

The property is offered for sale at public auction with internet and phone APP bidding available and participating. The public auction will begin Saturday November 6 at 10 AM CST . Pre-bidding will begin at the time of posting on the internet. Please read and review terms and conditions along with the real estate auction sales contract thoroughly before bidding.

The Property: 2 tracts of land being 18.86 acres and 18.87 acres Located in the SW 1/4 of Section 8 of Township 2 South, Range 8 West in DeSoto County MS - **See terms of Auction concerning the sale of equipment on bottom of page 2**

Registration: You must fill out a bidders registration form and obtain a bidders number in order to bid. By filling out the registration card or bidders form you are agreeing to the terms of the auction and the sales contract and will be bound by both. Auctioneer will receive and accept bids from any competent adult who has properly registered and complies with the auction terms. Auctioneer may refuse a bid that is but a trifling advance over the prior bid or which contains conditions not acceptable to the auctioneer or sellers. No one can bid on behalf of another person unless approved by the auction company.

Contingencies: There will be no buyer contingencies attached to or included in the sale of this property, such as but not limited to Bank Financing or your ability to obtain or secure bank financing. There will be no inspection contingencies.

Agency: Pioneer Auction & Realty llc is acting for the seller as broker and auctioneer. Should prospective buy wish to have Pioneer Auction & Realty LLC represent them in this transaction, they will need to fill out a Working with a Real Estate Broker Form. A copy of this form will be given to you at our first meeting or is available online on our website.

Due Diligence : Bidders must do due diligence on their own behalf to protect their own interest. Information given is believed to be correct but is not guaranteed. Property will be offered and conveyed in "as-is, where-is condition" with any and all faults. Neither the Seller or Pioneer Auction & Realty llc has or will make any warranties or representation of any kind or character, expressed or implied, with respect to the property including, without limitation, any warranty or representations to the habitability, size, age, design, quality, condition, environmental status, pollutants, contaminants, or hazardous waste on the property, matters of survey or fitness for any specific purpose, all of which are expressly disclaimed. Buyer is buying property subject to the presence of exterior insulated finish systems, previous flooding, effect of or location within Mississippi State Tidelands or Federal Wetlands, or FEMA Flood Zone, EPA standards and regulations, the presence of expansive soils, and also any leases, covenants, and all regulations that may be found in public record or copy given at auction, whether it being city, state or government regulations, inspections, easements, or otherwise. The Buyer must conducted inspections of the property as it deemed necessary and/or appropriate and shall rely upon the same. Buyers and sellers shall hold harmless Pioneer Auction & Realty llc, its employees and family from any disputes, litigation of matters pertaining to this property. The seller shall have no obligation to make repairs or replacements noted in any inspections made by or for the purchaser.

Deposit: Buyer shall immediately following the auction, pay Pioneer Auction & Realty LLC a deposit of 10% and sign the real estate auction sale contract. Closing of property will take place within 45 days of auction. If for any reason the buyer does not close on the property within the time specified (45days) then your bid deposit will be forfeited.

Buyers Premium : a 10% buyers premium will apply to the successful bid to determine the final contract sales price.

Example: \$1,000. Bid price + 10 % buyers premium of \$1,00= Total contract sales price \$1,100.

Title to Property: Buyers will be buying property with a merchantable title, free and clear of all liens. The real estate taxes will be current and prorated between buyer and seller as of the actual delivery of the deed.

Seller Closing Costs: Seller will be responsible for the cost of writing of the Warranty Deed, attorneys fees associated with the closing of the property.

Buyer Closing Costs: Buyer will be responsible for title examination, title opinion and title insurance if they elect to have this done. Buyer will be responsible for any loan documentation fees, inspection fees, appraisals, recording costs or any fees that are outside of the sellers expenses.

Possession: You will be given possession of property at closing. **No Exceptions.**

Survey: Survey has been completed and a copy of said survey is posted online.

Order of Sale:

All land will be offered by the acre. The final purchase price shall be determined by multiplying the contract price per acre by the number of surveyed acres. The online bidding is a timed event and all bidding will begin to close shortly after the specified auction date and time. Any bid(s) placed within the last 2 minutes of auction ending will automatically extend the auction by another 2 minutes until there are no more bids within a 2 minute time frame.

(Refresh your browser occasionally to ensure the latest bid information is available)

Miscellaneous: The terms of the auction and auction contract shall bind bidders and sellers, their agents, assigns, family, beneficiaries, brokers, directors, heirs, officers, representatives, shareholders and successors in interest.

Disclaimer: All information contained herein is believed to be correct to the best of the auctioneers knowledge. Buyers are not relying on any information given by broker or brokers employees, agents or family as to the condition or merchantability of the property and buyer must do due diligence in their decision to purchase the property. Bidders will be participating in the auction at their sole risk. Pioneer Auction & Realty llc, its employees, family or the owners of the property are not responsible for accidents or injury of any kind. Neither Seller or Pioneer Auction & Realty llc make or have made any warranties or representations as to the status of any gas, mineral or oil rights pertaining to the property. The seller(s) agree to convey any interest they may have in such rights.

The plats, maps drawings, sketches, aerial maps etc. given to you or observed by you on the internet or printed material are used as a guide and illustration purposes only. Pioneer Auction & Realty LLC is not responsible for misprinted material or information contained in said printed material.

Risk of Loss: Any risk of loss by fire or property damage is the responsibility of the seller until title is conveyed.

All final bids must be approved by the sellers before property will be declared sold. Said approval will be declared immediately following the conclusion of auction.

Internet Bidders or Phone App Bidder Instructions.

The terms of auction previously stated will be included with the sale of the property to internet bidders. Internet Bidders will be participating in this auction through the Internet or Phone APP Bidding Platform and will be bound by the terms of auction located on Pioneer Auction & Realty LLC Website. By bidding online you will be entering into a contract agreement. This will not be a timed auction. Internet bidders will follow all guidelines listed in the terms and conditions. Should an internet bidder be the successful highest bidder you will be required to sign an Auction Contract within 4 hours of the close of auction and deposit with auction company the required 10% deposit within 24 hours of auction ending. Wiring instructions for said deposit will be emailed to you. By bidding on the property(s) or placing a bid you are confirming you have inspected the property and are agreeing to the terms of auction and sales contract and will comply to the terms of auction. Internet bidders must pre register online with instructions given on website or app. Internet bidders must submit a credit card number for a bid deposit of \$10.00 which will be returned at auction end. This deposit is not considered the buyers premium or contract deposit. All bidding will not include the buyers premium. The buyers premium will be added and calculated into the Real Estate Auction Sales Contract and calculated into the final sales price.

Disclosure to Internet Bidders. Pioneer Auction & Realty LLC, Their Employees, The Owner(s) of the property being sold do not guarantee the online bidding platform or bidding application will work properly on the day of auction and will not be held liable for any claim or loss should failure of online bidding platform, loss of internet signal, missed or slow bids occur.

Note this is a timed auction and all bids and bidding may cease at any moment and a high bidder declared.

ALL BIDDERS ARE AGREEING TO THE TERMS OF AUCTION AND REAL ESTATE AUCTION SALES CONTRACT BEFORE BIDDING

ANNOUNCEMENTS MADE DAY OF AUCTION SHALL SUPERCEDE ALL OTHER INFORMATION WHETHER IN PRINT, VERBAL OR ON THE INTERNET

The sale of the Equipment will be bid through the Pioneer Auction & Realty LLC bidding app. Five Star Auctions will be handling the invoices of the sale of the equipment and the check will be made out to five Star Auctions. Backhoe is selling in as-is where is condition. A 10% buyers premium and Mississippi sales tax will apply to the highest acceptable bid. Payment in full the day of auction.

We do not accept credit cards for any type of payment.

We at Pioneer Auction & Realty want to welcome you to our auction and wish you good luck on your bidding.

Kevin Glidewell Broker/ Owner/Auctioneer MS Lic # 130 , B11011

PIONEER AUCTION & REALTY LLC
P.O. BOX 421, 10723 HWY 4 W.
SENATOBIA, MS 38668
662-562-6767

KEVIN GLIDEWELL
BROKER-AUCTIONEER
LIC. # 130, # B11011

REAL ESTATE AUCTION SALES CONTRACT AND AGREEMENT

The Seller agrees to sell, and the Buyer agrees to purchase the property on the terms and conditions listed on the terms and conditions document(s) and as follows:

Property Description: Tract(s) _____ of the Property sold at Public Auction on November 6, 2021 at approx. 10 AM
Property: 2 Tracts (offered individually) of Land being 18.86 acres and 18.87 acres Located in the SW ¼ of Section 8 in Township 2 South, Range 8 West in DeSoto County MS.

Bid Amount _____ +/- Acres at \$ _____ per acre = \$ _____

Buyers Premium (10%) _____ +/- Acres at \$ _____ per acre = \$ _____

Total Purchase Price _____ +/- Acres at \$ _____ per acre = \$ _____

A non-refundable deposit of \$ _____, paid to Pioneer Auction & Realty llc by the Buyer and held by Pioneer Auction & Realty LLC. This deposit is considered the buyers premium and is paid by the buyer.

1. Closing of property shall be within 45 days in Certified Funds. Conveyance shall be made by Warranty Deed, conveying Merchantable Title, subject to all Government Regulations, Recorded Restrictions, Easements, Zoning Regulations, Leases and Covenants.
Real Estate Taxes will be prorated between Buyer and Seller as of the date of Closing.
Any prior unpaid taxes shall be paid by the Seller.
The Seller shall pay for the cost of writing the Warranty Deed and Attorneys fees associated with closing of the Property. The risk of loss by fire or other casualty shall be on the Seller until title is conveyed to the Buyer.
2. The Buyer will be responsible for Title Examination, Title Opinion, or Title Insurance if they elect to have this done by the Closing Attorney. The Buyer shall also be required to pay recording fees, document preparation fees and loan document fees associated with the closing of the property.
3. Should Title Examination reveal defects, Seller shall cure the same within sixty days of written notice, and the contract shall be extended. If the title cannot be made good within a reasonable time allowed, then the deposit shall be returned to Buyer by the Seller and the contract shall be null and void.
5. If the contract is breached by the Seller, the Buyer shall have the right to enforce specific performance and recover full damages for its breach. In this event, the deposit shall be returned to the Buyer, and the Seller shall pay Pioneer Auction & Realty LLC, the buyer's premium. If the contract is breached by the Buyer, the Seller shall have the right to enforce specific performance and recover full damages for its breach. If it becomes necessary to compel the performance of conditions of this contract, or for either party or Broker to initiate litigation, then the losing party agrees to pay attorneys fees and court costs to the other party or the broker incurred as a result thereof. The parties recognize the broker reserves the right to an independent action for the breach of contract by Buyer or Seller.
6. The property is being conveyed and accepted in "as-is where-is" condition with all faults. Neither the Seller or Pioneer Auction & Realty LLC has or will make any warranties or representation of any kind or character, expressed or implied, with respect to the property including, without limitation, any warranty or representations to the habitability, size, age, design, quality, condition, environmental status, matters of survey or fitness for any specific purpose, all of which are expressly disclaimed. Buyer is buying property subject to the presence of exterior insulated finish systems, previous flooding, effect of or location within Mississippi State Tidelands or Federal Wetlands, or FEMA Flood Zone, EPA standards and regulations, the presence of expansive soils, asbestos, lead based paint and also any leases, covenants and all regulations that may be found in public record, whether it being city, state or government regulations, inspections, easements, or otherwise. The Buyer agrees that they have conducted inspections of the property as it deemed necessary and/or appropriate and shall rely upon the same. Seller shall transfer all mineral, oil or gas rights they own at the time of conveyance.
7. This contract incorporates all prior agreements between the parties, if any, and contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors, partners, board members, officers, directors, heirs, representatives, shareholders, successors and assigns of the respected parties.

When used, the singular includes the plural and the masculine includes the feminine as the context may require.

Buyers are not relying on any information given by broker or brokers employees, agents or family as to the condition or merchantability of the property and said buyer has done due diligence in their decision to purchase the property.

8. If property has a structure built before 1978 it is agreed that buyers are buying subject to possible lead-based paint and are waiving their right for inspections and any risk assessment in favor of the Seller. Buyer will be buying property with the understanding and acknowledgement of any possible lead-based paint hazard presence.

THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS CONTRACT. AS PREVIOUSLY STATED THE BUYERS PREMIUM OF \$ _____ IS NON-REFUNDABLE.

Seller(s):

_____ Date 11/6/2021

_____ Date 11/6/2021

_____ Date 11/6/2021

Address: _____

Daytime Phone _____ Cell Phone _____

E-Mail _____ Fax _____

Buyer(s):

_____ Date 11/6/2021

_____ Date 11/6/2021

Address: _____

Daytime Phone _____ Cell Phone _____

E-Mail _____ Fax _____

Title to be conveyed to: _____

Receipt of deposit is hereby acknowledged by Pioneer Auction & Realty llc

_____ Date 11/6/2021

Fogg Rd.

Tract 1 - 18.87 ac.

Tract 2 - 18.86 ac.

FOGG RD



