

Online Only  
Real Estate Auction  
Contract Package



1048 Corley Mill Road, Lexington, South Carolina  
Lexington County

Bidding Ends: Tuesday November 9, 2010 @ 1:00 PM

**BA** BURNS &  
& T ASSOCIATES  
REALTORS® AUCTIONEERS

Thank you for participating in this online auction event.

Post Office Box 1054  
Swansea, SC 29160-1054

Phone: (803) 568-5226  
E-mail address: mail@JoeBurns.com



**Thank you for participating in this online auction event.**

**You will need to register in order to participate in this online auction. Upon completion of your registration, a bidder number will be emailed to your attention. If you do not have a credit card, please contact our office early during the auction event to discuss alternate arrangements.**

**You must participate in order to become a winning bidder. The process is as simply as 1-2-3.**

- 1. View the online photos, then download and review the contract package.**
- 2. Visit the property during the inspection time.**
- 3. Bid now!**

**If you have questions, please contact us at [mail@joeburns.com](mailto:mail@joeburns.com) or call 1-877-568-5226.**

Company. *As a disclosed dual agent, the Company and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell.* Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the Company's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to designate a representative for you and one for the other client in a designated agency.

Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### What to Look For in Any Agreement

When you choose client-level service, your written Agency Agreement or your agent should answer these questions:

- Can I work with other Companies during the time of the Agreement?
- What will happen if I buy or sell on my own without the agent?
- When will this agreement expire?
- How will the Company be paid for its services?

- Does this Company represent both buyers and sellers as clients?
- If so, what are the choices if two clients become involved in one transaction?
- What duties will the Company continue to provide me after the transaction is completed?

If you plan to become a client of a Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. **Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.**

### It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

The choice of services belongs to you—the South Carolina real estate consumer.

**This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.**

# Agency Disclosure Brochure

## Agency Relationships in Real Estate



South Carolina Department of  
Labor, Licensing and  
Regulation

### South Carolina Real Estate Commission

PO Box 11847

Synergy Business Park, Kingstree Building  
110 Centerview Dr., Suite 201  
Columbia, SC 29210

**Telephone:** (803) 896-4400

**Fax:** (803) 896-4404

[www.llr.state.sc.us/Pol/RealEstateCommission](http://www.llr.state.sc.us/Pol/RealEstateCommission)

(Rev. 11/04)

## Agency Relationships in South Carolina

The SC Real Estate License Law, in Section 40-57-139 (A) (1) and (2), requires a real estate licensee to provide you this brochure and a meaningful explanation of agency relationships offered by the licensee's Company. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate Company. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the Company and not with the associated licensee.**

A real estate Company and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the Company. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**?

### Now You Are a Customer of the Company

South Carolina license law defines customers as buyers or sellers who choose NOT to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers:

- Present all offers in a timely manner
- Account for money or other property received on your behalf
- Provide an explanation of the scope of services to be provided
- Be fair and honest and provide accurate information
- Disclose "adverse material facts" about the property or the transaction which are within the licensee's knowledge.

*Unless or until you enter into a written agreement with the Company for agency representation, you are considered a "Customer" of the Company, and the Company will not act as your agent. As a Customer, you should not expect the Company or its licensees to promote your best interest, or to keep your bargaining information confidential.*

Customer service does not require a written agreement; therefore, you are not committed to the Company in any way.

### You Can Become a Client

Clients receive more services than customers. If client status is offered by the real estate Company, you can become a client by entering into a written agency agreement requiring the Company and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this brochure in a timely manner.

A seller becomes a client of a real estate company by signing a formal listing agreement with the Company. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the Company which becomes the agent for the seller.

A buyer becomes a client of a real estate Company by signing a formal buyer agency agreement with the Company. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the Company which becomes the agent for the buyer.

If you enter into a written agency agreement, as a Client, you can expect the real estate Company to provide the following client-level services:

- Obedience
- Loyalty
- Disclosure
- Confidentiality
- Accounting
- Reasonable care and skill

Client-level services also include advice, counsel and assistance in negotiations.

### Single Agency

When the Company represents only one client in the same transaction (the seller or the buyer), it is called single agency.

### Dual Agency

Dual Agency exists when the real estate Company has two clients in one transaction – a seller client and a buyer client.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to represent both you and the other client in a disclosed dual agency relationship.

### Disclosed Dual Agency

In a disclosed dual agency, the Company's representation duties are limited because a buyer and seller have recognized conflicts of interest. Both clients' interests are represented by the

## Terms & Conditions

Agency Disclosure: The auctioneer is an agent of the Seller in this transaction. The Purchaser acknowledges receipt of the appropriate Agency Disclosure Brochure as published by LLR South Carolina Real Estate Commission. The Purchaser is considered a Customer of the Auctioneer. The Auctioneer represents the Seller in this transaction.

Disclaimer: All properties are selling in their present "AS-IS" condition and accepted by the Purchaser(s) without any warranty expressed or implied by the Seller(s) & Auctioneer(s) as to the fitness, use or merchantability of the property, except those contained in the contract of sale. Information contained herein was obtained from sources deemed reliable. Although precaution has been take to ensure accuracy, neither the Seller(s), Auctioneer(s) nor their agents will be responsible for any errors or omissions herein. Bidders should carefully verify all information and make their own decision as to the accuracy thereof before submitting their bid.

Property Inspection: It is the responsibility of the prospective Purchaser(s) to have any and all inspections completed prior to the auction closing. Your complete inspection and the inspection of the property by your professionals prior to the auction are encouraged. Those inspecting the property assume all risks associated with any inspection of the property.

Property Address: 1048 Corley Mill Road

City: Lexington

County: Lexington

State: South Carolina

Tax Map: 003500-06-005

Zoning: ID- Intensive Development

Inspection Date: October 26, 2010 10:00 AM to 2:00 PM

Bidding Ends: November 9, 2010 at 1:00 PM Eastern Time

Buyers' Premium: 10% (ten percent)

Earnest Money Deposit: \$5000.00 (five thousand dollars)

Property Taxes: 2010 taxes were \$48.06 Per Tax Assessor

Rent: N/A

Home Owners Association Dues: N/A

Survey Fees: \$900.00

Termite Inspection: N/A

Closing Date: On or before December 9, 2010

Closing Attorney: Randy Davis

Davis, Frawley, Anderson, McCauley, Ayer, Fisher & Smith, LLC

140 East Main Street, Lexington, SC 29072

Phone: 803-359-2512

Fax: 803-359-7478

Registration: All bidders must register with the Auctioneer and obtain a bidding number. The Bidder acknowledges, by registering and bidding, that he/she has read with understanding and agrees to the terms of the auction, as well as the Contract Package. The Bidder agrees to sign the Contract of Sale and other related documents for this transaction, pay the required earnest money deposit, and close the transaction if he/she is determined to be the highest bidder.

Purchaser's Initials \_\_\_\_\_







## Contract of Sale

A contract to purchase is offered on this day, \_\_\_\_\_ by \_\_\_\_\_, hereafter called Purchaser to \_\_\_\_\_, hereafter called Seller.

Purchaser agrees to buy and Seller agrees to sell all that lot or parcel of land with the buildings and improvements thereon, if any, located in \_\_\_\_\_ County, \_\_\_\_\_ and being described as follows:

Tax Map # \_\_\_\_\_.

**Subject to the following terms and conditions, including terms and conditions attached hereto.**

Contract Sales Price: \_\_\_\_\_

\$ \_\_\_\_\_ Total Contract Sales Price

\$ \_\_\_\_\_ Earnest Money Deposit (applied to purchase price, non-refundable)

\$ \_\_\_\_\_ Additional Cash at Closing

It is understood that insurable title, except subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises, and all government statutes, ordinances, rules and regulations, is to be furnished. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

The deed will be prepared in the name of \_\_\_\_\_ and delivered to the offices of \_\_\_\_\_, or other stipulated place of closing, and the transaction closed on or before \_\_\_\_\_.

A proper Limited Warranty Deed, with all stamps affixed thereto, will be furnished by the Seller, with the cost of preparation and stamps to be paid by the Purchaser. Taxes, HOA fees, rents and other assessments shall be adjusted as of the date of closing. Tax pro-rations pursuant to this contract will be based on the tax information available on the date of closing and are to be prorated on that basis. Possession of the premises will be given to Purchaser at closing. The parties agree that this written Contract and the attached Terms and Conditions express the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder, and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors, and assigns forever.

Signatures below signify acceptance of all terms and conditions stated herein and attached hereto.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_

# Lexington County GIS Map



- Legend**
- Highlighted Feature
- Tax Map Grid
- Railroads
- Local Roads
- Collector Roads
- Arterial Roads
- Interstates
- Lake Murray
- Lake/River
- Tax Map Number
- Parcels
- County Outline
- Municipality
- Incorporated Area
- 2003 Aerials

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DISCLAIMER : Lexington County makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The reader should not rely on the data provided herein for any reason. Lexington County explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Bird's eye view of property:



Legal description of record:

All that certain piece, parcel or tract of land, with improvements thereon, containing six acres, more or less, situate, lying and being in Lexington Township, School District #1, Lexington County, South Carolina and being more clearly shown on that certain plat thereof by A.L. Lown, registered land surveyor, dated June 3, 1954 and recorded in the Office of the Register of Deeds in Plat Book 36-G at page 22, on February 12, 1955. Said plat by reference herein is made a part of this conveyance. Said property is bounded now or formerly on the North and Northeast by property now or formerly of John Kleckley; on the Southeast by Corley Mill Road; and on the Southwest by property formerly of Ernest Monts.

\*\* See plat dated October 7, 2010 for specific description.

\*\* Total acreage is 4.40 +/- acres.

I HAVE GRAPHICALLY DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY INSURANCE RATE MAP; AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN SPECIAL FLOOD HAZARD ZONE A,B, or V.

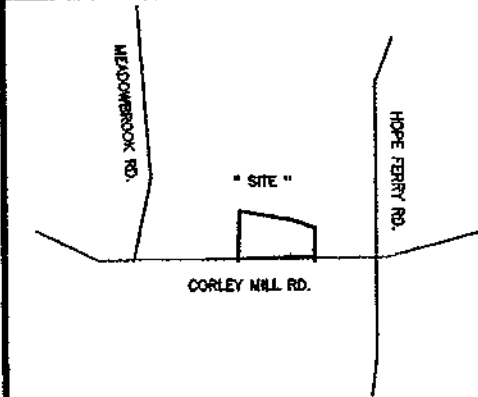
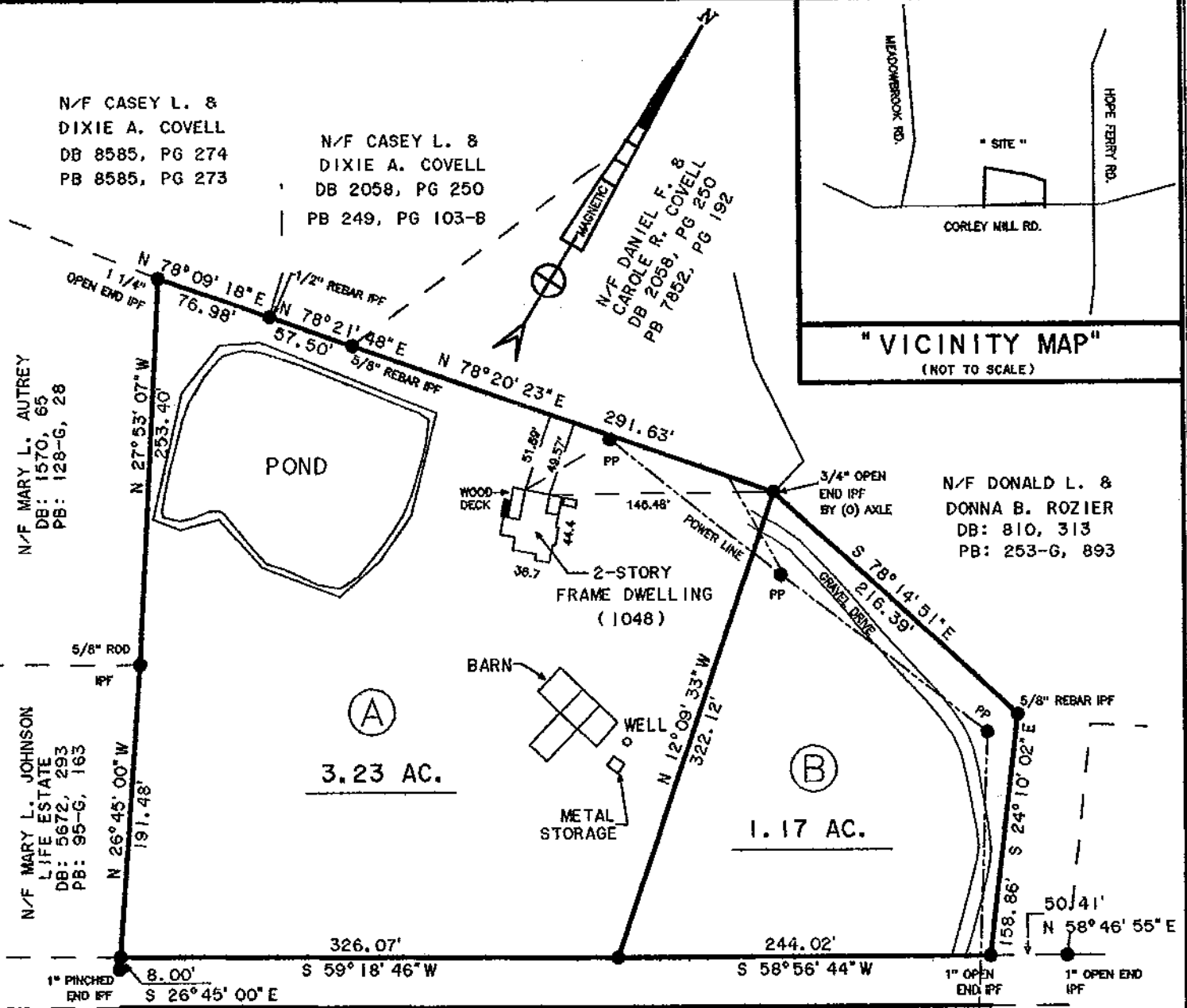
F. I. R. M. PANEL NO. 45063C0137-G

DATE: 2/9/2000

NOTE: THIS SURVEY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS NOT SHOWN HEREON; THIS SURVEY IS SUBJECT TO ANY INFORMATION THAT MAY BE DISCOVERED DURING A COMPLETE TITLE SEARCH.

LEGEND:

- I.P.F. - IRON PIN FOUND
- I.P.S. - IRON PIN SET
- NOTE: CORNERS THAT ARE NOT LABELED ARE I.P.S.'s
- P.P. - POWER POLE CAPPED (1/2") REBAR SET



"VICINITY MAP" (NOT TO SCALE)

0.2 +/- MI. TO MEADOWBROOK RD.

CORLEY MILL ROAD  
66' R/W S-32-6B

TOTAL ACREAGE: 4.40

PLAT PREPARED FOR

**BUYER'S NAME HERE**

DATE: OCTOBER 7, 2010  
SCALE 1" = 100'

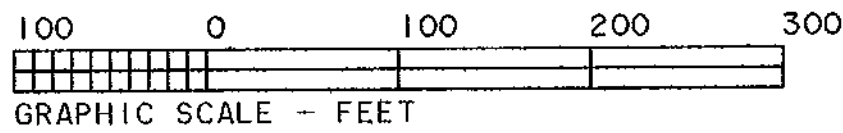
LEXINGTON COUNTY, NEAR LEXINGTON, S.C.

NOTES / REFERENCES:

TAX MAP NO. 003500-06-005  
DEED BOOK= 13363, 240  
PLAT BOOK= 36-G, PG 22  
PLAT REFERENCE;

PLAT BY A.L. LOWN DATED MAY 31, 1954, AND JUNE 3, 1954.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



FIELD BOOK: A-903 JOB: CORLMIL

**DOUGLAS E. PLATT SR.**  
S.C.P.L.S. NO. 4041  
345 GLENN ROAD  
WEST COLUMBIA, S.C. 29172  
PHONE NO. 803-796-0874  
FAX NO. 803-796-0874

## Online Bidding Increments

<b>Up to...</b>	<b>Increment</b>
10.00	1.00
25.00	2.50
100.00	5.00
500.00	10.00
1,000.00	25.00
2,000.00	50.00
5,000.00	100.00
25,000.00	250.00
50,000.00	500.00
150,000.00	1,000.00
250,000.00	2,500.00
1,000,000.00	5,000.00

Closing price sheet (for Cash closing)

Attorney's Fee	\$300.00
Title Search	\$175.00
Title Opinion	\$100.00
Copies/Postage	\$25.00
Recording Fee	\$10.00
Title Insurance	\$ Dollar amount based on purchase price (optional)
Deed Preparation	\$150.00
Deed Stamps	\$1.85 per \$500 dollars of the purchase price