



## General Terms and Conditions of Sealed Bid Auction Auction Date – October 4, 2017

**INITIAL OFFER FORMAT:** Initial Offer is to be submitted on the Written Bid & Registration Form and the Bidder Certification form provided from our website. The Initial Offer must be delivered to Morris Realty & Auction (MRA) by Wednesday, October 4, 2017 no later than 12:00 P.M. CST. The Initial Offer must be enclosed in a sealed envelope and delivered by U.S. Mail, Overnight Express Mail, or Hand Delivered to the office of Morris Auction Group, 2133 Whitten Rd, Memphis, TN 38133, or by fax to 901-565-7745. No liability will attach to Seller, Escrow Agent, MRA or any other party for failure to receive or open any Initial Offer. TELEPHONE INITIAL OFFERS WILL NOT BE ACCEPTED. AN INITIAL OFFER WHICH FAILS TO MEET THE ABOVE DEADLINE AND SUBMISSION REQUIREMENTS OR WHICH IS NONCONFORMING IN ANY OTHER RESPECT MAY BE DEEMED NON-RESPONSIVE / NON-CONFORMING AND MAY NOT BE CONSIDERED. The Initial Offer shall set forth the price at which the bidder commits to pay to purchase the Property subject to all Terms of Sale. A Best and Final Auction, described below (2.), will be conducted on Wednesday, October 4, 2017 at 12:00 p.m. C.S.T.

**ROUND TWO AUCTION FORMAT:** At the Seller's sole discretion, on Wednesday, October 4, 2017 at approximately 12:00 p.m. C.S.T, a Best and Final Round Two Auction on the Property will be conducted. The Seller will determine the best bids, and the corresponding bidders will be invited to participate in the Best and Final Round Two Auction, to be conducted by MRA. This process will determine the Winning Bidder for the Property. The Round Two Auction will be conducted by telephone and fax. The Seller reserves the right to make the final decision regarding which Bidders are allowed to bid at the Round Two Auction and further reserves the right to NOT offer the Property at the Second, if it so chooses.

**BIDDER'S DEPOSIT:** An Initial Offer Deposit in the amount of Ten Percent (10%) of your bid must accompany each Initial Offer. The funds must be a certified bank check, cashiers check in U.S. Dollars from a U.S. Bank or via Wire Transfer made payable to Morris Auction Group. The funds must accompany the Initial Offer documents for an Initial Offer to be considered conforming. Initial Offer Deposits of those Bidders whose bids are not accepted will be returned on Thursday, October 5, 2017 immediately following the Round Two Auction. The Winning Bidder's Ten Percent (10%) Initial Offer Deposit on each property will be applied toward the purchase price if awarded the property.

**QUALIFIED BIDDER:** A Qualified Bidder is further defined as a Bidder who has reviewed the property and submitted an signed Written Bid & Registration Form and a signed Bidder Certification Form.

**BID DEPOSIT(S):** The Bid Deposit will be held under the terms of the Real Estate Sales Contract between the Seller, the Winning Bidder and Closing Attorney as designated by the Seller. The total Bid Deposit required under the Real Estate Sales Contract will be ten percent (10%) of the final total purchase price and will be paid by cashier's check or wire transfer in U.S. Dollars from a U.S. Bank payable to Morris Auction Group's Escrow Account.

**PROPERTY INSPECTION:** Property inspections are at your leisure.

**BROKER PARTICIPATION INVITED:** Twenty percent (20%) of the gross commission received by MRA will be paid to a qualified licensed Real Estate Broker whose prospect is the successful bidder and closes on the Property, provided the real estate broker is not prohibited by law from being paid such commission. To qualify for a commission, the broker must first register their prospect on the

MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form with the signature of the prospective Purchaser, the signature of the Broker and the Broker's license number. The form must be faxed or mailed such that the office of MRA receives it not later than 5:00 P.M. CST. Tuesday, October 3, 2017. The registration MUST be sent to Morris Auction Group, via fax 901-565-7745 or mail to 2133 Whitten Rd, Memphis, TN 38115. NO LATE REGISTRATION WILL BE ACCEPTED. Commissions will be paid only after closing and after Morris Auction Group has been paid in full. Brokers are not required to attend the closing. If a cooperating broker has not met these requirements, no commission will be paid to the cooperating broker, even if the cooperating broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close. A Broker may not participate in the purchase in any way as a principal of the Bidder, or be an affiliate of the Bidder.

**PROPERTY CONDITIONS:** Except as expressly set forth in the Real Estate Sales Contract, when executed, the Property is being sold "AS IS" and "WITH ALL FAULTS", as of the Closing Date. Neither the Seller, MRA nor any of their agents, contractors, attorneys, officers or directors ("Agents") makes any representations or warranties with respect to the physical condition of the land or any improvement thereon, the Property's fitness for any particular purpose, the Property's merchantability, or any other warranty, express or implied. The Seller, MRA and their Agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the Land and Improvements thereon. Bidders are expected to undertake their own independent physical inspection of the Property and thorough review of all documents prior to submitting their Initial Offer and to submit their bids based solely on their own independent investigations and findings and not in reliance on any information provided by the Seller, MRA or their Agents.

**FINANCING:** The Sale will be a cash sale and not be contingent on financing of any kind. It is strongly recommended that prospective purchasers pre-qualify for financing prior to the Initial Offer / Round Two Auction.

**TITLE / CLOSING:** The Property will be conveyed by Warranty Deed, subject to any and all Deed Restrictions, Easements, Leases, and other Reservations and Exceptions of Record. The Seller will provide through Closing Agent an Owner's Title Insurance Commitment at the Seller's expense. All other closing costs not specified by law required to be paid by Seller will be the responsibility of the Purchaser. The Property must be closed and funded in U.S. Dollars from a U.S. Bank by Friday, August 20, 2017. Time is of the essence.

**ADDITIONAL NOTES:**

- a) These properties are subject to Seller's confirmation of the highest bid. The Seller and MRA reserve the absolute right, in their sole and absolute discretion, to postpone or cancel the Initial Offer, the Round Two Auction or both, in whole or in part, to amend, modify or add any terms and conditions to these General Terms and Conditions of Sale and to announce such modifications or additional terms and conditions on or before the Initial Offer submission deadline or the Round Two Auction Event. The Property may be withdrawn without notice. To the extent there is any conflict between the provisions of these General Terms and Conditions of Sale as set forth herein and the Real Estate Sales Contract, the terms of the Real Estate Sales Contract shall govern. Written and oral announcements shall take precedence over prior printed information; however, the final executed Real Estate Sales Contract will evidence all understandings and agreements between Purchaser and the Seller and will be in all respects controlling.
- b) All prospective Bidders are urged to carefully review all provisions of these General Terms and Conditions of Sale including but not limited to those provisions regarding the absence of any representations or warranties whatsoever, as to the accuracy or completeness of the Property Information Package, or any other information and as to the absence of any authority on the part of any person or entity to make any guarantees, promises, statements, representations or warranties. All Bidders will be charged with full knowledge of all documents available for inspection.

- c) The Property (as more fully described in the Property Information Package) is being sold "As Is" condition without any warranties or representations express or implied. The accuracy and completeness of the information contained in the marketing material and in the PIP cannot be guaranteed, and prospective Bidders are advised to independently verify any information they deem important. Prospective Bidders should use the information provided herein and in the PIP only as an aid to assist their own investigation of the Property prior to submitting an Initial Offer.
- d) All square footages, acreages and sizes set forth for the Property are approximate only, based on the best information available and should be verified independently by prospective Bidder.
- e) THESE GENERAL TERMS AND CONDITIONS OF SALE DO NOT CREATE ANY LEGAL OBLIGATIONS ON THE SELLER AND MRA. IF THE SALE FAILS TO COMPLY WITH ANY OF THESE GENERAL TERMS AND CONDITIONS OF SALE FOR ANY REASON, SELLER AND MRA SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER. THE WINNING BIDDER'S ONLY REMEDY WILL BE THE RETURN OF THE BIDDERS' BID DEPOSIT (IF PAID). THESE GENERAL TERMS AND CONDITIONS OF SALE NEVERTHELESS ARE BINDING UPON AND MUST BE COMPLIED WITH BY ANY PERSON OR ENTITY SUBMITTING AN INITIAL OFFER.
- f) Title with respect to the Property will be delivered as provided in the Real Estate Sales Contract.
- g) Bidding increases at the Round Two Auction, "if conducted" will be in such increments as the Auctioneer in his or her sole and absolute discretion directs. All decisions of the Auctioneer are final as to methods of bidding, disputes among Bidders, increments of bidding, and any other related matters, which may arise before, during, or after the Round Two Auction. The Round Two Auction will be recorded, and if any disputes arise following the Round Two Auction, the Auctioneer's records shall be conclusive in all respects.
- h) The Seller and Auctioneer reserve the right to refuse admittance or to expel anyone from the Round Two Auction premises for interference with auction activities, nuisance, canvassing or other reasons.
- i) If Purchaser defaults under the terms of the Real Estate Sales Contract, then the Seller will declare such default, terminate the Real Estate Sales Contract and retain all Bid Deposits as liquidated damages (and not as a penalty) pursuant to the terms of the Real Estate Sales Contract.
- j) BIDS MUST BE SUBMITTED ON THE REQUIRED FORMS WITH NO ALTERATIONS / CHANGES ACCORDING TO THE PROCEDURES DESCRIBED HEREIN.

\_\_\_\_\_

Bidders Signature

\_\_\_\_\_

Date

Bidders Information

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Fax \_\_\_\_\_

# MORRIS

REALTY & AUCTION

2133 Whitten Rd  
Memphis, TN 38133

## Bid Certification Form

Fax 901.565.7745 Phone 901.565.7770

I acknowledge this is a Reserve Auction and if I am the successful bidder, my offer will be subject to the seller's approval. By signing this certification and returning it to the offices of Morris Realty & Auction, I hereby certify that:

1. I have read the auction rules and bidding format as set out by the auctioneers and I completely understand them.
2. I understand that the terms and rules of the auction will be strictly enforced and that there are no exceptions.
3. I certify that I currently have sufficient funds to meet the deposit requirements as called for by the sales contract.
4. I have examined the proposed sales contract given to me as part of the Bid Package and understand that it is a legally binding contract and is not contingent upon financing or any other possible contingency.
5. I understand that if I am the high bidder, I will be required to sign the sales contract immediately upon such notice from the auctioneer of being declared the high bidder. I agree to complete and sign the sales contract upon such transmitted notice (verbal, written, electronically or otherwise).
6. I understand that a 10% buyer's premium will be added to my final bid (as indicated on the form) and is due in addition to my final bid to complete the final purchase price.
7. I understand that the auctioneers represent the seller and there is no relationship of dual agency.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

WITNESSED BY \_\_\_\_\_

DATE OF SIGNATURES \_\_\_\_\_

For office use only:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

# MORRIS REALTY & AUCTION

2133 Whitten Rd  
Memphis, TN 38133

## Written Bid & Registration Form

Fax 901.565.7745 Phone 901.565.7770

Purchaser's Name \_\_\_\_\_

Purchaser's Address \_\_\_\_\_

Purchaser's Phone \_\_\_\_\_ / \_\_\_\_\_

Purchaser's Fax \_\_\_\_\_

Company (if applicable) \_\_\_\_\_

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PROPERTY ADDRESS \_\_\_\_\_

WRITTEN BID AMOUNT \$ \_\_\_\_\_

ADD: 10% BUYER'S PREMIUM \$ \_\_\_\_\_

TOTAL AMOUNT OFFERED \$ \_\_\_\_\_

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This Bid constitutes my offer to purchase the above-referenced Property. I will deliver my Bid Deposit by wire or check made payable to Morris Realty & Auction in the amount of ten percent (10%) of my bid amount, which I understand will be deposited by Morris Realty & Auction in its trust account. This offer to purchase shall remain in full force and effect and irrevocable until the completion of the auction. If I am not the high bidder, my Bid Deposit shall be returned to me within five (5) days after completion of the auction. I understand that my Bid Deposit must be cleared prior to disbursement. I understand that all communication to me by the Seller's agent must be in writing and that this Bid and Bid Deposit must be received by Morris Realty & Auction prior to the Bid Deadline to be considered valid.

My Bid Form and Bid Deposit are being sent via (circle one): Fax Overnight Mail FedEx/UPS

My Bid Deposit is in the form of a (circle one): Company Check Cashier's Check Wire Transfer

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

For office use only:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



REAL ESTATE SALES CONTRACT

MORRIS REALTY & AUCTION

2133 Whitten Rd, Memphis, TN 38133

901.565.7770 fax 901.565.7745

RECEIVED of the undersigned buyer ("Buyer") the sum of 10% of the Purchase Price \$\_\_\_\_\_ as a non-refundable deposit (the "Deposit") for the purchase of the following described real estate (the "Property"):

Approximately 19.87 acres of unimproved land zoned CMU2 located on the Northeast corner of the intersection of James Road and Highland, Memphis, Shelby County, Tennessee, also known as parcel 083021 00067C.

(property description)

The undersigned seller ("Seller") covenants and agrees to sell and convey the Property by good and sufficient Warranty Deed to Buyer, or Buyer's assignee (Buyer, however, shall not be released from Buyer's obligations as set forth herein), and Buyer covenants and agrees to purchase the Property for the following consideration:

Purchase Price \_\_\_\_\_ \$\_\_\_\_\_.

(Comprised of a Bid Amount of \$\_\_\_\_\_ plus a 10% Buyer's Premium of \$\_\_\_\_\_)

The terms of the sale shall be as follows:

- 1. All cash at closing of which the non-refundable Deposit is a part and included in the Purchase Price. The Deposit shall be held in escrow by Morris Realty & Auction (Morris) until closing. Morris Realty & Auction shall be paid the amount of the buyer's premium as its earned fee at closing from the Purchase Price. If the buyer fails to close for any reason, the deposit shall be forfeited by the Buyer and paid to Morris within two (2) business days after the scheduled closing date or the notice is received from the buyer that they do not intend to close, whichever date is sooner.
2. No Contingencies. Buyer is buying this property with no contingencies whatsoever except those as provided in this contract relating to an insurable title to be provided by Seller to the Buyer at closing. Buyer's obligation to close shall not be subject to any financing contingency. Buyer reserves the right to obtain a loan. Failure to close due to lack of funds shall be considered a default by Buyer.
3. Closing Date. Unless otherwise stated, the closing contemplated hereby shall take place on or before thirty (30) days after the date of execution hereof by the last party to sign. Closing attorney for both parties hereto shall be Title, Ray Beliles, Attorney (telephone: 901-753-6030). The closing shall take place at Closing Agent's offices located at 1699 Kirby Parkway, Suite #100 Memphis, TN 38120.
4. Title. Title shall be conveyed subject to all restrictions, easements, and covenants of record and subject to any zoning ordinances, regulations and laws of governmental authorities. At closing, settlement and payment of the balance of the purchase price shall be made in cash or by cashier's check upon presentation of Warranty Deed with usual covenants and conveying a good and merchantable title. Seller shall furnish a title search covering the Property as required by any of the major title companies in Tennessee for the issuance of a title policy. In the event of controversy regarding title, a title insurance policy covering the Property, issued by one of said title insurance companies for the purchase price shall constitute and be accepted by Buyer as conclusive evidence of good and merchantable title.
5. If the title is not good and cannot be made good within sixty (60) days after written notice has been given to Seller that the title is defective, specifically pointing out the defects, then the Deposit shall be returned to Buyer and this Contract shall become null and void unless Buyer elects to accept the defective title. In the event the time needed to correct said defaults extends beyond the aforesaid time to close, the time to close shall be extended as reasonably necessary. If Seller otherwise breaches this Contract, Buyer shall have the right to affirm this Contract and enforce its specific performance or require the immediate return of the Deposit and recover full damages for its breach. In any event, if title is not so made good or Seller otherwise breaches this Contract, Seller shall pay the Buyer's Premium to Morris and any amounts due pursuant to any other agreement between Morris and Seller, plus all costs of collection, including attorney fees.
6. If Buyer breaches this Contract, Seller shall have the right to (a) declare this Contract canceled and recover full damages for its breach, (b) to elect to affirm this Contract and enforce its specific performance and the Deposit shall be retained by Morris to the extent of the Buyer's Premium with any excess to be paid to Seller, or (c) resell the subject property either publicly or privately and in such event, the Buyer shall be liable for payment of any deficiency plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and Morris. Morris also reserves the right to recover any damages from the breach of the Buyer.
7. Closing Costs. Seller shall be responsible for paying for the preliminary title search conducted in preparation for the auction and sale of the Property. Should seller require additional attorney fees not specifically related to the closing of the Property (such as probate or estate related matters), Seller shall be responsible for such fees. Buyer shall pay for the following: (i) the recording fee and transfer tax on the Warranty Deed and any deed of trust, (ii) owner's and lender's title insurance, (iii) survey, if any, and (iv) any other costs and expenses relative to any loan obtained in connection with the purchase of the Property. All real estate taxes and maintenance fees/association dues for the current year shall be prorated as of the date of closing. Any unpaid taxes for prior years shall be paid by Seller. Rents, if any, shall be prorated. Possession shall be given with delivery of warranty deed and payment of Purchase Price.

