

Property: 157 +/- Ac. Offered in 4 parcels located in Sections 16,17 and 20 of Township 14 South, Range 1 East Calhoun Co. MS
See plat for tract numbers and approximate sizes.

The property is offered for sale at public auction by public outcry with internet and phone APP bidding available and participating. The public auction will begin Saturday, January 7, 2023 at approx. 1 PM CST . Internet bidding will be available and bidding will start December 1, 2022

Please read and review terms and conditions along with the real estate auction sales contract thoroughly before bidding.

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. Auctioneer reserves the right to expel a bidder or refuse registration to any person who is disruptive, non compliant, or has previously caused problems for the auctioneer or seller. 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: See attached Working with a Real Estate Broker Form and Dual Agency Form. We will be using these forms.

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 conduct 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. Should there be an unexpected delay of closing (excessive rain hindering the completion of survey or title discrepancies) then the closing will be delayed until said issues are solved. If for any reason the buyer does not close on the property within the time specified (45 days) contingent upon completion of survey and title commitment 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 \$100 = 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 and a survey if one has not been completed before the beginning of the auction.

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: The cost of Survey will be the responsibility of the Seller. Should surveyed ac. differ from advertised or contract acres it is agreed by all parties that the contract sales price will increase or decrease according to actual surveyed acres.

Order of Sale:

Tracts 1,2, 3 and 4 will be offered by the Acre and bid price times the amount of acres in that tract, unless otherwise noted. Land offered in Tracts will have High Bidders Choice of Tracts, Combinations of Tracts or the Property in its Entirety. If the first Highest Bidder does not take the property in its entirety then the remaining tracts will be offered. This process will continue until all tracts have bids. The final purchase price shall be determined by multiplying the contract price per acre by the number of surveyed acres. The Auctioneer reserves the right to group or ungroup individual tracts, determine bid increments and determine the buyer. The starting bid for any combinations of tracts will be the total of the interim high bids of the individual tracts plus (5%).

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 and inspecting the property at their sole risk. Pioneer Auction & Realty llc, its employees or family 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.

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 Website. You will be bidding during a live auction against a live audience and other internet bidders. 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 48 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 \$100.00 which will be returned at auction end. This deposit is not considered the buyers premium or contract deposit. All bidding whether online or live 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 not a timed auction and all bids and bidding may cease at any moment and a high bidder declared.

Notice to All bidders Auctioneer reserves the right to combine tracts, reopen bidding on individual or combined tracts or reject any or all bids on individual or combined tracts as he sees necessary to conduct or conclude the auction.

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

By inspecting property , attending auction or entering property at any time You will be entering at your own risk. Pioneer Auction & Realty LLC, their employees, the Sellers or families are not responsible for accidents or injury of any kind.

We at Pioneer Auction & Realty LLC want to welcome you to our auction and wish you good luck on your bidding. We are a Family Owned and Operated Business for over 30 Years.

Kevin Glidewell

Broker/ Owner/Auctioneer MS Lic # 130 , B11011

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