



REAL ESTATE AUCTION

3/2 POOL HOME IN SEFFNER, FL

On-site Auction: 11 AM, Saturday, April 1st

Preview: 1 PM – 3 PM, Sunday, March 26th

Property Location: 123 Euclid Loop, Seffner, FL 33584



auction@higgenbotham.com

HIGGENBOTHAM.COM • 800-257-4161

M.E. Higgenbotham, CAI, CES, AARE FL Lic. #AU305 AB158

AUCTION

11am, Saturday, April 1

PROPERTY

LOCATION: 123 Euclid Loop, Seffner, FL 33584

PROPERTY ID# 064210-6090

TAXES: \$ 434.22 (2022)

**BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

UTILITIES: County Water, Private Septic Tank

PREVIEW: 1PM-3PM, Sunday, March 26

PROPERTY SPECIFICS:

- 3 bedroom, 2 bath pool home located in Seffner, FL.
- This is a bright and clean, comfortable & easy to maintain property.
- Wood burning fireplace (with an electric one in the opening) in an oversized living room, hard surface counter-top in the kitchen with newer cabinetry and refrigerator.
- 3 spacious bedrooms with lots of windows and closet space.
- The master has a walk-in closet and en suite bathroom with a walk-in shower.
- Double-paned windows in the main house.
- There is a Florida room with an a/c or open the sliding windows and enjoy the breeze.
- Outside there is a screen enclosed pool with newer vinyl liner and storage shed.
- Fully privacy fenced back yard with enough room for a private garden or play area.
- Enclosed 1 car garage with washer & dryer and a 2-car carport.
- Easy access to MLK Jr. Blvd and Lakeview Village Park.
- Conveniently located close to shopping, restaurants and lots of services.

LIVE BIDDING TERMS:

- Registration is on-site the day of the auction with a valid driver's license
- Buyer will be required to sign the purchase agreement immediately after the auction.
- 10% Buyer's Premium added to the bid price to create the contract purchase price.
- 10% deposit due day of sale. (Business or personal check)

- Bidding confirms you have inspected the property & agree to the terms of sale in the Contract for Purchase & Sale Agreement
- All property is sold “As-Is” without any further inspections or repairs
- Buyer is responsible to pay the FL documentary stamps
- Closing is set for 30 days – there are no financing or inspection contingencies or other delays allowed.
- Real estate taxes will be prorated to the day of closing.
- The cost of a new survey, if desired, will be paid by the Buyer.

Information Disclaimer

The data provided in this due diligence packet was compiled from several sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller makes any warranty or representation as to the validity or accuracy of any information provided.

How an Auction Works

THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID

Step 1: Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

Step 2: Determine how much you are willing to pay for a piece of property. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

Step 3: As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your hand again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the auctioneer.

Step 4: If you have any questions, motion for one of Higgenbotham's Auction Team members. These ringmen are here to help you understand the process completely.

WHAT DOES THE TERM "RESERVE" MEAN?

Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid. If the property is not labeled as absolute, it will be sold on a reserve basis.

DO I NEED TO PRE-QUALIFY?

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

WHAT IS A BUYER'S PREMIUM?

A buyer's premium is a percentage that is added to the bid price to determine the total purchase price. In this auction there will be a 10% buyer's premium added to the successful bid amount to create the total purchase price. The Earnest Money (pursuant to the Contract for Purchase and Sale), will be non-refundable (except as otherwise provided in the Contract for Purchase and Sale) and due on the date of auction in the form of a personal or business check, unless otherwise noted. The balance of the contract purchase price will be due at closing.


WHAT IF I AM A BROKER?

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

The most important thing to do at an auction is relax and have fun! If you have a question, ask it. We strive to insure that all our customers are fully informed and educated. And remember,

You're only going to pay one bid more than someone else was willing to pay!

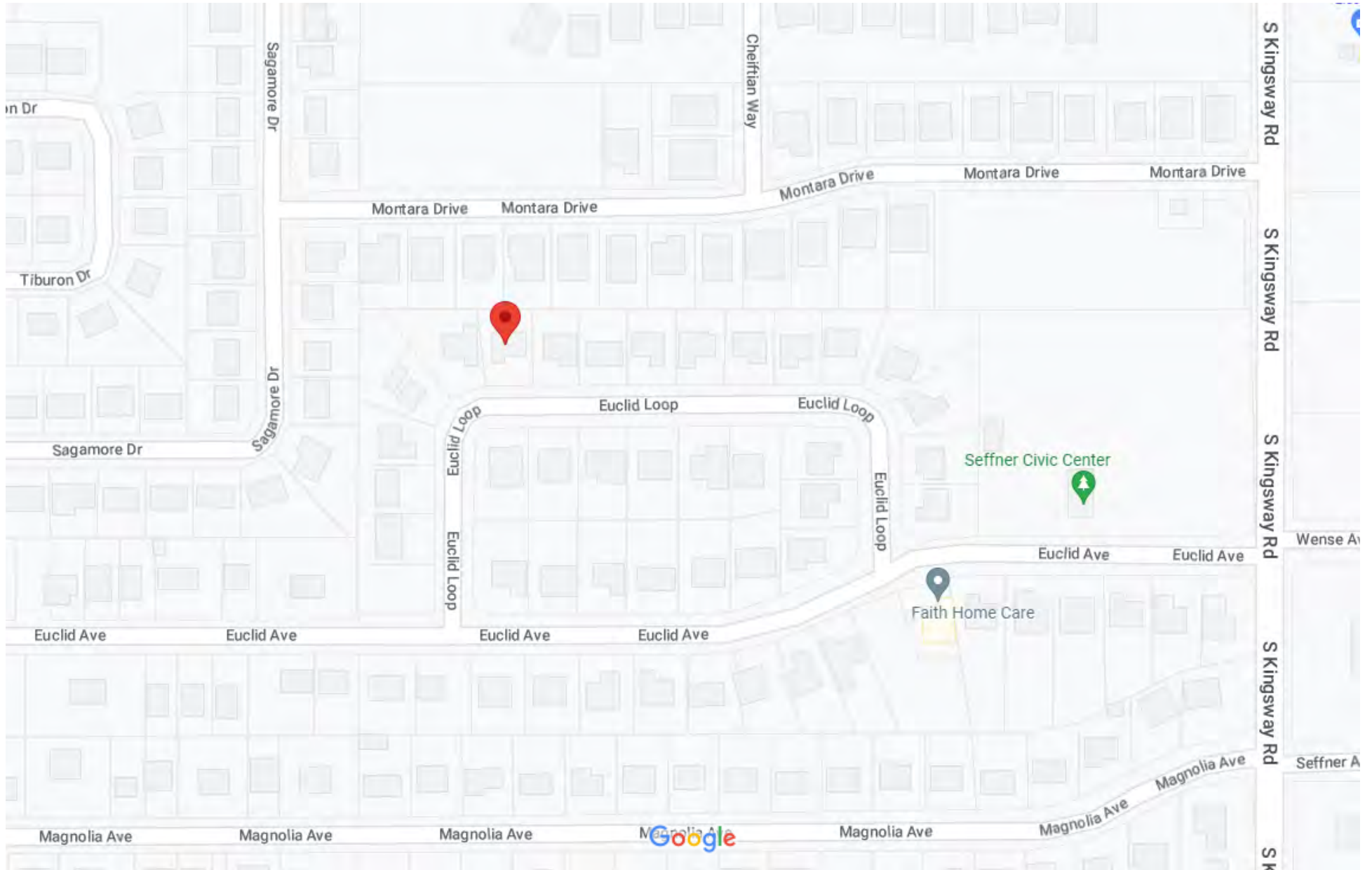




EUCLID LOOP

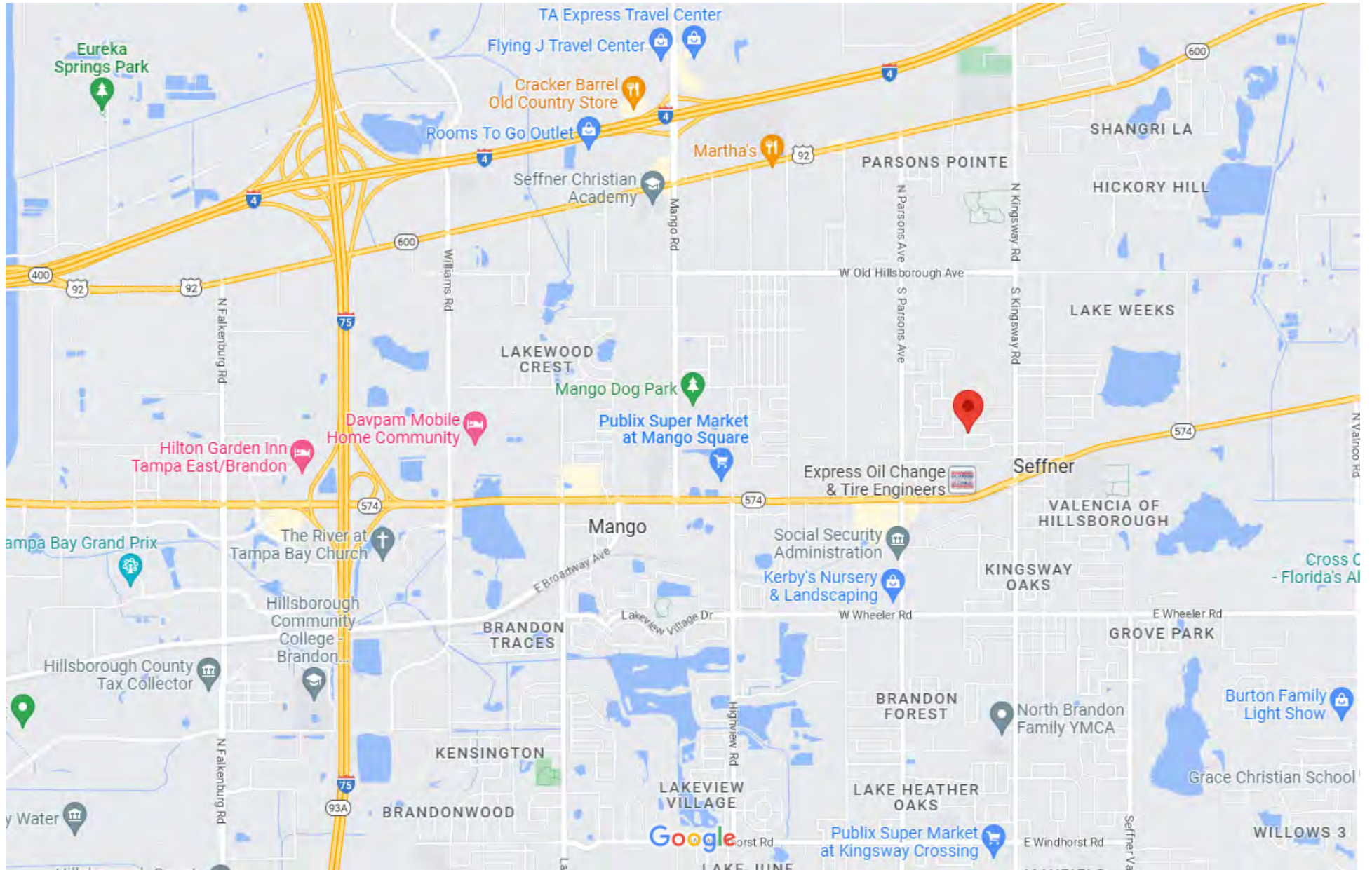
An aerial photograph of a residential neighborhood. A red rectangle highlights a specific property in the upper-middle section, which includes a house with a grey roof, a white garage, and a blue swimming pool. A yellow highlight is applied to a road that curves through the neighborhood, with the text 'EUCLID LOOP' written in black on the road surface. The surrounding area is filled with green trees, lawns, and other houses with grey roofs. A white car is visible on the road in the lower-left quadrant.

Google Maps 123 Euclid Loop



Map data ©2023 Google 200 ft

Google Maps 123 Euclid Loop



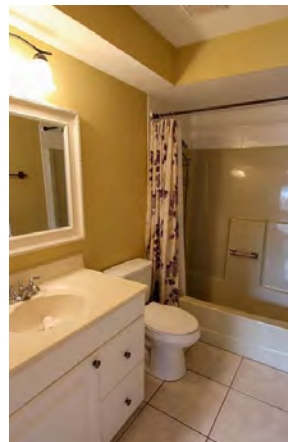
Map data ©2023 Google 2000 ft

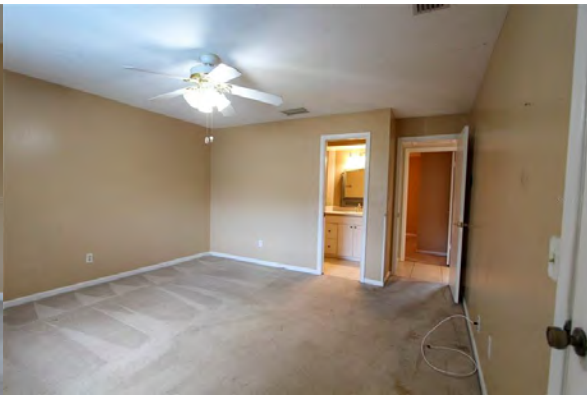


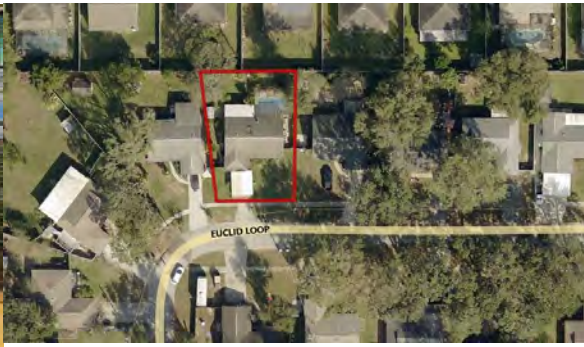
Angela Poole
HIGGENBOTHAM AUCTIONEERS
angie@higgenbotham.com
Office Fax: 863-644-6681
Cell: 863-944-1976

ML #: L4935776 **Opening Bid:** \$125,000
Address: 123 EUCLID LOOP, SEFFNER, FL 33584









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Accessibility Issues?

We want this website to be accessible to everyone. If you experience any accessibility problems using the website, please contact our ADA support hotline at **844-209-0134** to report the issue and for assistance getting the information you need.

Angela Poole | HIGGENBOTHAM AUCTIONEERS | angie@higgenbotham.com

Seller's Property Disclosure - Residential



Notice to Licensee: The Seller should fill out this form.

Notice to Seller: Florida law¹ requires a seller of a home to disclose to the buyer all known facts that materially affect the value of the property being sold and that are not readily observable or known by the buyer. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 10 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by Seller and not by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon Seller's actual knowledge of the Property's condition. Sellers can disclose only what they actually know. Seller may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: 123 Euclid Loop
Seffner FL 33584 (the "Property")

The Property is Downer occupied Tenant occupied Unoccupied (If unoccupied, how long has it been since Seller occupied the Property? ---'1=2 /1 5 /2=0=2=2 ----- 12/15/2022)

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
1. Structures; Systems; Appliances:			
(a) Are the structures, including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is seawall, if any, and dockage, if any, structurally sound?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Are any of the appliances leased? If yes, which ones: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 1(a) - 1(c) is no, please explain: _____			
2. Termites; Other Wood-Destroying Organisms; Pests:			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding:			
(a) Has past or present water intrusion affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Have past or present drainage or flooding problems affected the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Is any of the Property located in a special flood hazard area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any of the Property located seaward of the coastal construction control line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Does your lender require flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Do you have an elevation certificate? If yes, please attach a copy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

¹ Johnson v Davis, 480 So.2d 625 (Fla. 1985).

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
4. Plumbing:			
(a) What is your drinking water source? <input type="checkbox"/> public <input type="checkbox"/> private Dwell <input type="checkbox"/> other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do you have a water treatment system? If yes, is it <input type="checkbox"/> Downed <input type="checkbox"/> leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Do you have a <input type="checkbox"/> sewer or septic system? If septic system, describe the location of each system: _____			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Have there been any plumbing leaks since you have owned the Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Are any polybutylene pipes on the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) If any answer to questions 4(b), 4(c), and 4(e) - 4(g) is yes, please explain: ___			
<hr/>			
5. Pools; Hot Tubs; Spas:			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): <input type="checkbox"/> enclosure that meets the pool barrier requirements <input type="checkbox"/> approved safety pool cover <input type="checkbox"/> required door and window exit alarms <input type="checkbox"/> required door locks <input checked="" type="checkbox"/> none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<hr/>			
6. Sinkholes:			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Has any insurance claim for sinkhole damage been made?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) If any insurance claim for sinkhole damage was made, was the claim paid?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) If any insurance claim for sinkhole damage was paid, were all the proceeds used to repair the damage?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) If any answer to questions 6(a) - 6(c) is yes or the answer to question 6(d) is no, please explain: _____			
<hr/>			
7. Deed/Homeowners' Association Restrictions; Boundaries; Access Roads:			
(a) Are there any deed or homeowners' restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any proposed changes to any of the restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Are there any resale or leasing restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is membership mandatory in a homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are fees charged by the homeowners' association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are any driveways, walls, fences, or other features shared with adjoining landowners?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Are there boundary line disputes or easements affecting the Property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) Are access roads <input type="checkbox"/> private <input type="checkbox"/> public? If private, describe the terms and conditions of the maintenance agreement: _____			
(j) If any answer to questions 7(a)- 7(h) is yes, please explain: _____			

- | | <u>Yes</u> | <u>No</u> | <u>Don't Know</u> |
|--|--------------------------|-------------------------------------|--------------------------|
| 8. Environmental: | | | |
| (a) Was the Property built before 1978?
If yes, please see Lead-Based Paint Disclosure. | D | <input checked="" type="checkbox"/> | D |
| (b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property? | <input type="checkbox"/> | D | <input type="checkbox"/> |
| (e) If any answer to questions 8(b) - 8(d) is yes, please explain: _____ | | | |

- | | | | |
|--|---|-------------------------------------|--------------------------|
| 9. Governmental: | | | |
| (a) Are there any zoning violations or nonconforming uses? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (b) Are there any zoning restrictions affecting additions, improvements, or replacement of the Property? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Do any zoning, land use, or administrative regulations conflict with the existing or intended use of the Property? | D | <input type="checkbox"/> | <input type="checkbox"/> |
| (d) Do any restrictions, other than association and flood area requirements, affect improvements or replacement of the Property? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (e) Are any improvements, including additions, located below the base flood elevation? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (f) Have any improvements been constructed in violation of applicable local flood guidelines? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (g) Have any improvements or additions to the Property, whether by you or by others, been constructed in violation of building codes or without necessary permits? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (h) Are there any active permits on the Property that have not been closed by a final inspection? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (i) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental, and safety codes, restrictions, or requirements? | D | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (j) If any answer to questions 9(a) - 9(i) is yes, please explain: _____ | | | |

10. D (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Virginia Lamy / Virginia Lamy Date: February 28, 2023
(signature) (print)

Seller: Andre Lamy / Andre Lamy Date: February 28, 2023
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Seller's Update

Instructions to Seller: If the information set forth in this disclosure statement becomes inaccurate or incorrect, you must promptly notify **Buyer**. Please review the questions and your answers. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of date signed below.

Seller has no knowledge of the "unremediated settlement" that was mentioned in the 2019 MLS Listing. There have been no issues since they have purchased the property.

When the vinyl pool liner was replaced, there were no signs of settlement issues.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller.

Seller: Virginia Lamy / Virginia Lamy
(signature) (print)

Date: February 28, 2023

Seller: Andre Lamy / Andre Lamy
(signature) (print)

Date: February 28, 2023

Buyer acknowledges that Buyer has read, understands, and has received a copy of this revised disclosure statement.

Buyer: _____ / _____
(signature) (print)

Date: _____

Buyer: _____ / _____
(signature) (print)

Date: _____

Buyer I ___) L ___ J and Seller ~~VL~~ AL acknowledge receipt of a copy of this page, which is Page 4 of 4.

SPOR-1

Serial#: 046306 0137-8517497

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www.flsrb.com



Property Address: 123 Euclid Loop, Seffner, FL 33584

Foundation Type: Slab

Age of Roof: Unk	Age of Air Conditioner: 7 yrs?	-
Age of Water Heater: Unkw	Age of Refrigerator: 5 years	-
Age of Stove: 2020	Age of Dishwasher: Unk	-
Washer/Dryer Included?: Yes	Age of Washer/Dryer: Unk	-
Public Sewer or Septic Tank: Sewer	Date Septic Pumped: unk	-
Public Water or Well: Water	Age of Well Pump/Depth: N/A	-

Water/Sewer Provider (if not well/septic): public

Electric Provider: TECO

Cable/Internet Provider: Spectrum

Gas Provider: N/A

Gas Uses: -----

Do you have a copy of a survey: No

Copy of Title Policy: No

HOA?: NO

Contact Name: -----

HOA Phone/Email: N/A

HOA Website: N/A

Do you have a copy of the HOA Bylaws & Restrictions: N/A

Tell me what you love about your home & any updates you have done: -----

Very comfortable and low maintenance home. Conveinnent location in a growing location.

Very kind and caring neighbors

Newly placed pool liner and pool heater -about 1.5 years ago.

Added 2 car carport, 2.5 years old.

Added portable electric fireplace. Can be removed if desired to be used as wood burning

Double pane replaced in the whole house with the exception of the Florida room.



- 6) **Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto) (none attached). If not understood, seek competent advice prior to signing.
- 7) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by proration. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. **Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.**
- 8) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.
- 9) **Inspection:** Upon the signing of this Contract, Buyer affirms that Buyer has personally inspected this property, or it has been inspected by its representative with power to act in Buyer's behalf. Buyer specifically warrants that it has performed all necessary due diligence in the inspection of the subject property and any improvements thereon including, if desired, wood destroying organisms, environmental assessments, boundary surveys, and governmental regulation inquiry. Buyer affirms that it has not relied upon any statement or representation by Agent or Seller as any inducement to purchase the subject property.
- 10) **Assignment:** This Contract may be assigned; however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.
- 11) **Default/Litigation:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In any litigation brought to enforce any of the terms of this Contract, the successful party shall be entitled to recover, in addition to all other damages, his attorney's fees and court costs incurred in said litigation.
- 12) **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If Buyer fails to perform this Contract within the time herein specified, time being of the essence of this agreement, the deposit made by Buyer shall be forfeited, and the amount of such deposit shall be divided equally between Agent and Seller provided, however, that the amount received or retained by Agent shall not exceed the full amount of said commission, any excess to be paid Seller. If the transaction shall not be closed because of refusal of Seller to perform, then Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute a deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.
- 13) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.
- 14) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the

improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

15) **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.

16) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

18) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

19) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing or the ability of Buyer to obtain hazard insurance coverage for the property.

20) **Special Agreement(s):** _____

By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., ("Agent") is acting as agent for the Seller.

Accepted this _____ day of _____, 20__ 23 _____.

Buyer(s)

Seller(s)

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Higgenbotham Auctioneers International, Ltd., Inc.,
Licensed Real Estate Broker

BY: _____