



EXHIBIT "A"

TERMS AND CONDITIONS

Multiple Parcels

7 Locations – Cherokee County Alabama

Saturday, November 6, 2021 10:00 AM

These "Terms and Conditions" supersede all other printed and oral statements and will be attached to and become a part of the Real Estate Sales Contract as Exhibit "A", which will prevail over this document and any other agreement between the buyer and seller.

CONDITIONS OF SALE: Dempsey Auction Company (Auctioneer/Broker) has entered into a contract with Mr. Ronald Lee Whitley (Seller), TO OFFER AT PUBLIC AUCTION, multiple parcels of real estate located in Cherokee County Alabama and being a portion of the Elbert L Whitley Estate. The properties being offered and sold are located at County Road 667, Cedar Bluff, Al Hwy 68 Cedar Bluff, 3820 Railroad Avenue, Cedar Bluff, County Roads 63 & 65, Centre, Raintree Subdivision, Centre, Alexis Road (Co Rd 22) Centre and County Road 16, Centre Alabama.

All property, real and personal, is selling "**AS IS, WHERE IS**" and being conveyed by Seller as provided for below. It is offered for sale and sold "**AS IS and WITH ALL FAULTS, IF ANY**" without representation or warranty of any kind as to their condition. No warranties, either statutory or otherwise, expressed or implied, including those as to the fitness for a particular use or purpose, habitability, merchantability, or environmental condition including, but not limited to, any hazardous substances, hazardous waste, petroleum or petroleum by-products (collectively Hazardous Materials), concerning the property are given by the Auctioneer or Seller. Neither the Auction Company nor the Auctioneer makes any representation concerning the property whatsoever. All bidders acknowledge and agree by their participation in the Auction, that he/she has inspected the Property and is not relying on any warranty or representation of the Seller, Auctioneer or any agent thereof. **For compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act 1992, interested purchasers have had a ten (10) day inspection period prior to the auction for assessment of possible Lead Based paint hazards. This ten (10) day assessment period has lapsed, and Purchaser waives his/her right to have the property inspected for lead-based hazards.**

We require all bidders register and obtain a bid number in order to participate in the bidding process.

All decisions of the Auctioneer will be final, including the increments of bidding, disputes among bidders, or any other issues that might arise before, during or after the auction.

The Seller has the right, at this sole discretion; to add or withdraw all or any portion of the property before the auction on Saturday, November 6, 2021 at 10:00 am. **We are selling all property, except Raintree Subdivision, subject to owner confirmation and we reserve the right to hold all offers open until 5:00 pm, Monday, November 8, 2021. The lots in Raintree Subdivision are selling ABSOLUTE.**

RESERVATIONS & RESTRICTIONS: The real estate will be sold subject to any and all Restrictions, Covenants, Public Utilities, Encroachments, Zoning Ordinances, Easements, City of Centre and City of Cedar Bluff Regulations, Cherokee County Regulations, any Tenancy Rights, Any and All Rights concerning the Life Estate for Sale # 7, any and all rights of Alabama Power Company, any existing Rights of Way and all other matters now of record.

ONLINE PURCHASERS' PAYMENT: At the close of the auction, successful bidders will be emailed the contract package to execute and return to Dempsey Auction Co. Successful bidders will deposit 10% of the Contract Price as earnest money in the form of cashier's check or bank wire transfer with Dempsey Auction Co within 24 hours of receipt of the contract package. The entirety of the remaining balance is due at closing as stipulated in the "Terms and Conditions". Purchaser shall be responsible for all wire transfer fees. Successful high bidders not executing and returning their contract with earnest money deposit within 24 hours of receipt will be considered in default and subject to an Administrative Fee (as defined below). **All Administrative Fees are non-refundable.**

DEFAULT: In the event a winning bidder fails to submit the signed "Sales Contract" and deposit earnest money as provided in the pre-stipulated Terms and Conditions, the winning bidder will be charged an administrative fee of \$2,500 on the credit card provided at auction registration. Additional default remedies are reserved by Dempsey Auction Co and the Sellers as provided in the Terms and Condition and the Sales Contract.

PAYMENT: A 10% Buyer's Premium on Real Estate will be added to the Bid Price today to arrive at the final purchase price. The purchaser will be required to sign the Real Estate Sales Contract and pay a non-refundable earnest money deposit equal to 10% of the final purchase price immediately following the Auction. This deposit will be held in a non-interest-bearing escrow account under the control of Dempsey Auction Co. No disbursements will be made from this escrow account until closing or otherwise in accordance with this agreement. In the event the purchaser fails to close and pay his/her balance when due, the deposit may be retained by the Seller and Auctioneer as liquidated damages in addition to any other remedies available to the Seller and Auctioneer. **This is a Cash Sale and is not contingent upon the purchaser obtaining financing on any property.**

SURVEY: Sale # 6 being 18+/- acres located on Alexis Road in Centre, Al is the only property surveyed for this auction. This survey was performed by Baker Land Surveying, Al License # 20628, Centre Alabama. A survey fee of \$750.00 per tract will be charged and collected today. The accuracy of the survey is the sole liability of the surveyor, and the Purchaser does hereby release Dempsey Auction Company, its representatives and the seller from all liability in all matters concerning the survey. Sales # 2, # 4 and # 5 are being sold using a portion of the recorded plat of record to identify property. Sales # 1, # 3 and # 7 are being sold using a copy of the tax map of record to identify the property. All property will be sold and conveyed by legal description on the current deed of record in the Probate Office, Cherokee County Alabama. There will be no survey fees charged for these tracts. If a new or updated survey is requested or required for these properties, this will be the responsibility of the purchaser, will be the purchaser's expense, and must be performed prior to closing.

CLOSING: Closing shall take place within 30 days of auction, in accordance with the Real Estate Sales Contract, or on a date mutually agreed upon by the Seller and Purchaser(s) in writing. The closing attorney is Mr. Al Shumaker, Attorney at Law, 270 E Main Street, Centre, Al. 35960, 256. 927.5581. We encourage you to contact Amanda at Mr. Shumaker's office as soon as possible to schedule your closing.

CLOSING COSTS: The Seller will provide a General Warranty Deed at closing. If the Seller is unable to convey clear title to the property, the Purchaser(s) Earnest money deposit will be returned.

All other costs including, but not limited to, Attorney's Closing Fees, Recording and Handling Fees, Deed Transfer Taxes, Title Search, Title Insurance, Loan Origination Fees, etc., will be at the Purchaser's expense.

POSSESSION: Purchaser(s) granted possession of real estate at closing, on or before December 7, 2021.

TAXES: The Real Estate property taxes will be prorated as of the date of closing. If any additional taxes are assessed resulting from the change of use by the purchaser, they will be the responsibility of the purchaser.

AGENCY: The Auctioneer is acting as Listing and Selling Agent for the Seller only in this transaction and is to be paid a fee pursuant to a separate written agreement between Seller and the Auctioneer. The Auctioneer is not acting as an agent for the purchaser in this transaction. Any third-party broker is not a sub-agent of the Auctioneer.

BUYER'S NOTE: Dempsey Auction Company and the Seller reserve the right to amend any terms of conditions of the auction by announcing such amendments prior to or during the auction. All information published, announced or contained herein derived from sources believed to be correct; however, is not guaranteed by the Seller or the Auctioneer. The Auctioneer makes no warranty or guarantee as to the correctness and completeness of any information. Personal on-site inspection of the property strongly recommended, and 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 earnest money after its opening tender.

Any and all announcements made from the auction stand shall take precedence over all other verbal, printed, announced and/or distributed information.

In accordance with the Alabama Disclosure/RECAD Law, Dempsey Auction Company is the "Listing Agent and Selling Agent of the Seller", and our fiduciary duties of loyalty and faithfulness are owed to the Seller.

NOTE: This auction is being recorded by audio in its entirety for legal purposes.

I have received, read, understand and agree to the information in these "Terms and Conditions" which will become a part of the sales contract and will hereafter be Exhibit "A".

November 6, 2021
Date

Purchaser

I certify that I provided the Registered Bidder named above a copy of "Terms & Conditions".

November 6, 2021
Date

Seller,

I certify that I provided the Seller named above a copy of "Terms & Conditions".

November 6, 2021
Date

Broker, Dempsey Auction Company