

## Statement of Sale

All properties offered for sale today commencing at approximately 6:00, p.m. February 24, 2023 by Gavel Pro Real Estate and Auction, LLC. All newspaper and written advertisements or verbal statements made by the owners or the auction company are hereby revoked. The sale is made solely on the following terms and conditions. These properties are being sold as is where is, possession will be given at closing. Unless announced as absolute, all property is being sold subject to owner confirmation. The closing of the purchasers will take place at the discretion of the auction company, at the offices of the closing attorney. The closing will take place on or before 30 days from the date of the sale. All property is being sold free and clear; clear of all encumbrances except for the 2023 real property taxes which will be prorated at closing. Gavel Pro Real Estate and Auction, LLC makes no representations to the real estate, there have been no inspections of any kind done of these properties. Under U.S.C 4582 (d) the purchaser of a single-family residence has a maximum of ten (10) days to conduct a risk assessment or inspection of the property for the presence of lead-based paint hazards. February 7<sup>th</sup> began this ten (10) day period and has expired and Buyer's will be asked to sign a waiver. The buyer is asked to do his/her own inspection on the real estate being sold. Gavel Pro Real Estate and Auction, LLC makes no guarantees, the property is being sold as is where is and the buyers accept the property with all faults with no financial contingencies, inspections or any other contingencies. The auction company represents the sellers only and does not inspect the property on the buyer or bidder's behalf. This sale has a 10% buyer's premium (Valid credit cards will be charged the 10% buyer's premium plus a 4% credit card fee. Any online bidder who has not made prior arrangements with the auction company will have their card charged immediately after the lot closes. In the event of a decline charge the property will be sold to the back up bidder); this amount will be added to the final bid price to determine the final sales price. This property is being sold subject to items shown on the plat, any setbacks, any and all utility drainage easements, any and all rules and regulations by the State of Tennessee and Greene County County Planning and Zoning Commissions. Acreage is approximate but believed to be accurate however exact acreage is not guaranteed by the owner or the auction company. Further, the owner's and the auction company do not guarantee the availability of any utilities. The purchaser of the tract will be the person recognized by the auctioneer having made the last highest bid prior to the tract being announced sold. Any disputes or tie bids will be settled by the auctioneer. Purchaser's closing cost with a cash sale shall be a fee determined by the closing attorney plus recording of the warranty deed at the purchaser's expense and will be done by the closing agent at the purchaser's request. Closing cost with a term sale shall be a fee determined by the closing attorney plus loan documents, mortgage release deed, and all recording fees, warranty deeds and deeds of trust. Title examinations and title insurance are available through the law office of John McKinnon at the buyer's expense. Each purchaser will be required to sign a purchase contract and post a 10% deposit. The remainder of the purchase price shall be due in cash at closing. Purchaser of each tract will also be required to sign a promissory note for the full purchase price which will become null and void after the purchaser has fulfilled all legal and financial obligations to close the sale. The terms are a 10% non-refundable deposit of the contract price which will be required the day of sale. The closing will take place 30 days from the sale day. Information is all deemed reliable but not guaranteed. Announcements made day of sale supersede any and all printed or verbal statements made by the owners or the auction company. The failure of any purchaser to fully close on or before the closing date will result in the forfeiture of any all deposits as liquid damages. By signing the purchase contract each purchaser is acknowledging they have heard the reading of the statement of sale, have seen the restrictive covenants or has received a copy of them if any, has seen or reviewed the plat. They understand all the terms and conditions under which this property is being offered for sale. This statement of sale has been signed by James Adam Anders for and on the behalf of Gavel Pro Real Estate and Auction, LLC and the owner's to be read aloud at the commencement of this auction sale. This statement of sale will be incorporated into the purchase contract and the buyer will sign a copy of the foregoing.

Buyer/Buyer's \_\_\_\_\_ Auctioneer \_\_\_\_\_

Buyer/Buyer's \_\_\_\_\_