

Date: \_\_\_\_\_

Unit Number(s): \_\_\_\_\_

**Sherman & Hemstreet Real Estate Company  
Sperry Van Ness®/Interstate Auction® Company**

3523 Walton Way Ext  
Augusta, GA 30909

706-722-8334  
706-722-1111-Fax

AUCTION PURCHASE AND SALE AGREEMENT

As a result of the efforts of, Sherman & Hemstreet Real Estate Company, "Broker", and Sperry Van Ness / Interstate Auction Company, "Auctioneer", the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, Unit No. \_\_\_\_\_ of TowneClub Condominium, together with an undivided interest in the common areas and facilities set forth in the Declaration of Condominium, located in Richmond County, State of Georgia being more particularly described in Exhibit A, attached hereto and made a part hereof, together with all lighting fixtures, all electrical, mechanical, plumbing, heating, air conditioning, and any other systems or fixtures as are attached thereto, , collectively hereinafter referred to as the "Property". The total purchase price, as calculated below

High Bid	\$ _____
Buyer's Premium <u>10</u> %	\$ _____
Purchase Price	\$ _____

is to be paid, in cash, in full, at closing. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. All closing costs not required by law to be paid by the Seller will be the responsibility of the Purchaser.

Purchaser has paid to Sherman & Hemstreet Real Estate Company, "Escrow Agent", the sum of \$ \_\_\_\_\_ as down payment, which down payment is to be promptly deposited into an escrow account maintained by Escrow Agent when Agreement has been accepted by all parties hereto and is to be applied as part payment of the purchase price at time of closing. Seller and Purchaser hereto agree that Escrow Agent may deposit the down payment in an escrow account in the name of Escrow Agent. Said down payment shall be applied as part payment of purchase price of said Property at the time the sale is consummated. The parties hereto understand and acknowledge that disbursement of moneys held by Escrow Agent can occur only as follows: (a) at closing; (b) upon written agreement signed by all parties having an interest in said funds; (c) upon Purchaser's breach of this agreement; or (d) upon court order. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the moneys, Escrow Agent may, at his option, notify Purchaser and Seller in writing that Escrow Agent is unable to resolve such dispute and may interplead all or any disputed part of the moneys into court, whereupon Escrow Agent shall be entitled to be compensated by the party who does not prevail in the interpleader action for the costs and expenses, including Auctioneer's commission and reasonable attorney's fees incurred in filing said interpleader. In either event, the parties hereto shall thereafter make no claim against Auctioneer, Broker or Escrow Agent for said disputed moneys and shall not seek damages from Auctioneer, Broker or Escrow Agent by reason thereof or by reason of any other matter arising out of this Agreement or the transaction contemplated hereunder.

Seller warrants that it presently has 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 General warranty deed, subject only to (1) zoning ordinances affecting said Property, (2) easements of record, (3) restrictions of record, (4) the declaration for TowneClub Condominiums, (5) other easements, other restrictions and encumbrances specified in the TowneClub Condominium Declaration or Bylaws.

Purchaser shall have twenty-one (21) calendar days from the final acceptance date of this Agreement in which to examine title to the Property and deliver to Seller a written statement of objections affecting the insurability of said title, except for objections such as deeds of trust which can be paid or deducted from Seller's proceeds at closing, or such other objections that Stewart Title Insurance Company is willing to insure over. 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 the Purchaser, evidenced by written notice to the Seller, this Agreement shall be null and void, and Purchaser's moneys shall be returned, in full without interest.

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the Agreement is consummated, then at the election of Purchaser, (a) the Agreement may be canceled, or (b) Purchaser may consummate the Agreement and receive such insurance proceeds as may be paid on the claim of loss. The election is to be exercised within ten (10) days after the amount of Seller's damage is determined.

Commission is to be paid to Auctioneer pursuant to and in accordance with that certain Agreement between Auctioneer and Seller regarding authorization and compensation, which documents are incorporated herein by reference. Seller agrees to pay Auctioneer the full commission when the sale is consummated and in the event the sale is not consummated because of Seller's refusal to perform any of the Seller's covenants herein, the Seller shall pay the full commission to Auctioneer and Auctioneer shall return the down payment to Purchaser.

Purchaser agrees that if Purchaser fails or refuses to perform any of Purchaser's covenants herein, Purchaser shall forfeit and forth-with pay Seller the full down payment, whereupon Auctioneer and Seller shall be released from any and all liability for return of down payment to Purchaser, and Seller shall also have any other remedies at law or equity, including specific performance.

Real estate taxes on the Property shall be prorated as of the date of closing based on the calendar year.

At closing, Purchaser shall pay an initiation fee to TowneClub Condominium Association, Inc. equal to 2 monthly HOA fees for the condominium unit purchased. Purchaser shall also pay a prorated monthly HOA fee for the month in which closing occurs. Regular monthly association fees will be due on the 1<sup>st</sup> of each month following closing.

Closing will be conducted by the law firm of:

Scott Klosinski  
Attorney at Law  
Klosinski Overstreet, LLP  
#7 George C. Wilson Court  
Augusta, Georgia 30909  
706.863.2255  
706.863.5885 fax  
[scott@klosinski.com](mailto:scott@klosinski.com)

Possession of the premises shall be granted by Seller to Purchaser at closing.

Purchaser shall pay all closing costs including State of Georgia real estate transfer tax.

Time is of the essence of this Agreement.

Sale shall be closed on or before 30 days from acceptance of contract by Seller unless an extension is otherwise agreed to in writing.

The undersigned Purchaser certifies that he or she is of legal age and has full legal capacity and authority to understand, execute, and deliver this Agreement on behalf of himself/herself. If Purchaser is purchasing on behalf of a for-profit entity, non-profit organization, or public agency, then Purchaser is executing this Agreement on behalf of such entity and Purchaser certifies to Seller that Purchaser has the authority to execute this Agreement on behalf of such entity and shall be bound by the matters contained herein. In consideration of being permitted to bid at the Auction, and/or submit this offer, Purchaser hereby certifies to Seller and Auctioneer the following:

Purchaser understands that Purchaser is responsible for independently inspecting and reviewing all aspects of the Property or Properties which are the subject of this Agreement, including, but not limited to, the physical, legal, and economic aspects of such Property or Properties. Further, Purchaser certifies that (1) that such Property or Properties are sold "As is", "Where is" with no warranty expressed or implied about condition, use or potential economic benefit

(Seller and Auctioneer expressly disclaiming any warranties of habitability, fitness for intended use or particular purpose and all other implied warranties) and that Purchaser is accepting all defects, both apparent and latent, at Purchaser's own, absolute and exclusive risk, (2) that Purchaser has inspected the Property or Properties prior to executing this Agreement and that such Property or Properties are acceptable in its or their present condition, (2) That Purchaser has obtained, read, reviewed, understands, and agrees to the the Declaration of Condominium with Amendments for TowneClub Condominiums, the Bylaws for TowneClub Condominium Association, Inc. ("The Association"), The Reciprocal Easement and Cost Sharing Agreement, The Articles of Incorporation, The Estimated Budget for Association, The Declarants Commitment For Improvements, The Statement of Condition of Property, and other documents provided to Purchaser included in the Condominium Documents Package. Said documents being made available to Purchaser for Review on the Auctioneer's website: [www.interstateauction.com](http://www.interstateauction.com). (3) that various oral and written information has been made available to Purchaser concerning such Property or Properties, but Seller and Auctioneer make no representation, warranty or other assertions, expressed or implied, with respect to the accuracy, completeness or content of such information or otherwise relating thereto, and Purchaser understands that the Purchase and Sale Agreement (the "Agreement") to be entered into between Seller and Purchaser is the only agreement oral or written, between Seller and Purchaser concerning such Property or Properties, (4) that Seller, Broker, and Auctioneer will not have any liability whatsoever for any alleged oral or written representations, warranties, or agreements relating to such Property or Properties other than as expressly set forth in the Agreement; and (5) that Purchaser has, prior to the execution of the Agreement, read the Agreement and that Purchaser fully understands the legal effect of the Agreement, such questions have been answered by counsel of Purchaser's choice and Purchaser has not relied upon any representation of Seller and/or Auctioneer, their agents or legal counsel, regarding the Agreement.

Seller and Purchaser acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may be or may in the future be determined to be toxic, hazardous, or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake clean-up of such substances. Seller and Purchaser acknowledge that (i) the Auctioneer has no expertise with respect to toxic wastes, hazardous materials or undesirable substances, (ii) that such materials can be extremely costly to correct and remove, (iii) that Auctioneer has made no investigations or representations with respect to such materials, and (iv) in being involved in this transaction, Auctioneer is relieved from all liability related thereto. Seller and Purchaser therefore release Auctioneer from any claim, related to toxic waste, hazardous materials and/or undesirable substances. It is the duty of the Purchaser to obtain an opinion from a recognized and licensed environmental specialist if Purchaser has any concerns about the condition of the Property which could be in violation of the Environmental Protection Act or other environmental rules, laws, regulations, or ordinances.

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in your children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead based paint hazards from risk assessments or inspections in the Seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible hazards is recommended prior to purchase. An exhibit entitled Disclosure Information of Lead-Based Paint and/or Lead-Based Paint Hazards is attached to this agreement and made a part hereof by reference.

Purchaser will also receive any existing manufacturers' limited warranties which come with the appliances. Purchaser acknowledges that closing shall constitute acceptance of the Property AS IS.

Broker and Auctioneer are representing the Seller in the sale of this real estate and has no brokerage engagement or material relationship with the Purchaser. The parties to the sale acknowledge that Broker and Auctioneer have a brokerage engagement with the Seller and as such represents the Seller. Broker and Auctioneer will treat all prospective purchasers honestly and timely disclose to purchasers all material adverse facts pertaining to physical condition of the Property actually known by Broker and Auctioneer which could not be discovered by a reasonably diligent inspection by Purchaser. Broker and Auctioneer may provide assistance to Purchaser by performing ministerial acts such as filling in blanks on attorney approved agreements and conveying them to Seller, locating inspectors, attorneys, and all other like or similar services. Broker and Auctioneer's compensation to this transaction is as stated in a separate Agreement between Seller, Broker and Auctioneer, which Agreement is incorporated herein by reference. Seller and Purchaser each agree that Broker and Auctioneer are not responsible for the actions or inactions of any other party to this Agreement.

If any term of this Agreement is determined by a court to be invalid, or unenforceable, the remainder of the Agreement shall not be affected and shall remain enforceable.

This Agreement constitutes the sole and entire agreement between the parties hereto and no modifications of this Agreement shall be binding unless attached hereto and signed by all parties to this Agreement. No representation, promise, or inducement not included in this agreement shall be binding upon any party hereto.

Purchaser Acknowledges Receipt of a paper copy of Condominium Documents including the Declaration of Condominium with Amendments for TowneClub Condominiums, the Bylaws for TowneClub Condominium Association, Inc. ("The Association"), The Reciprocal Easement and Cost Sharing Agreement, Article of Incorporation of the Towneclub Condominium Association, Inc., The Estimated Budget, The Declarant's Commitment for Improvements, The Statement of Condition of Property, and other documents not listed herein but included in the package. Purchaser Initials \_\_\_\_\_.

**THIS INSTRUMENT SHALL BE** regarded as an offer by the Seller or Purchaser who first signs to the other and is open for acceptance by the other until 5:00 pm on Tuesday, December 7, 2010, at which time written acceptance of such offer must have been actually received by Broker, who shall promptly notify the other party of such acceptance.

**THE ABOVE PROPOSITION IS** hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_ M, on the \_\_\_\_\_ day of \_\_\_\_\_, 2010

This instrument shall become a binding Agreement when written acceptance thereof, or a facsimile (FAX) transmission of the accepted instrument is actually received by Auctioneer, Auctioneer's affiliated Licensees, or Offeror. Upon receipt of acceptance, the other party, Broker, or Broker's Affiliated Licensee shall be notified as soon as practical.

TowneClub Partners, LLC

\_\_\_\_\_  
Seller's Name Printed

\_\_\_\_\_  
Purchaser's Name Printed

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Street Address of Seller

\_\_\_\_\_  
Street Address of Purchaser

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Office Telephone No.

\_\_\_\_\_  
Office Telephone No.

\_\_\_\_\_  
Home Telephone No.

\_\_\_\_\_  
Home Telephone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**BROKER**  
Sherman & Hemstreet Real Estate Company

\_\_\_\_\_  
Date

**RECEIPT OF DOWN PAYMENT:** Sherman & Hemstreet Real Estate Company has received \$ \_\_\_\_\_ as down payment for the above referenced property.

Date: \_\_\_\_\_

Property No.: \_\_\_\_\_

**Sherman & Hemstreet Real Estate Company**

3523 Walton Way Ext  
Augusta, GA 30909

706-722-8334  
706-722-1111-Fax

**BROKER'S ACKNOWLEDGEMENT**

The undersigned each hereby certifies to Seller, Sherman & HemStreet Real Estate Company, Sperry Van Ness / Interstate Auction® Company as follows:

1. The Broker/Agent is a licensed Broker/Agent in the State of Georgia and represents the Purchaser, not the Seller or Auctioneer.
2. The Broker/Agent is associated with a licensed real estate firm in the State of Georgia, and that the undersigned is authorized to execute this Broker's Acknowledgement on behalf of Company/Broker.
3. That Broker/Agent duly registered the Purchaser in writing with Purchaser's acknowledging signature with Sherman & Hemstreet Real Estate Company before any inspection of the Property by the Purchaser.
4. That broker/Agent attended the Purchaser's initial inspection of the Property.
5. That Broker/Agent attended the Auction with the Purchaser.
6. That Broker/Agent is not participating in the purchase of the Property in any way as a principal or purchaser and is not giving a rebate of his/her commission to Purchaser.
7. That Purchaser is not an affiliate of Broker/Agent and that Broker/Agent is not an affiliate of Purchaser. For purposes of this Broker's Acknowledgement the term "affiliate of Broker" or "affiliate of Purchaser", as the case may be, means (a) any officer, director, employee, shareholder, owner or partner of Broker or Purchaser, as the case may be; (b) any spouse of any individual referred to in 7(a) above, or relative within the third degree of kindred of any individual referred to in 7(a) or 7(b) above; any corporation, partnership, trust, or other entity controlling, controlled by, or under common control with any one or more of those referred to in 7(a), 7(b), above; and (c) any director, officer, trustee, general partner or employee of any entity described in 7(b) above.

Broker/Agent hereby accepts a 2 % commission based on the bid amount as full compensation for all brokerage services, and agrees that if for any reason the sale is not consummated, the Broker/Agent shall not receive any commission for procuring the Purchaser or for any other services in connection with the Property and/or Purchase and Sale Agreement, and the Broker/Agent shall have no claim or interest in the Property being sold to Purchaser or in any earnest money or other sums or damages collected by Seller or Auctioneer.

The Broker's Acknowledgement is attached to the Purchase and Sale Agreement and made a part thereof.

\_\_\_\_\_  
Broker/Agent's Name & License Number

\_\_\_\_\_  
Purchaser's Name

\_\_\_\_\_  
Broker/Agent's Signature

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Real Estate Company's Name & License Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Work Telephone No.

\_\_\_\_\_  
Work Telephone No.

\_\_\_\_\_  
Home Telephone No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Unit Number \_\_\_\_\_ (the "Unit") of TowneClub Condominium (the "Condominium"), as described and designated in the Declaration of Condominium for TowneClub Condominium recorded on January 11, 2005 in Deed Book 00970, Page 0958, et seq., in the Richmond County, Georgia and amended as recorded in Deed Book 01047, Page 2508.