



Certified Real Estate

OFFERING STATEMENT

132 ± ACRES

**RECREATIONAL HUNTING,
TIMBER, & INVESTMENT**

Located In: Lincoln County, Lincolnton, Georgia

*Online Bidding Opens Sunday, June 8th 2:00 p.m.
And Starts Closing Tuesday, June 24th 2:00 p.m.*

United Country Certified Real Estate

Georgia Office

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www.CertifiedRealEstateAuctions.com

www.OnlineOnlyAuctions.com

**TERMS AND CONDITIONS
LINCOLN COUNTY AUCTION
ONLINE BIDDING STARTS CLOSING JUNE 24TH**

Welcome to today's auction!



Property 1:

Tract 1: 32.50 Ac.



Property 2:

Tract 1: 24.50 Ac.

Tract 2: 25.00 Ac.

Tract 3: 25.00 Ac.

Tract 4: 25.00 Ac.

ORDER OF SALE

This excellent property will be offered in the following order:

1. Individual Tracts
2. Combinations of Tracts
3. The Property In Its Entirety

The method that produces the best offer to the seller will determine how this property sells. This property is selling subject to owner confirmation.

AD VALOREM TAXES

The 2007 ad valorem taxes for Property 1 were \$279.11. The 2007 ad valorem taxes for Property 2 were \$179.45. The 2007 ad valorem taxes for Property 3 were \$1,536.73. The 2008 ad valorem taxes will be prorated between the seller and the purchaser as of the date of closing.

POSSESSION

Possession of the real estate will be granted to the purchaser at closing.

SURVEY

If this property sells divided, a survey will be made by Mr. James Mattison of Mattison & Associates, Inc., PO Box 714, Lincolnton, GA 30817 (706) 359-5853, a Georgia registered land surveyor. The surveyor will charge 35 cents per linear foot on all exterior lines and 17.5 cents per linear foot on all common lines between auction purchasers. The final sale price shall be determined by multiplying the contract price per acre by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to actual survey. All survey expenses will be paid by the Purchaser. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. If the property sells in its entirety it may be purchased from the existing legal description of record. With the exception of Property 1, a survey will be required on the properties.

SPECIAL CONDITIONS OF SALE

A. Seller presently has title to this property. At the time of closing, Seller agrees to convey good and marketable title to said property by General Warranty deed subject only to (1) zoning ordinances affecting said property; (2) general utility, sewer, road, and drainage easements of record; (3) subdivision easements, covenants and restrictions of record, if any; and (4) leases, other easements, other restrictions and encumbrances specified herein.

B. This property is sold subject to all outstanding easements on said property for roads, power and telephone lines and the like and likewise subject to any cemetery or cemeteries that may now exist on this property.

C. Auctioneer and Sellers do not warrant or covenant with Buyer with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, state or local law or claims based thereon arising out of the actual or threatened discharge, release, disposal, seepage, migration or escape of such substances at, from or into the demised premises. Buyer is to rely upon their own environmental audit or examination of the premises.

D. This sale excludes all personal property located on the real estate.

E. A detailed title search for this property has not been made. Consequently, Auctioneer and Seller are not positive as to the status of the oil, gas and mineral rights. The Seller agrees to convey all its interest in any oil, gas, or mineral rights to the Purchaser at closing. Any oil, gas or mineral rights previously sold will not be conveyed to the Purchaser.

F. Plats are for reference only. They have been provided for the convenience of the bidders. All plats are to be used for reference only and tracts are marked with approximate measurements. All Bidders shall not rely on estimated field measurements but shall rely on their own judgment in the individual tract purchases. All Bidders are bidding on the tracts on a conceptual plat. Final plat is subject to approval by the Lincoln County Commissioners and the Planning Board.

G. A survey shall be required on any property that is sold divided. Whole Tracts may be purchased from the legal existing Deed and Bidders may waive the right for survey purchased in its entirety. All Bidders must acknowledge such action in the purchase and sales agreement.

H. Owners of agricultural land, timberland and environmentally sensitive land may qualify for conservation use assessment under O.C.G.A. Section 48-5-7.4. The Georgia Revenue Commissioner has the responsibility of annually determining the values for ad valorem tax purposes of this type of land and publishing rules and regulations to help tax assessors determine the values of property that qualify for conservation use assessment. The Seller is enrolled in the following mentioned program on Property 1 and 2. All purchasers be advised and attend to posted materials. Some purchasers may or may not qualify for Conservation Use Assessment. It is incumbent upon each purchaser to understand investigate all Georgia Statutes concerning the Conservation Use Assessment.

INDIVIDUAL PURCHASES

Individual purchases are to be considered as a single transaction not contingent upon acceptance of any other bids by the Seller. Auctioneer has the right to sell this property in any form or fashion that is legal and ethical in order to produce the best offer to the Seller.

REPRESENTATION

Purchaser and Seller acknowledge and agree that the only Broker/Auctioneer involved in this transaction is Certified Real Estate, H. Myers Jackson, Real Estate Broker and that the Broker/Auctioneer has acted as agent for the Seller in this transaction. United Country Certified Real Estate, H. Myers Jackson, Real Estate Broker has not acted as agent in this transaction for the Purchaser.

TERMS OF REAL ESTATE

The successful Purchaser(s) will deposit 15% of the contract price at the auction in form of cash, cashier's check or good personal funds accompanied by a bank letter of guarantee, sign a real estate sales contract and pay the balance at closing on or before June 18, 2008. A **10% Buyer's Premium** will be added to the bid price to obtain the contract price.

CLOSING

All sales will be closed by James Roberts, Attorney at Law, 28 E. Robert Toombs Avenue, Washington, Georgia 31673, (706)678-2448. Mr. Roberts will charge the purchaser \$500.00 per real estate transaction per property. The closing fee includes conducting the closing, collecting and disbursing funds at closing, and preparing a closing statement. If the Purchaser(s) need additional services, they will be provided at a reasonable fee. The seller will pay the State of Georgia transfer tax and for preparation of the General Warranty Deed. Any additional closing fees including, but not limited to, recording, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports, will be the purchaser's expenses.

DISCLAIMER

United Country Certified Real Estate and the Seller have gathered this information and believe it to be correct to the best of our knowledge. All documents and information are being furnished to the bidder for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete. Any reliance on the contents shall be solely at the bidder's risk. These documents are being provided without any warranty or representation, express or implied, as to its content, its suitability for any purpose or its accuracy, truthfulness or completeness. Each purchaser must conduct and rely solely upon its own investigation and inspection. Further, all parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults. The Seller shall have no obligation for repairs or replacements noted in any inspection(s) made by or for Purchaser. Such repairs or replacements shall be the sole responsibility of Purchaser. Please review all information supplied and seek appropriate assistance prior to attending and bidding at the auction. Announcements made from the auction podium take precedence over written matter and prior oral statements.

THANK YOU FOR PARTICIPATING IN THIS ONLINE ONLY AUCTION!!

**Let United Country
Certified Real Estate
Market your property at auction!
For a free consultation, call
Myers Jackson
1-229-726-0065**

Visit us on the web
www.CertifiedRealEstateAuctions.com
www.OnlyOnlineAuction.com