



BIDDING ENDS: OCT. 7TH



www.SouthAuction.com

Rusty Lane, Auction Manager • (478) 455-1861



Shady Grove Church Road, Dublin, GA

Hello,

South Auction is honored to offer Shady Grove Acres in Dublin, GA via online auction. This 159 acre property has lots of potential and is located in the desirable West Laurens County school district. Shady Grove offers mature timber that would make for an ideal investment. There is also ample opportunity for residential development and home sites in a growing area.

We are offering this property in 11 tracts. Participants can bid on single parcels, combinations of parcels, or the property as a whole. Bidding will end on Thursday, Oct. 7th at 11am. Please email or call me anytime with your questions about the property or the auction process.

Sincerely,

Rusty Lane



Rusty Lane 478.455.1861 rusty@southauctiongroup.com



338 E Main Street, Swainsboro, GA 478-419-1002



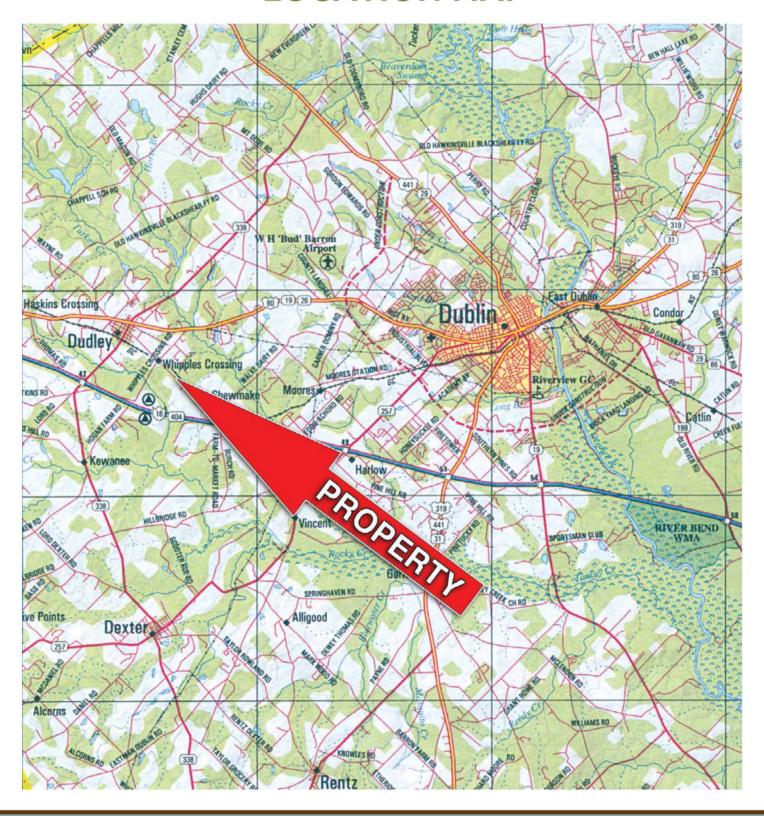
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LOCATION MAP





159[±]_{ACRES}

SOILS MAP



All fields

149 ac

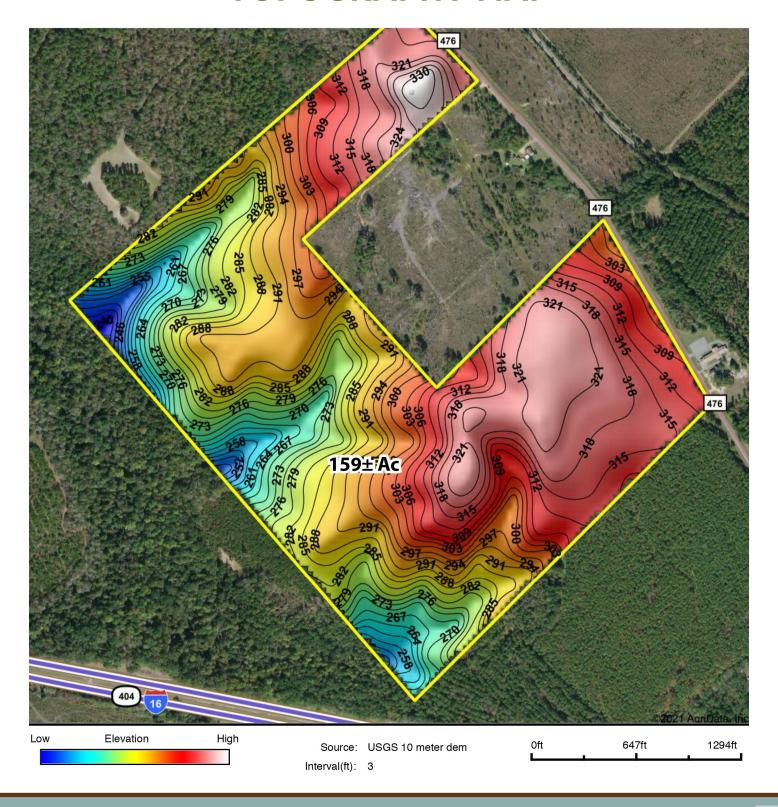
	SOIL CODE	SOIL DESCRIPTION	ACRES PERG	CENTAGE OF FIELD	SOIL CLASS	NCCPI
=	NaB	Nankin loamy sand, 2 to 5 percent slopes	38.61	25.9%	2	64.4
-	FaB	Faceville sandy loam, 2 to 5 percent slopes	20.77	13.9%	2	76.7
-	МаВ	Marlboro sandy loam, 2 to 5 percent slopes	12.46	8.4%	2	74.3
-	FaC2	Faceville sandy loam, 5 to 8 percent slopes, moderately eroded	10.96	7.4%	3	76.0
-	DoA	Dothan loamy sand, 0 to 2 percent slopes	10.46	7.0%	2	53.1
-	СоВ	Cowarts loamy sand, 2 to 5 percent slopes	10.41	7.0%	2	38.8
-	НМ	Herod and Muckalee sandy loams, frequently flooded	10.15	6.8%	5	60.8
•	NkC2	Nankin sandy loam, 5 to 8 percent slopes, moderately eroded	8.46	5.7%	4	66.9
-	CaB2	Carnegie sandy loam, 2 to 5 percent slopes, moderately eroded	7.29	4.9%	3	74.3
	CtC2	Cowarts sandy loam, 5 to 8 percent slopes, moderately eroded	6.53	4.4%	4	40.7
-	LuC	Lucy loamy sand, 5 to 8 percent slopes	6.52	4.4%	3	53.9
-	DoB	Dothan loamy sand, 2 to 5 percent slopes	6.38	4.3%	2	52.9
-	DtC2	Dothan sandy loam, 5 to 8 percent slopes, moderately eroded	0.00	0.0%	4	65.3

148.99

63.6



TOPOGRAPHY MAP



TIMBER CRUISE

Margie Chappell Tract

Laurens County, Georgia 159.7 Acres







TIMBER CRUISE VALUES

Margie Chappell Laurens County - 159.7 Acres Parcel # 052 007

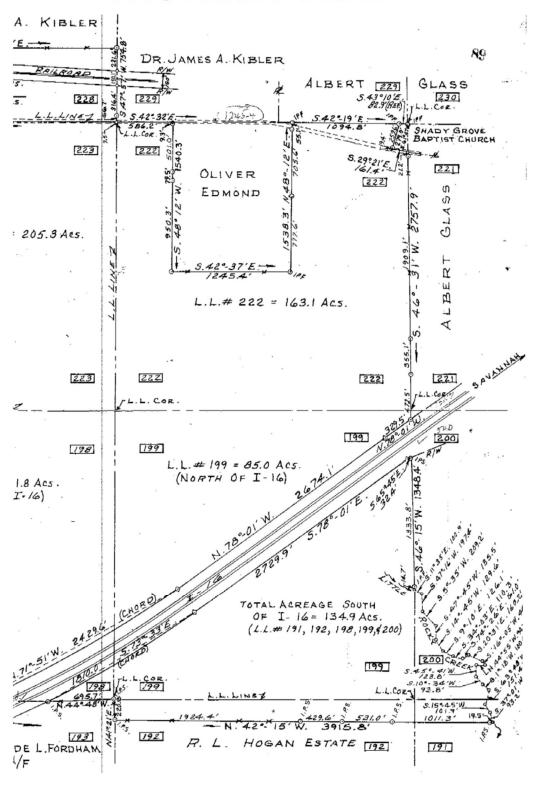
Stand 1	Natural		62+/- Acres
PRODUCT	\$/TON	VOLUME	PRODUCT VALUE
Pine Pulpwood	\$12.00	50	\$600.00
Hardwood Pulpwood	\$13.00	1349	\$17,537.00
Palletwood	\$18.00	166	\$2,988.00
Pine Chip & Saw	\$22.00	24	\$528.00
Pine Sawtimber	\$30.00	185	\$5,550.00
Hardwood Sawtimber	\$36.00	524	\$18,864.00
Natural Value			\$46,067.00

Species Year Estab	olished	Value/Acre/Year	Pre-Merchantable Value
Lob	2013	\$80	\$43,584.00

Stand 3	Mature Planted Pine		28+/- Acres
PRODUCT	\$/TON	VOLUME	PRODUCT VALUE
Pine Pulpwood	\$12.00	376	\$4,512.00
Pine Chip & Saw	\$22.00	727	\$15,994.00
Pine Sawtimber	\$30.00	1713	\$51,390.00
Pine Poles	\$36.00	227	\$8,172.00
Mature Planted Pine Value			\$80,068.00



PROPERTY PLAT





PROPERTY PHOTOS



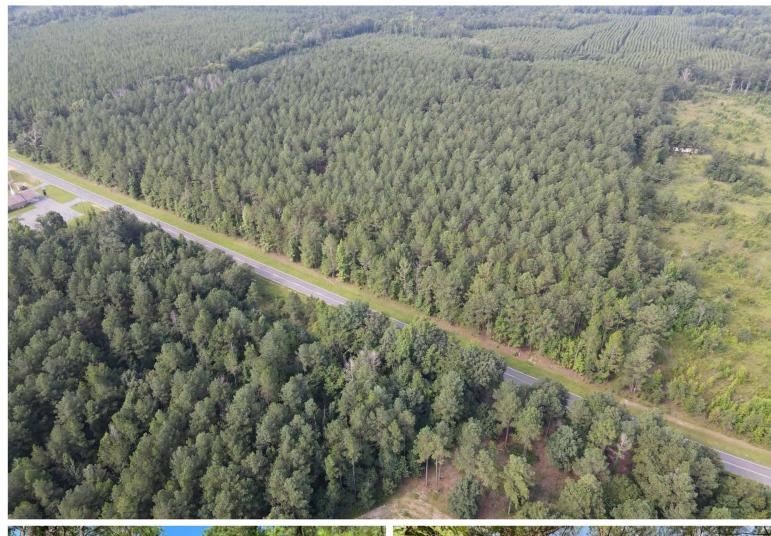






159[±]_{ACRES}

PROPERTY PHOTOS







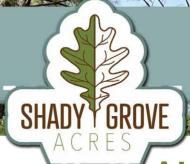


PROPERTY PHOTOS









AUCTION CONTRACT

As a result of the efforts of South Auction Inc. (SA), hereinafter referred to as "Auctioneer," the undersigned Purchaser agrees to purchase, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in _Laurens __County, GA, being all or a portion of that property being commonly identified on Tax Map No. 052 007__, together with all trees, shrubbery now plants, and on the premises; together with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "Property" the portion or parcel to be purchased by Buyer being identified as follows:

Property: 159+/- acres offered in 11 tracts - Shady Grove Church Road, Dublin, GA

1. The "Purchase Price" of the property shall be defined as follows: The high bid made by the **Purchaser** plus a ten percent "Buyer's Premium." The Buyer agrees to pay the Purchase Price of \$_______ to the Seller. The purchase price shall be paid in cash, in full, at closing. **Purchaser**'s obligation to close shall not be contingent upon **Purchaser**'s ability to obtain financing. Further, **Purchaser**'s obligation to close shall not be contingent upon matters of survey or inspection, unless expressly noted herein, as all of such matters should have been reviewed by **Purchaser** prior to the closing of the auction should **Purchaser** have wished to obtain them. **Purchaser** shall pay all closing costs. Taxes, Homeowner's Association Fees, Dues, etc. as applicable, will be prorated as of date of closing.

For an outline of the financial terms of sale, see below.

Bidder Number	OUTLINE OF FINANCIAL T	ERMS OF SALE		Property Number(s)
	- High Bid	\$	-	
	Buyer's Premuim (10%)	\$	-	
	Purchase Price**	\$	-	
	Earnest Money	\$		
	Balance Due at Closing	\$		

2. Earnest Money: Purchaser agrees to pay to Auctioneer the sum of \$________, as earnest money, which earnest money is to be promptly deposited into the Auctioneer's escrow account and is to be applied toward the purchase price at the time of closing or as otherwise provided herein. Purchaser agrees and acknowledges that in the event he or she fails to execute the obligations contained in this agreement for any reason other than those specifically allowed herein below, this earnest money shall constitute liquidated damages to be paid to the Seller. The Seller agrees that, in the event he or she is awarded the earnest money as liquidated damages, the Auctioneer shall be paid the entire commission due to Auctioneer from those proceeds. All parties hereto agree that Auctioneer may deposit the earnest money in an interest-bearing escrow account.

a. Disbursement of Earnest Money:

i. Entitlement to Earnest Money: Subject to the paragraphs below, Purchaser shall only be entitled to a return of the earnest money if one of the following should occur: a) the Seller terminates the agreement without justification as provided for herein, b) the Purchaser elects to rescind the agreement due to the Property being "destroyed or substantially damaged" as provided herein below. Or c) the Seller is unable to deliver good and marketable title as outlined herein below by the time of the scheduled closing. Otherwise, the earnest money shall be applied toward the purchase price of the Property at closing, or paid to Seller as liquidated damages should Purchaser fail to close.



AUCTION CONTRACT

- ii. **Disbursement of Earnest Money**: **Auctioneer** is authorized to disburse the earnest money upon the following events:
 - 1. The Closing of the Transaction;
 - 2. A subsequent written agreement between Purchaser, Seller, and Auctioneer;
 - 3. An order of a Court or Arbitrator having jurisdiction over any dispute involving the earnest money;
 - 4. Failure of Purchaser to consummate the transaction due to no fault of Seller;
 - 5. Failure of the **Purchaser** to consummate the transaction due to fault of **Seller**;
 - **Auctioneer** may disburse the earnest money upon a reasonable interpretation of the agreement, provided the Auctioneer first gives all parties at least 10 days written notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Auctioneer within the 10 day notice period. Objections not timely made in writing shall be deemed waived. If **Auctioneer** receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Auctioneer may do so and send notice to the Parties of Auctioneer's action. If Auctioneer decides to modify its proposed disbursement, Auctioneer shall first send a new 10 day notice to the Parties stating the rationale for the modification and to whom their disbursement will now be made. Should the earnest money be paid to Seller, Auctioneer shall tender said earnest money to **Seller** by check, in the event **Auctioneer:** (1) Makes a reasonable interpretation of the agreement that the agreement has been terminated due to Purchaser's default and (2) sends the required 10 day notice of the proposed disbursement to Purchaser and Seller. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Purchaser and Auctioneer in this transaction. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Auctioneer. In such event, the Parties hereto release and discharge Auctioneer from any claims against Auctioneer related to the earnest money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (Provided, however, Seller shall not be relieved of its obligation to pay a commission to Auctioneer as set forth in both this agreement and the Real Estate Auction Agreement.) Should the earnest money be refunded to Purchaser after Auctioneer: (1) makes a reasonable interpretation of the agreement that the agreement has been terminated due to Seller's default, and (2) sends the required 10-day notice of the proposed disbursement to **Seller** and **Purchaser**. If the check is accepted by Purchaser, it shall constitute a full, complete, and final settlement of all claims of Purchaser against Seller and Auctioneer in this transaction. In such event, the Parties hereto release and discharge Auctioneer from all claims Purchaser might have against Auctioneer related to the earnest money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (Seller shall not be relieved of its obligation to pay a commission to Auctioneer as set forth in this agreement and the Real Estate Auction Agreement provided the earnest money is returned to Purchaser and closing does not take place due to fault of Seller; or
 - 7. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the earnest money, Auctioneer may, in its sole discretion, notify Purchaser and Seller in writing that Auctioneer is unable to resolve such dispute and may interplead all or any disputed part of the earnest money into court, whereupon Auctioneer shall be discharged from any further liability with respect to the earnest money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the earnest money. In such event, the parties hereto release and discharge Auctioneer from any claims against Auctioneer related to the earnest money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.

AUCTION CONTRACT

- 3. Both Purchaser and Seller shall indemnify Auctioneer for and hold harmless Auctioneer from any costs, losses, liabilities, or expenses, including attorney fees resulting from Auctioneer being named as a party to any legal action resulting from either Purchaser's or Seller's failure to fulfill any obligations and undertakings as set forth in this Contract. Further, the Parties shall not bring legal action against Auctioneer for any decision of Auctioneer to disburse the earnest money in accordance with the agreement set forth herein.
- 4. **Seller** warrants that **Seller** presently has marketable title to said **Property**, and at the time the sale is consummated agrees to convey good and marketable title to said **Property** to **Purchaser** by Limited Warranty Deed, subject only to (1) zoning ordinances affecting said **Property**, (2) general utility easements of record servicing said **Property**, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions and encumbrances affecting the **Property**.
- 5. Purchaser shall have reasonable time after date hereof in which to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Any such objections shall be made known to Seller at least five days prior to closing. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and, if Seller fails to satisfy such valid objections within a reasonable time, then at the option of Purchaser, evidenced by written notice to Seller, this contract shall be null and void, and Purchaser's earnest money shall be returned.
- Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.
- 7. Seller and Purchaser agree that Purchaser is buying this property AS IS with no implied or express warranties. For all purposes of this contract and the transaction described herein, the term "AS IS" shall mean only that the property has not been destroyed or substantially damaged prior to closing. For the purposes of this agreement and the transaction described herein, the term "destroyed or substantially damaged" shall mean that the cost to repair the Property is equal to or greater than fifty percent (50%) of the Purchase Price. In the event that the Property is destroyed or substantially damaged, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as may be paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.
- 8. Auctioneer makes no representation or warranty as to fitness or merchantability of title to the above described Property. Auctioneer has not conducted a title examination of the Property prior to the sale and, therefore, does not certify Seller's ability to transfer title of the Property free and clear of liens. Auctioneer shall have no liability to Seller or Purchaser in the event closing fails to take place due to there being title defects, encumbrances, or liens upon the Property that would prevent the sale from taking place as anticipated.
- 9. A commission is to be paid to Auctioneer and Broker, if any, in accordance with that certain agreement between Auctioneer and Seller regarding authorization and compensation, pursuant to a Real Estate Auction Agreement and the auction sales brochure relative to the subject Property. Said documents are incorporated herein by reference.
- 10. Seller and Purchaser agree that any dispute arising under the terms and conditions of this sales contract or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia. Both Purchaser and Seller, by execution of this agreement, and regardless of their state or county of residence, submits themselves to the jurisdiction of the Superior Courts of Emanuel County, Georgia for resolution of any and all disputes arising under the terms and conditions of this sales contract and agree that both jurisdiction and venue shall be proper in the Superior Courts of Emanuel County, Georgia.
- 11. **Seller** may leave items of personal property on any or all of the tracts in **Seller's** discretion. **Purchaser** of each tract is entitled to ownership of any items of personal property left on the property as of the date of closing. **Seller** has no responsibility to remove any such items. Removal of such items, and any costs associated therewith, is the SOLE RESPONSIBILITY of the **Purchaser**.
- 12. **Seller** and **Purchaser** agree to all terms contained in the website Terms and Conditions previously agreed to by the **Purchaser**. All such terms and conditions are hereby merged and incorporated into this agreement as though fully set forth herein.

Special Stipulations

- Real estate taxes, as well as Homeowner's Association Fees and Dues, if applicable, on the **Property** shall be prorated as of the date of closing.
- 2. Sale shall be closed on or before _Dec. 10_, 2021. Seller has the right to extend the closing 45 days, if needed.
- 3. All closings shall be conducted by: _Joseph Sumner Dublin, GA__
- All closing costs will be paid by the Purchaser. Should Purchaser desire to have title insurance or a title certificate issued, Purchaser can negotiate for said services with the closing attorney.
- Possession of the Property shall be granted by Seller to Purchaser no later than the closing date, unless specifically stated herein.



AUCTION CONTRACT

- 6. **Property** is sold "as is" and **Seller** makes no warranty as to easements, leases, restrictions, covenants, conditions, zoning and all other matters that would be revealed by a current survey or an inspection of the **Property** or contained in public records.
- 7. **In addition to any other rights of Seller to extend hereunder, Seller** may extend the closing date of this contract for an additional forty five (45) days if necessary in order to cure title defects or liens that might be an impediment to closing.
- 8. South Auction Inc, Auctioneer/broker, is acting exclusively as agent for the Seller.
- 9. Time is of the essence of this agreement.
- 10. As used herein, the term "surveyed acreage" means the total gross acreage of the **Property** without any deduction for any portion thereof located within the bounds of any roadways (except deeded roadways), easements or other rights-of-way, including, without limitation, electric transmission lines or other utility easements. In the event either party defaults under the terms of this Agreement, the defaulting party will be responsible for the survey expense. All boundary lines shown on auction material are estimated lines and are not exact property lines. Exact property lines shall be determined by survey
- 11. ALL REFERENCES TO ACREAGE REFERRED TO, WHETHER IN BROCHURES, ONLINE, OR ON SIGNS ARE ESTIMATES. THE ACTUAL ACREAGE CAN ONLY BE ASCERTAINED AFTER A SURVEY OF THE PROPERTY. BY SIGNING THIS CONTRACT, THE HIGH BIDDER AGREES TO FULFILL THE TERMS OF THIS CONTRACT REGARDLESS OF ACTUAL ACREAGE.
- 12. If the property sells divided, the buyer shall be responsible for the survey costs with Donaldson Survey, Swainsboro, GA. The survey shall be conducted prior to closing. Cost of the survey for each lot is outlined in the property information packet.
- 13. The property is in the CUVA tax program. If the tax covenant should be breached upon dividing the property, the seller will be responsible for the penalty payment.

<u>PURCHASER</u>	SELLER
Signature: Purchaser	Signature: Seller
Print Purchaser's Name	Print Seller's Name
Address	Address
City, State, Zip	City, State, Zip
Cell Phone Number	Cell Phone Number
Email Address	Email Address
Please describe below how property will be purchased (cash institution:	, financed). If you plan to finance, give all information on financia
Signature: George R. Lane SOUTH AUCTION INC.	Binding agreement date of contract
AUCTIONEER – Firm H-64297/GAL 3022/Real Estate License 279973	

159[±]_{ACRES}

TERMS & CONDITIONS

TERMS AND CONDITIONS

The Terms and Conditions apply to all properties offered in this auction. All Bidders must read these terms before bidding on the auction. By bidding in the auction, you are acknowledging that you have read and agree to these terms and conditions and are responsible for closing on the property if you are the winning bidder. All winning bidders will be required to sign a real estate auction contract. The winning bidder will mail earnest money at the conclusion of the auction and will owe the remaining balance at closing within 60 days.

Earnest money due will be 20% of the purchase price.

Bidder Verification

All bidders credit cards will be verified. South Auction reserves the right to ask any registered bidder for a bank letter of credit prior to or during the bidding period. The bidders account may be suspended or revoked if the bank letter of credit is not received. South Auction may ask for a bank letter of credit on a per bidder and/or per property basis. South Auction reserves the right to suspend bidding privileges for any or no reason either before, during, or after the auction with no notice to bidder. South Auction reserves the right to refuse service to any person.

Due Diligence

All property is being sold AS-IS, WHERE-IS, and with all faults and is selling subject to easements, leases, restrictions, covenants, conditions, zoning, and all other matters revealed by a current survey, inspection of the property, or contained in public records. ALL SALES ARE FINAL.

Inspection of Property

It is the bidder's responsibility to determine if the information contained herein is accurate. Property is open to thorough public inspection and we highly encourage an inspection of the property prior to bidding. Contact South Auction before inspecting the property. Bidder must conduct and rely on their own inspection and investigation to determine condition of property. All inspections are at your own risk. All properties are selling subject to seller confirmation.

Buyer's Premium

A 10% buyer's premium will be added to the high bid to arrive at the contract price.

Agency

South Auction strictly represents the seller and can bid on the seller's behalf. Seller has the right to accept or decline any high bid. High bidder will be notified within 48 hours if their bid is accepted.

Earnest Money

A signed real estate auction contract and the earnest money must be mailed to auction company within 24 hours of the auction closing.



TERMS & CONDITIONS - CONTINUED

Mail to: South Auction, 338 East Main Street Swainsboro, GA 30401

South Auction shall have the permission and authority to charge the winning bidder's credit card up to \$5000.00 on a specific property at the conclusion of the auction This charge will be credited back to the high bidder's credit card once their earnest money is received. This charge will not be refunded if the high bidder does not close on the property and/or if the earnest money is not collected. South Auction will not be able to access or view any personal information and /or credit card information of any registered bidder. All transactions are handled through a third-party processor.

Auction End Time

This auction has an extended bidding feature. If a bid is placed on any property within the last 5 minutes of the auction, that will trigger the extended bidding feature on all properties. The bidding on all properties will remain open until the bidding is quiet for 5 minutes on all properties.

Closing

All closing costs are paid by the successful winning bidder. All real estate transactions will close on or before: Dec. 10th, 2021 Joseph Sumner – Dublin, GA

Survey

If the property sells divided, Donaldson Survey, Swainsboro, GA will complete the survey prior to closing. The buyer will be responsible for the survey costs outlined in the property information packet.

Broker Participation

2% of South Auction commission is available to registered brokers, if approved. South Auction will not pay a commission to a broker who is representing themselves or an immediate family member. Broker registration form is available by emailing a request to: rusty@southauctiongroup.com.

TERMS & CONDITIONS - CONTINUED

Internet/Technical Issues

Any personal internet connection failures during the auction are the responsibility of the bidder. The auction will continue as normal and the item will be sold. South Auction shall not be held responsible for any "missed" bids or bids unseen by the auctioneer. Bids are received immediately when they are entered by the bidder.

Additional Terms

- 1) Property is being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied.
- 2) Property is open to public inspection and it is the bidders' responsibility to determine condition.
- 3) South Auction, nor the seller, guarantees that each auction sign is accurately placed on the property being sold.
- 4) All acreage reference in brochure, signs and online are estimated acres.
- 5) No personal property is included with any property, unless specifically stated.
- 6) South Auction makes no guarantee that any of the properties are suitable for septic tanks or wells or that any property has water or a septic tank available.
- 7) Properties will transfer to high bidder via warranty deed.
- 8) South Auction and winning bidder agree that any dispute arising under the terms and conditions of this sales contract or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia.
- 9) All properties will close with a General Warranty Deed
- 10) The property is in the CUVA tax program. If the tax covenant should be breached upon dividing the property, the seller will be responsible for the penalty payment.

Any questions should be directed to:

Rusty Lane: 478-455-1861 Brent Stephens 912-259-4789



ABOUT SOUTH AUCTION

We are a full service auction and real estate firm based in Swainsboro, Georgia. We serve clients all across the Southeast.



One day we may be working on a multi-million dollar real estate sale and the next cataloging the contents of a loved one's estate, preparing for an auction. Our staff of professionals are trained to help with any situation. We evaluate every client's needs and determine what tools we have to best accomplish his/her objectives.

If you are looking to liquidate real estate or personal property, we ask that you please give us a call.



Standing Left to Right: Brent Stephens, Joe Lanier, Tanya Lane, Rusty Lane, Lisa Peebles, Alex Grovenstein

NOT PICTURED: Derry Bennett