

SCHEDULE "B"
CONDITIONS OF SALE AND RULES OF AUCTION
REAL ESTATE AUCTION
Sold to the last and Highest Bidder Regardless of Price
ONLINE WITH LIVE CLOSE - 2PM ON SITE

These conditions and rules supersede any prior or printed statements and will be attached to and become a part of the Auctioneer's/Sellers Contract of Sale.

AUCTION RULES

1. The live bidding will begin promptly at 2pm. Registration will begin at 1pm (for onsite bidding). We suggest that you arrive early in order to register and ask any final questions.

2. All bidders must register with clerk before bidding. NOTE: Method of Payment must be disclosed to clerk. You must display a certified cashier check or money order. All Certified checks are to be made payable to yourself. Any and all other arrangements must be approved by auctioneer.

3. All bidding is open and public. You'll need to raise your hand or shout out your bid as the auctioneer calls for bids. It's easy. Don't be bashful. Watch the auctioneer and his assistants in the audience. **This is a ONE DAY ONLY OPPORTUNITY. THE PROPERTY WILL BE SOLD TO THE LAST AND HIGHEST BIDDER REGARDLESS OF PRICE**

4. Bidding for the property may take a little time. Immediately following the bidding, the last and highest bidder/bidders will step up to the contract signing table, deposit the non-refundable earnest deposit, and sign the real estate contract and all other documents. (The successful high bidder/bidders will be required to deposit their cashier's check, tender a personal check for \$15,000 (Fifteen Thousand Dollars) and sign the real estate sales contract immediately upon winning the last and highest bid, based on the announcement of Auctioneer.) Online Bidding: Non-Refundable \$15,000 deposit to be wired to Chris Pracht Auctioneers, R&A, Escrow Account with 24 Hours along with all auction documents. Online bidders MUST be able to be contacted via telephone both during and after the auction.

5. The auctioneer reserves the right to offer this property in any manner he sees fit. All decisions of the auctioneer shall be final concerning matters such as increments of bidding, disputes among bidders, grouping of tracts, division of property, priorities of bidders and any other matters that may arise during the sale.

6. The auctioneer, J. Chris Pracht, SC # 156, NCAL # 2786 will be the sole "Judge and Jury" at this auction. He will run this auction. Auctioneer reserves the right to announce additional terms of the auction or to change or modify particular terms of the Sale by oral announcement prior to or during the course of the Auction. The Auctioneer reserves the right to expel anyone from the Auction if they in any way disrupt or attempt to disrupt the Auction.

7. **A Buyer's Premium will be used at this auction. The Contract to Purchase shall provide that the purchaser pay a premium equal to 10% of the high bid price. This amount is added to the high bid amount and the sum inserted in the Contract of Sale as the total purchase price.**

8. TERMS: \$15,000 (Fifteen Thousand Dollars) down payment of the total contract price today, the balance in full is due by certified funds on closing on or before Friday August 14th, 2020. TIME IS OF THE ESSENCE. In the event of default by Buyer, Auctioneer/Seller shall retain deposits entirely as part of the damages. This does not preclude Seller from suing for specific performance or any other lawful rights. Seller/Auctioneer may elect to extend the date of closing on a case by case basis at Seller/Auctioneer's sole option.

9. The property is selling in "AS IS, WHERE IS" condition with no warranties expressed or implied and in its existing state and condition. All information was taken from information provided and is believed to be correct but is not warranted or guaranteed. Purchaser agrees that Purchaser is not relying on any warranty of representation of the Auctioneer, Chris Pracht, or any agent and that the Purchaser is buying the property in "AS IS, WHERE IS" condition. All announcements from the block take precedence over any printed or advertised materials.

10. In the unlikely event curative work in connection with the title is required, Purchaser and Seller agree to and do extend time for closing to a date no more than fifteen (15) days following completion of necessary curative work but in no event shall such extension exceed Ninety (90) days from original closing deadline. If title is not insurable at expiration of said period, Purchaser shall have the option of (1) accepting the title as is, or (2) demanding a refund of the deposit and this Contract shall be null and void.

11. Refrigerator, dishwasher, stove washer and dryer are being sold with the house along with anything announced. All other personal property will be offered separately.

CLOSING INFORMATION

Closing on or before Friday August 14th, 2020. "TIME IS OF THE ESSENCE" at the Law Office of Dusenbury & Clarkson, PA; Attorney Jay Dusenbury; Paralegal - Debbie; Address: 602 27th Ave. N Myrtle Beach, SC 29577; Telephone: 843-448-7137; Email: debbie.dusenburyclarkson@gmail.com

I have read and agree to comply with the above:

BUYER/PURCHASER:

BUYER/PURCHASER: