

# **Bidding Terms and Conditions**

**Longview Subdivision Lots  
Screamer Mountain, Rabun County  
Eastview Lane, Clayton, Georgia**

**Online Only Auction  
Bidding Ends July 28, 2020**



**[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)**

**Final Contract to Include a 10% Buyer's Premium**

## Online Only Auction Real Estate Bidding Terms and Conditions

**Auction Date and Time:** July 28, 2020 at 4:00 pm

**Open House Dates and Times:** Drive by at any time!

**For More Information Contact:** Mark L Manley  
Weeks Auction Group, Inc.  
(229) 890-2437  
Mark@BidWeeks.com

Please Read the following terms carefully. By registering for this auction, you acknowledge that you have read and understood all terms and conditions herein and set forth within the supporting documentation described in the terms and that you have inspected the property or had the opportunity to do so.

If you do not agree to these terms, please DO NOT bid!

The property will be offered for sale through Weeks Auction Group's Online Bidding Platform.

### **Bidder Registration and Verification:**

For verification purposes, a credit card is required in order to register for this auction. Upon registering, an authorization charge of \$1,000.00 will be charged against the credit card used for registration. This authorization is not a permanent charge placed on your card, it is only a pre-authorization used to verify identity of our bidders and the availability of funds on the credit card used for registration. Please be advised that WAG has no control over the length of time the verification charge remains on your card, that is at the sole discretion of your credit card company. Also, please be aware that registering for multiple auctions could incur multiple verification charges; and in some instances, multiple verification charges may result in a fraud alert being sent to the card holder. WAG reserves the right to reject or accept bidder registrations at its sole discretion.

### **Terms of Sale:**

At the close of the auction, successful bidders will be emailed a contract package. Included in the contract package will be the purchase contract as well as instructions for submitting your earnest money deposit. The earnest money deposit required is 10% of the Purchaser Price as stipulated in the Contract for Sale.

**Bid Increments:**

The Bid Increments will be as follows:

Amount Up to:	Bid Increments
\$10,000	\$500
\$50,000	\$1,000
\$100,000	\$2,000
\$250,000	\$5,000
\$500,000	\$7,500
\$500,000+	\$10,000

WAG reserves the right to adjust bid increments as needed.

**Scheduled Auction End Times:**

The Auction is scheduled to end at the published end time, subject to auto-extend bidding. Each time a bid is placed with the clock showing less than 10 minutes, the clock will reset to 10 minutes. In the event the auto-extend time needs to be reduced, WAG reserves the right to adjust the auto-extend, as needed.

**Buyer's Premium:**

A 10% Buyer's Premium will be added to the bid price for each property to determine the final contract price. For example, if your final bid price is \$100,000, 10% (\$10,000) will be added, resulting in a total contract price of \$110,000.

**Contract for Sale:**

This property is offered under the specific terms provided in the Contract for Sale and specific Contract Special Stipulations as below. The Contract for Sale is available for review at [www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com). Please fully read and review the entire Contract for Sale prior to bidding. If you have any question or concerns to anything included in the Contract for Sale, please contact WAG prior to bidding. Please do not bid prior to reviewing the entire Contract for Sale Document.

## Contract Special Stipulations

1. This sale will be closed by Bruce Russell, Jr. of Russell & Russell, PC located at 30 Chechero Street, Suite 3, Clayton, GA 30525, 706-782-6240, [brussellatty@windstream.net](mailto:brussellatty@windstream.net) or [bruce@russelllawyers.com](mailto:bruce@russelllawyers.com) . The closing attorney will charge the purchaser a closing fee of \$550.00 per cash transaction and \$850.00 per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
3. The property is selling subject to those certain Declaration of Covenants and Restrictions of Longview dated June 21, 2004 and recorded in Deed Book N-26, Page 488, Clerk's office, Rabun Superior Court and the Amended and Restated Declaration of Covenants and Restrictions of Longview dated May 9, 2005 and recorded in Deed Book D-28, Page 259 aforesaid records.

4. The property is being conveyed with those rights and subject to those obligations contained in that certain Road Maintenance Declaration dated November 4, 2002 and recorded in Deed Book Z-24, Page 478, Clerk's office, Rabun Superior Court, that First Amendment to Road Maintenance Declaration dated October 4, 2004 and recorded in Deed Book C-27, Page 47, aforesaid records, and that Second Amendment to Road Maintenance Declaration dated May 9, 2005 and recorded in Deed Book D-28, page 268, aforesaid records.
5. The 2020 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
6. The property is being sold as-is where-is.
7. This contract excludes all personal property located on the property.
8. This property is being conveyed by Limited Warranty Deed.
9. Possession of the property will be granted at closing.
10. All matters described on that certain Plat of Screamer Mountain Development, Inc. Recorded in Plat Book 11, page 80, Rabun County, Georgia records.
11. Restrictive Covenants by Screamer Mountain Development, Inc., dated January 24, 1972, and recorded January 25, 1972, in Deed Book X-4, page 437, aforesaid records; as amended.
12. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like included but not limited to those listed below and likewise subject to any cemetery or cemeteries that may now exist on this property.
13. Easement by C.H. Dotson to Georgia Power Company, dated May 18, 1963, and recorded June 3, 1963, in Deed Book P-3, Page 355, aforesaid records.
14. Easement by C.H. Dotson to Georgia Power Company, dated November 23, 1964, and recorded December 9, 1964, in Deed Book S-3, Page 246, aforesaid records.
15. Easement by C.H. Dotson to Georgia Power Company, dated March 29, 1968, and recorded April 9, 1968, in Deed Book E-5, page 549, aforesaid records.
16. Easement by Curt Dotson to Georgia Power Company, dated June 13, 1968, and recorded June 25, 1968, in Deed Book F-4, page 401, aforesaid records.

17. Easement by Screamer Mountain Development, Inc., to Georgia Power Company, dated October 14, 1972, and recorded November 3, 1972, in Deed Book D-5, page 395, aforesaid records.
18. Right of Way Deed executed by C.H. Dotson to Rabun County, Georgia dated October 2, 1964, and recorded December 3, 1964, in Deed Book S-3, page 313, aforesaid records.
19. Right of Way Deed by C.H. Dotson to Rabun County, Georgia, dated February 18, 1969, and recorded February 18, 1969, in Deed Book I-4, page 388, aforesaid records.
20. Right of Way Deed by C.H. Dotson to Rabun County, Georgia dated February 25, 1969, and recorded February 25, 1969, in Deed Book I-4, page 418, aforesaid records.
21. Right of Way Deed by C. H. Dotson to Georgia Power Company, dated October 21, 1969, and recorded October 30, 1969 in Deed Book MA, page 38, aforesaid records.
22. All other restrictions, covenants, easements, and rights-of-way, if any, appearing of record.

**As Is, Where Is:**

All property is selling "As-Is, Where Is" with all faults. It is the buyer's responsibility to conduct any and all inspections and perform all acts of due diligence deemed necessary before bidding. Placing a bid will be considered as acceptance of the property in its as-is condition.

**Bidder Default:**

In the event a winning bidder fails to submit the signed Contract for Sale and/or earnest money deposit as specified in the terms, the winning bidder will be charged an administrative fee of \$2,500.00 on the credit card provided at registration. All administrative fees are non-refundable.

**Bid Cancellation:**

Weeks Auction Group, Inc. reserves the right to remove or cancel the bids and bidding privileges of the party at any time that bids or bidding is deemed to not be in the best interest of the seller.

**Earnest Money Deposit:**

Upon the close of the auction, successful high bidders will be required to submit an earnest money deposit of 10% of the purchase price as stipulated in the Contract for Sale. The successful bidder will have 24 hours to send the earnest money in the form of Wire Transfer or Cashier's Check.

**Real Estate Closing:**

With timing being of the essence, each contract will be a cash contract, not contingent or subject to financing, appraisal, or survey, as described in the Contract for Sale. Closing will take place no more than 30 days from the end of the auction as stipulated in the Contract for Sale. The Buyer will be responsible for all closing costs and the transaction will be conducted by the closing attorney specified in the Contract for Sale.

**Agency Disclosure:**

Week's Auction Group, Inc. herein after WAG is acting as agent for the seller and at no time is WAG responsible for, acting on behalf of, or acting as agent for the buyer. Full agency disclosure will be acknowledged by both seller and buyer on the Agency Disclosure form attached as Exhibit "C" on the Contract for sale.

**Disclaimer:**

Weeks Auction Group, Inc believes all information contained herein to be correct to the best of our knowledge. All information is being furnished to bidders solely for the bidder's convenience and it is always the responsibility of the bidders to determine the accuracy and completeness of all information. Reliance on information provided is solely at the risk of the recipient. Bidders should always conduct their own due diligence, inspections, and investigations prior to bidding. Bidders needing assistance should seek necessary assistance prior to placing a bid.

**Disclosure:**

As detailed in Rule 55-10-.01 (3) of the Georgia Auctioneers Commission: Any auction sale is, without requirement of announcement at any time, presumed to be with reserve unless the property are in explicit terms put up at absolute auction. According to Rule 55-10-.01 (4)(b) Weeks Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.

***Go Bid Now!***

**[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)**