnest money deposit shall not affect any other remedies available to the Seller for such failure.

Insurable Title: It is understood that insurable title, free of encumbrances, except subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises, and to all government statutes, ordinances, rules and regulations is to be furnished. The described property is to be sold in “as is, where is” condition without warranty either expressed or implied by the Seller or Auctioneer. In the event the Seller cannot convey insurable title to the property, your earnest money deposit will be returned.

Property Sold in “As Is” and “Where Is” Condition: The property will be sold by Seller to Purchaser on an “as is” “where is” and with all faults basis. Purchaser accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Purchaser acknowledges and agrees that the Seller and the Auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, either expressed, or implied, oral or written, past, present or future, or, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property of any and all activities, and uses which Buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability or fitness for a particular purpose of the property; (vi) the manner, quality, state of repair of the property; (vii) the existence of any view from the property or that any existing view will not be obstructed in the future; (viii) any other matter with respect to the property, and specifically, without limitation, the Seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261) or the disposal or existence, in or on the property of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder). Purchaser further acknowledges and agrees that having been given the opportunity to inspect the property Purchaser is relying solely on Purchaser’s own investigation of the property and not on any information provided by or on behalf of Seller or Auctioneer.

Indemnification and Release: Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives, and agents from any and all claims that Purchaser may have or hereafter acquire against Seller and Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof.

Proration: Property taxes and HOA dues will be paid current and prorated to the day of closing. Calculation of the proration will be based on the tax information available on the date of closing.

Purchaser Initials _____ **Seller Initials _____**

Property Subject to Reassessment for Property Taxes: The Purchaser will pay any additional taxes due as a result of a reassessment by taxing authorities, if applicable.

Rollback Taxes: The Purchaser will pay rollback taxes, if applicable.

Property Taxes Disclaimer: Any property taxes' amounts listed in the Contract Package are for informational purposes only. These amounts are obtained through county websites, county tax assessor and/or county treasurer information. Oftentimes, these amounts are based on the previous tax year. Auctioneer makes no representation as to the accuracy of this information. Purchaser's actual tax amount may differ significantly from listed amount due to Purchaser's intended use and taxation status. Purchaser should conduct his or her own due diligence.

Possession: Possession of the premises will be given to the Purchaser at closing.

Personal Property: Any personal property items not removed by the scheduled closing date will remain with the property.

Rents (If applicable): Unless otherwise noted by a current lease or other attached documentation, Purchaser should assume that tenant is month-to-month (tenancy at will). Auctioneer makes no representation as to any security deposit, current tenant's rental history, current tenant's payment history or current tenant's continued and future occupancy of the property.

If Seller is in possession of a security deposit for current tenant, then the security deposit will be transferred to Purchaser at closing. If Seller is not in possession of a security deposit for current tenant, then no security deposit will be transferred to Purchaser at closing.

If current month's rent has been paid prior to closing, then rent will be pro-rated between the Seller and Purchaser at closing. If current month's rent has not been paid prior to closing, then rent will not be pro-rated between the Seller and Purchaser at closing.

Manufactured Homes (if applicable): If manufactured home located on the property has previously been de-titled, the Purchaser will be offered the opportunity to purchase title insurance to cover the purchase price of the real property and the manufactured home.

If manufactured home located on the property has not previously been de-titled, then Seller will transfer ownership of the manufactured home by Bill of Sale at the closing. Seller guarantees insurable title for real property only. Purchaser will be offered the opportunity to purchase title insurance to cover the purchase price of the real property only, not including the manufactured home. Sale of property is not subject to de-titling of the manufactured home.

If the status of the title of the manufactured home is unknown, then it is considered to be abandoned property. Seller will not transfer title to the manufactured home. Purchaser will be offered the opportunity to purchase title insurance to cover the purchase price of the real property only, not including the manufactured home.

Additional Stipulations: Auctioneer reserves the right to email all registered Bidders any changes or additions to these Terms and Conditions.

Disclaimer: All information published, announced, or contained herein or in the online auction listing was derived from sources believed to be correct; however, neither the Seller nor Auctioneer guarantees it. It is highly recommended that you personally conduct an on-site inspection of the property and examine the documents for their accuracy. The failure of any Bidder to inspect or be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest deposit money after its opening tender.

Purchaser Initials _____ **Seller Initials _____**

Contract: You are entering into a binding contract and there are no refunds, bid cancellations or retractions. The Bidder is personally responsible, legally and financially for all auction items bid upon. Any Bidder, who fails to comply with the terms of the auction, sign the Contract of Sale and pay the earnest money deposit, and close the transaction, will be banned from bidding in future auction events and may be pursued for civil and/or criminal violations.

Terms and Conditions: This document is attached and hereto incorporated in its entirety as Exhibit “A”, to the Contract of Sale.

Purchaser _____ **Date** _____ **Witness** _____

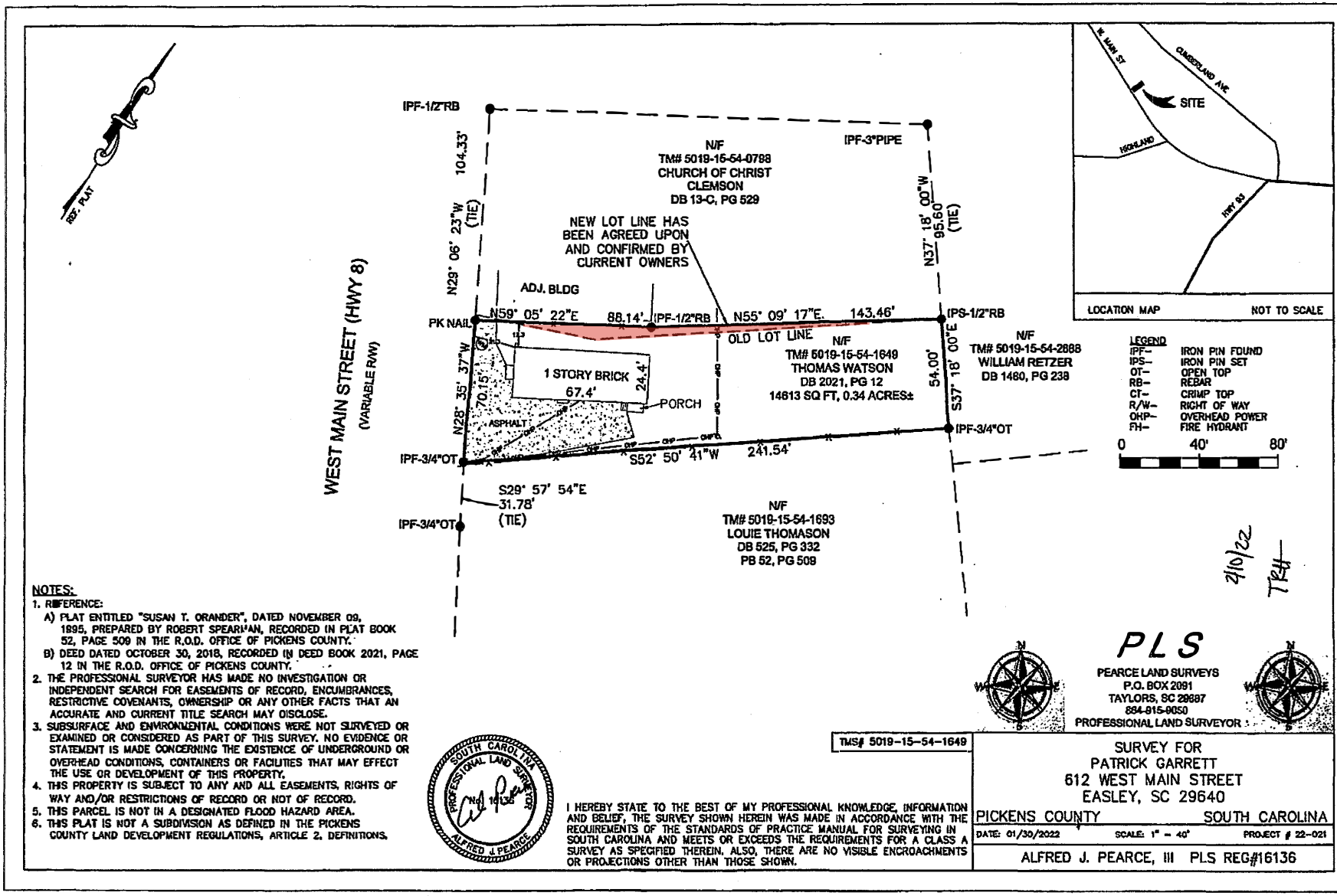
Purchaser _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____

708
706
704
711
703
701
102
700
612
610
609
608
103
607
105
606
137
135
133
131
129
127
121
107
109
W MAIN ST
ROBINSON AVE
CUMBERLAND AVE
CAMEO CT

Auctioneer's Note: Title insurance policy will take exception for the small portion of property where lot line was moved by agreement, highlighted in red below. Next page is the prior survey showing the lot line prior to agreement..



NOTES:

1. REFERENCE:
   A) PLAT ENTITLED "SUSAN T. ORANDER", DATED NOVEMBER 09, 1995, PREPARED BY ROBERT SPEARMAN, RECORDED IN PLAT BOOK 52, PAGE 509 IN THE R.O.D. OFFICE OF PICKENS COUNTY.
   B) DEED DATED OCTOBER 30, 2018, RECORDED IN DEED BOOK 2021, PAGE 12 IN THE R.O.D. OFFICE OF PICKENS COUNTY.
2. THE PROFESSIONAL SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
3. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY EFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
4. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND/OR RESTRICTIONS OF RECORD OR NOT OF RECORD.
5. THIS PARCEL IS NOT IN A DESIGNATED FLOOD HAZARD AREA.
6. THIS PLAT IS NOT A SUBDIVISION AS DEFINED IN THE PICKENS COUNTY LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 16136 ALFRED J. PEARCE

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN THOSE SHOWN.

2/10/22 TRH

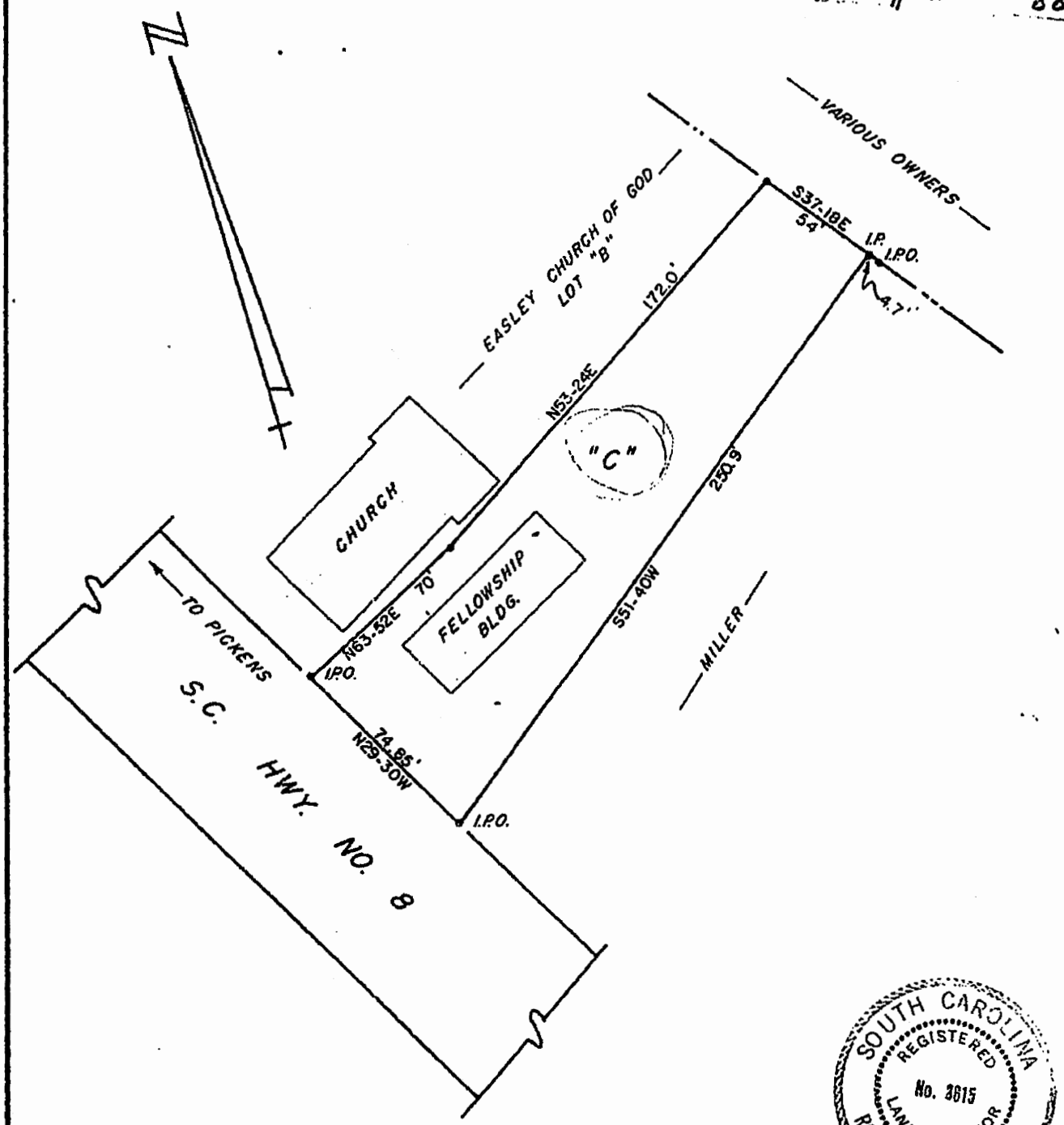
PLS
PEARCE LAND SURVEYS
P.O. BOX 2091
TAYLORS, SC 29687
864-915-9050
PROFESSIONAL LAND SURVEYOR

TMS# 5019-15-54-1649

SURVEY FOR
PATRICK GARRETT
612 WEST MAIN STREET
EASLEY, SC 29640
PICKENS COUNTY SOUTH CAROLINA
DATE: 01/30/2022 SCALE: 1" = 40' PROJECT # 22-021
ALFRED J. PEARCE, III PLS REG#16136

Inst # 202202271 DocType:PLAT Page 1 of 1 BKP:614 PG:297 02/10/2022 at 12:19:17 PM, Fee:$25.00 PAUL MCGUFFIN REGISTER OF DEEDS PICKENS COUNTY, SC

#20 888



SOUTH CAROLINA
REGISTERED
No. 3615
LAND SURVEYOR
ROBERT R. SPEARMAN

ROBERT R. SPEARMAN
Registered Surveyor 3615
Post Office Box 6
Easley, South Carolina 29640

TITLE

PROPERTY OF

EASLEY CHURCH OF GOD

Indexing: David + Hazel Stevens

STATE	COUNTY
S.C. Ref 662 Easley	PICKENS

SCALE	DATE	REF. NO.
1" = 50'	JULY 22, 1976	

Closing Price Sheet for Cash Closings

Pickens County

Attorney's Fee:	$550.00
Title Search:	$300.00 (estimate)
Title Opinion:	$200.00 (not needed if get recommended title insurance)
Copies/Postage:	$35.00
Recording Fee:	$21.00
Title Insurance:	$ - Based on purchase price (optional but highly recommended)
Deed Prep:	$250.00
Deed Stamps:	$1.85 per $500 of purchase price
Update To Record:	$35.00
Record Survey	$31.00 (if applicable)
Overnight Fee	$30.00 (to title searcher)

*Additional fees may be charged if there are title issues.

***Prices above per Tract purchased

Closing Attorney:

Greg Morton
Donnan & Morton, P.A.
4 Arborland Way
Greenville, SC 29615
(864) 675-6010
(864) 675-6015 – fax
Closing Contact – Brittany Ray (bray@dmdslaw.com)

Closings can be handled by overnight delivery or in office – overnight fees of $30.00 apply

As of August, 2024

What To Expect If You Are The Winning Bidder

- Our office will call you shortly after the end of the auction. At that time, we will verify the name(s) to be entered on the contract as Purchaser and on the Deed.
- Next, we will email you the completed Contract Package. The email will include directions for returning the signed documents and sending the Earnest Money Deposit (wire, cashier's check or cash).
- Please return all documents and earnest money within 24 hours.
- Upon receipt of these, our office will forward the Contract Package to the Seller for signature.
- After the seller has signed, we will send you a copy of the signed documents for your records. At the same time, copies of the documents and closing information will be forwarded to the closing attorney.
- Then, the closing attorney will contact you to schedule the closing for the property.
- Prior to the closing, the attorney will supply you with a copy of the preliminary HUD settlement statement showing the accounting of the transaction and any remaining funds that you will need to bring to closing.

Have questions or need clarification?
Email us at info@terryhowe.com or call us at 1.864.268.4399. We are here to help.