



OFFERING STATEMENT

ATHENS ESTATE AUCTION

420 Waddell Street, Condo 5, Athens, GA

Rare Antiques & Collectibles

Located In: Athens, Georgia

*Thursday
November 20th, 2008
Bids Start Closing @ 2:00 p.m.*

United Country Certified Real Estate

Georgia Office
137 Twin Lakes Drive
Moultrie, GA 31768
Myers Jackson Auctioneer//Broker [229-726-0065](tel:229-726-0065)

Florida Office
825 Thomasville Road, Suite Five
Tallahassee, FL 32303

www.CertifiedRealEstateAuctions.com

**TERMS AND CONDITIONS
ATHENS, GA AUCTION
THURSDAY, NOVEMBER 20TH, 2008**

Welcome to today's auction!

ORDER OF SALE

This is an Online Only Auction!

This Georgia Estate Auction will be offered in the following order:

1. 420 WADDELL STREET, CONDO 5, ATHENS, GA

All bids must be placed at:

<http://www.onlineonlyauctions.com/cgi-bin/mndetails.cgi?mjackson25>

2. PERSONAL PROPERTY WILL SELL PIECE BY PIECE

All bids must be placed at:

<http://www.proxibid.com/asp/Catalog.asp?aid=15632>

The method that produces the best offer to the seller will determine how this property sells.
All property will be offered subject to seller confirmation.

AD VALOREM TAXES

The 2008 estimated ad valorem taxes are approximately \$3,419.06. The 2008 taxes will be paid by the Seller.

POSSESSION

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

SURVEY

If the purchaser wishes to have a survey, the purchase will pay for all expenses in conjunction with the survey. Purchase will close within 30 days of the contact and all surveys must be completed prior to closing, however a non completed survey will not delay closing. 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. If the property sells in its entirety it may be purchased from the existing legal description of record.

Any map or diagram now or previously provided is for reference and informational purposes only. The Auctioneer/Broker and its agents expressly disclaim any liability for alleged loss or damage which may result from reliance upon such map(s) or diagram(s). Plats are for reference only and have been provided for the convenience of the bidders. All Bidders shall not rely on estimated field measurements but shall rely on their own judgment in the individual tract purchases and all Bidders are bidding on a conceptual plat.

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 and other deeds as described and 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. 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. This property is selling subject to Condominium Documents file in Book ____ Page ____ of the Clarke County, Georgia Court. Monthly Association Dues are \$140.00.
- E. Chandeliers will be sold separate from the real estate. The purchasers of the chandeliers will be responsible for buying lighting fixtures of minimal cost to replace the chandelier and will be responsible for the removal of the chandelier and installation of a lighting fixture of minimal cost.

F. The minimal charge for shipping, handling and packing is \$11.95 and will be applied at the time of invoice per item. If there are additional charges for oversized or multiple items there will be an additional charge applied to your form of payment. There will be no shipping Guarantee on oversized items. Charges for time, handling, and packing may apply. Insurance is optional "you are buying as-is", please be sure of the condition of the item before purchase. There will be no refunds for damaged items. All items will sell subject to confirmation and all notices will apply. The Auctioneer reserves the right to review the form of payment prior to shipment and ask for certified funds. If the items are picked up from location, the entrance for pickup will be from the Pope St. Entrance (behind the Condo). Pick up times are Thursday the 20th from 2-4 p.m. and Friday the 21st from 8 a.m. -2 p.m. There will be a credit of 2% if paid in cash the day of pickup on scheduled dates only. Additional information the complete offering statement is available at www.CertifiedRealEstateAuctions.com Please read and accept the terms prior to purchase.

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 December 19th, 2008. A **10% Buyer's Premium** will be added to the bid price to obtain the contract price.

TERMS OF PERSONAL PROPERTY

All personal property and equipment will be sold by separate number as tagged. All bids will be posted until confirmed by sellers. An **18% Buyer's Premium** will be added to the high bid price, which will cover the following expenses: internet hosting fee and credit card processing fees. The Purchaser shall also be responsible for State and Local sales tax and shipping and/or storage fees. The Cadillac will be sold subject to local and state taxes added to the final contract price. All property will be sold as-is with any and all faults. Purchasers will only remove property after the confirmation of each sale.

CLOSING

Time being of the essence, these sales shall be closed on or before Friday, December 19th, 2008. All sales will be closed by Cecilia Mercer of Timmons, Warnes & Anderson, LLP, 244 E Washington St, Athens, GA, 30601, Phone: 706-548-8668. The purchaser will be charged \$450.00 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, ie. Title opinion and/or owners title insurance, they will be provided at a reasonable fee. The seller will pay for preparation of the General Warranty Deed and State of Georgia transfer tax. Any additional closing fees including, but not limited to, documentary stamps, 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 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.

All contracts will be presented for confirmation at the close of the auction with specific seller instructions. Seller may remove property from the auction during or any time prior to the end of auction and at the seller's discretion, seller may accept the offer with the best terms.

Auctioneer/Broker and Seller may bid on property with reserve conditions. Potential purchaser must rely of their own judgment with current rules in the perspective state auction is held with respect to absolute or reserve auctions. Please review all information supplied and seek appropriate assistance prior to bidding. All bids are subject to owner confirmation. Announcements made from the auction podium take precedence over written matter and prior oral statements. Please review all information supplied and seek appropriate assistance prior to attending and bidding at the auction.

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