

GENERAL TERMS OF SALE: All sales are subject to confirmation by the Circuit Court of the County of Caroline. All properties are conveyed by Special Warranty Deed, subject to any easements, covenants, or conditions of record, and any rights of persons in possession. Properties are offered for sale as-is, where is, without any representations or warranties, either expressed or implied. Access to a public road is not guaranteed. Properties are sold in gross and not by the acre. The highest bidder will be responsible for taxes beginning February 1, 2021 going forward.

The information shown, including any maps, is derived from public records that are constantly undergoing change and do not replace a site survey or inspection. There is no warranty as to the accuracy of the visual maps, nor is the information contained therein a legal representation of any of the features of the property which it depicts. Persons are encouraged to make a visual inspection of the property within the limits of the law and to obtain an independent title search prior to bidding on any of the properties. Bidders are strongly encouraged to make their own inspection to determine the suitability of the property and it is assumed that all bidders will perform due diligence **prior to** the day of the auction. Any costs incurred by the bidder to inspect the property are at the expense of the bidder and are non-refundable.

There will be a 10% buyer's premium added to the final bid to determine the "total sales price". Please consider the buyer's premium when placing your bids. The highest bidder shall deposit 10% of the total sales price, by either cash or good check, which sum shall be credited toward the purchase price at closing. The balance of the purchase price, in cash or certified funds, shall be deposited with Atlantic Union Bank, General Receiver, within 15 days of Court confirmation. TIME IS OF THE ESSENCE. Recording costs for deed recordation will be the responsibility of the successful bidder and will be due with the balance of the purchase price within fifteen (15) days of confirmation of sale by the Court.

Terms applicable to In-Person Bidders ONLY: The highest bidder shall make payment of the deposit on the day of the auction. All payments must be made in the form of cash or good check.

Terms applicable to Online Bidders ONLY: All interested parties must register and be approved by the Auction Firm. Registration and bidding are free of charge and are done through the Auction Firm's website at Bid.ForSaleAtAuction.Biz. If any interested bidders are unable to attend the in-

person auction, yet wish to bid on a property, but do not have access to the internet, please contact Andy Austin, Auction Coordinator, at (434) 294-6093 for assistance. The highest bidder will receive their purchase contract and balance due via email by the close of the business following the auction. The contract shall immediately be executed and returned to Sands Anderson. The deposit must be received **in full** within five (5) business days following the auction closing (no later than **December 28, 2020 at 5:00 pm, EST**). **TIME IS OF THE ESSENCE**. All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. The Special Commissioner's office will provide instructions on how to tender your deposit. Wire transfer instructions will be provided to the highest bidder upon request.

GENERAL TERMS OF SALE: The sale of property to the highest bidder is not contingent upon obtaining financing. Financing, if needed, is the sole responsibility of the high bidder. By bidding, parties are entering into a legally binding contract, waive all rescission rights, and understand that their bid is immediately binding, irrevocable, and enforceable. Additionally, by bidding, parties are representing that they have read, and agree to be bound by, all terms and conditions for this sale. Failure to complete the property purchase will result in forfeiture of any funds paid and may subject the highest bidder to additional damages, which may include all expenses of sale, and any deficit upon resale.