

AUCTIONS UNITED, INC.
16 COMMERCE COUT
ROME, GEORGIA 30161
1-800-222-5003
SC AUCTIONEER LICENSE 2623
SC AUCTION FIRM LICENSE 1445F

BUSH RIVER REALTY LLC
301 N. BROAD ST.
CLINTON, S. C. 29325
1-864-547-8469/ 1-864-871-1041
SC REAL ESTATE LICENSE 97314
SC AUCTION FIRM LICENSE 4101

June 1, 2017

SELLING AGENTS ONLY

The undersigned buyer at auction agrees to buy the following property: Now

owned by: Phillip O. Crapps formerly DBA Shady Grove Service Center Inc.

State: South Carolina County: Laurens

Detailed Description:

Tract(s) ___F___ containing ___6.53 gross acres according to preliminary plat drawn by Templeton Surveying (Mr. Bob Templeton), a licensed land surveyor in South Carolina. Also Referenced is Plat Book 65 Page 556, OCC Laurens County, Plat by Adtech Surveying Dated May 4, 1999. Title to be conveyed by existing plat and deed description. Also referenced is Laurens County Tax Parcel 744-00-00-066.

Reservations and exceptions: Exhibit "A" Terms and Conditions is attached and hereby made a part of this contract.

The sale is made upon the following terms:

Bid Price \$ _____
Buyer's Premium \$ _____
Contract Price \$ _____
Down Payment \$ _____
Survey Fee \$ _____ 000 _____
Total Collected \$ _____
Balance Due at Closing \$ _____

Purchaser to be assessed the following per tract survey fees:
Tract F: No Cost, Existing plat above referenced will control propert description and property to be conveyed based on existing plat and deed descriptions

Accuracy of the survey is the sole liability of the surveyor and the purchaser does hereby release Auctions United, Inc. & Bush River Realty LLC from all liability in all matters concerning the survey.

BUYER'S NO. _____

Payable as follows: A ten percent (10%) buyer's premium will be added to the final bid to establish the final sale price and will be collected today. The balance will be due at closing within 30 days. The real estate closing will be at the Law Offices of Whitesides Law Firm, 2 Liberty Land, P. O. Box 222, Laurens, S. C. 29360 Phone 864-984-5114. Alice Whitesides will be the closing attorney.

Note: No earnest money will be deposited until this contract is accepted by the seller and the purchaser notified of such Acceptance. Seller(s) shall have until 5:00 P.M. EST on June 6, 2017 to accept or decline the final bid price of the real estate.

In witness, whereof the buyer has here unto affixed his hand and seal.

Buyer: _____ (L.S.) Phone: _____

Witness: _____ Address: _____

E-Mail Address: _____

The above offer is accepted and we agree to furnish good and marketable title with such legal conveyance as necessary to complete the sale.

The binding acceptance day of this contract is _____ 2017.

Seller: _____ (L.S) Witness: _____ (LS)

EXHIBIT "A"
AUCTIONS UNITED, INC. / BUSH RIVER REALTY LLC
AUCTION INFORMATION, TERMS AND CONDITIONS REAL ESTATE
June 1 , 2017

Seller: Phillip O. Crapps formerly DBA Shady Grove Service Center Inc.

Conditions of Sale: Everyone must register for a bidder's number:

To register, a prospective bidder must provide name, residence address, phone number, and a valid driver's license. By registering, a prospective bidder/buyer is acknowledging that he or she has read and agrees to be bound by these Terms and Conditions. Seller will convey title to the Property to the successful bidder/Buyer by a general warranty deed. All properties herein will be sold "as is, where is" without warranties or guarantees either written or implied.

Order of Sale Real Estate: (1) We will offer Tract F, 6.53 acres and large commercial building and improvements as one tract as a whole. The Buyer's premium (10%) will be added to the bid price to establish the final contract price on all tracts.

Method of Sale: Brokers and Auctioneers reserve the right to offer the property as stated above, in any way as they see fit to obtain the maximum dollars for their clients, The Seller, to whom they owe their complete loyalty and faithfulness to.

Reservations: The Buyer shall take title subject to recorded easements of Laurens County, South Carolina, and subject to restrictions, reservations, prohibitions and other requirements imposed by governmental authorities. The 10-ton lift located in the building and the twin cylinder air compressor system with reels mounted in the building are not included in the real estate offering, as they will have previously been offered in the personal property sale conditional upon acceptance of satisfactory bid being received for the commercial building and real property.

Survey: The real property with improvements thereon are being sold by existing plat, prepared by Adtec Surveying Inc. and dated May 4, 1999, recorded OCC Laurens County Plat Book 65, Page 556. The existing survey will control the boundaries of the tract(s) conveyed by Seller. Buyer understands and agrees that Brokers and Seller shall have no liability, either jointly or severally, for any variations or differences between the selling plat and the final survey.

Closing Cost: Seller shall only pay the following closing cost: Deed Preparation and Deed stamps. All other closing cost and expenses related to purchase, including Broker's Commission and costs of survey shall be paid by buyer. The buyer will be responsible for deed recording, title examination, and closing attorney fees, including, but not limited to the title insurance, loan fees, title opinions etc. Marketable title will be based upon existing deeds and descriptions.

Buyer's Premium: A ten Percent (10%) Buyer's premium will be added to the final bid to establish the final contract price and will be collected today.

Taxes: Property taxes will be prorated to the day of closing. Buyer will be solely responsible for paying any rollback taxes which might be deemed to be applicable to the sale or future use of the property by any state or local government, including Laurens County. Broker and Seller shall have no responsibility whatsoever for paying any rollback taxes which may be applicable.

Real Estate Terms: 10% Buyer's premium will be collected today and the balance will be due at closing within 30 days.

Escrow: All earnest money for the real estate collected today will be placed in the Trust Account of the closing attorney, Howe & Rice Attorneys, 509 N. Broad St., Clinton, S. C. 29325 Phone # 864-833-4748.

Closing Location: Closing will be at the Law offices of Howe & Rice Attorneys, 509 N. Broad St., Clinton, S. C. 29325.

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Possession of Real Estate: Will be at closing.

Confirmation: The real estate is being sold subject to Seller's and Lien Holder's approval on or before 5:00 P.M. Tuesday, June 6, 2017.

Co-Broker: Bush River Realty, LLC is acting as Co-Broker in this auction sale.

No Representations: Buyer has exercised his/her own independent judgment in bidding on the Property, in deciding the amount Buyer bids and in purchasing the Property. Buyer acknowledges that no representations, statement or promises were made to the Buyer by either the Broker or Seller including, but not limited to, statements or representations concerning the value of the Property, suitability for building or any other use or the environmental condition of the Property or any water on or traversing either on or below the surface of the Property. Buyer further acknowledges that Buyer has not relied on any such statements by the Broker or Seller in making their decision to bid on or purchase the Property. Buyer understands and acknowledges that Buyer is solely responsible for examining and judging the Property for Buyer's own protection.

No Warranties: Buyer understands and agrees that the Property is being sold without any warranties, expressed or implied, from seller or brokers as to the condition and/or fitness of the property for a particular use or purpose or environmental condition or suitability for building or other use. Buyer agrees and understands that the property is being sold by Brokers and Seller "As is, Where is" and "in its present condition with all faults." Any warranties that might otherwise exist are expressly and specifically disclaimed by Brokers and Seller. This contract is not contingent upon financing.

Note: Time is the Essence of this contract. Seller and Buyer agree that the deposit shall be full liquidated damages. Seller and Buyer acknowledging that it would be difficult to ascertain precisely the actual damages suffered by Seller as a result of any fault by Buyer and agree that such liquidated damages are a reasonable estimate thereof. Sale is not contingent upon Buyer obtaining financing.

Buyer's Note: Individual purchases are to be considered as singular transactions not contingent on the sale of other properties or tracts. Auctions United, Inc. reserves the right to offer the Property in any way that we see fit in order for it to bring the most money for Seller. Seller, Bush River Realty, LLC and Auctions United, Inc. reserve the right to amend any terms and conditions of the auction by announcing such changes prior to or during the auction. All information published, announced, or contained herein and in any advertising or auction materials or brochures was derived from sources believed to be correct; however; it is not guaranteed by the Seller or the auctioneer/Broker. Buyer understands and agrees that the Seller shall have no liability for any misstatements, inaccuracies or incorrect information contained herein or in any advertising or auction materials or brochures. Personal on site inspection of all tracts is recommended. The failure of any bidder to inspect, or to 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 deposit money after its opening tender. Any and all announcements made from the auction stand take precedence over all other verbal, printed, announced and/or distributed information. Auctions United, Inc. is the agent of the Seller and their fiduciary duties of loyalty and faithfulness are owed to their client (the Seller).

Interpretation: The parties agree the Land Purchase Contract, this Exhibit "A" will be construed, interpreted and applied according to the laws of the State of South Carolina. The real estate contract shall survive the closing(s) anticipated herein.

Title Search: Seller and Broker encourage Buyer to have his/her own title search conducted of the Property and to purchase, at Buyer's expense, an owner's title insurance policy for the Property.

No Other Agreement: The land purchase contract, this Exhibit "A" constitute the sole and entire agreement, contract, and understanding, of whatever kind or nature, between the Buyer and Seller or between Buyer and Brokers. Buyer understands and agrees that there is no other agreement, contract, or understanding, either written or oral, between Brokers, Buyers, or Seller other than what is expressly set forth in the Land Purchase Contract including Exhibit "A" made a part of said contract. All parties agree that fax, electronic transmission, or similar shall be utilized as sufficient to meet legal requirements of signatures or use of documents.

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Page 3 Exhibit A, Terms and Conditions (Phillip O. Crapps)

Registered Bidder/Buyer acknowledges receipt of these printed terms and conditions and hereby agrees to them, which is acknowledged by his/her signature below.

Number

Printed name of Registered Bidder/Buyer

Phone

Street

City

State

Zip

Date

Signature

E-Mail Address: _____

I certify that I have provided the Registered Bidder/Buyer named above with a copy of this Exhibit "A", Notice of "Auction Information, Terms and Conditions":

Name of Broker or Sales Associates

Date