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**AUCTION TERMS AND CONDITIONS**

ONLINE BIDDING ONLY. This auction has 2 catalogs (real estate & personal property).

ONLINE Bidding Ends Thursday, May 3, 2018

Real Estate will close at 7 PM

Personal Property will close at 8 PM

Real Estate: A 10% Buyer's Premium will be added to the highest bid to arrive at the total purchase price. A non-refundable deposit of 20% (escrow money) is required within 24 hours of auction end time via certified funds. A Horton Auction representative will contact the winning bidder Friday, May 4, 2018 to schedule a time to sign contract and collect escrow money. The balance will be due on or before 30 days. The closing fees are the buyer's responsibility.

Personal Property: A 15% Buyer's Premium will be added to the highest bid to arrive at the total purchase price. Payment in full is required before purchases may be picked up.

Pick Up: Friday, May 4, 2018 between 10 AM - 3 PM.

THIS AUCTION FEATURES AN AUTO BID EXTEND

AUCTION END TIMES: Horton Auction's Online Auctions are timed events and all bidding will close at specified time. Horton's Online Auctions also have an auto extend feature. When a bid is placed in the final 5 minutes of bidding, the auction bidding will be automatically extended 5 minutes from the time the bid was placed (i.e., if an auction scheduled to close at 6:00 receives a bid at 5:59, the close time will automatically extend to 6:04. The auto extend feature remains active until no further bids are received within a 5 minute time frame.

SERVER, SOFTWARE TECHNICAL OR INTERNET ISSUES: In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR HORTON AUCTION & REAL ESTATE SERVICE, INC. SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by Horton Auction & Real Estate Service, Inc.

Although a credit card is required to register to participate in this auction, certified funds are required for the escrow deposit. However, if certified funds are not provided to Horton Auction & Real Estate Service, Inc. within 24 hours of auction end time, the credit card used to register for this auction will be charged for the required 20% escrow deposit.

Disclaimers & Absence of Warranties:

\* Information contained herein believed to be accurate but not guaranteed by Horton Auction & Real Estate Service, Inc.

\* In all transactions, the Auctioneers are acting as agents for the Seller only. Property will be sold 'As Is, Where Is' with no guarantees,expressed or implied, by Horton Auction & Real Estate Service, Inc.

\* All decisions of the Auctioneers are final.

Horton Auction & Real Estate Service, Inc. reserves the right to reject any and all bids for any reason prior to the close of bidding.

Horton Auction & Real Estate Service, Inc. reserves the right to cancel this auction, or remove any item or lot from this auction prior to the close of bidding.

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Horton Auction & Real Estate Service, Inc. will reject the registration, and bidding activity will be terminated. The Seller and Horton Auction & Real Estate Service, Inc. reserve the right to preclude any person from bidding if there is any question as to the person's credentials, mental fitness, etc.

Bidder responsibilities include, but are not limited to: Bidders agree to keep his/her username and password confidential as each individual is responsible for ANY and ALL activity involving his/her account. If your USER NAME is offensive to Horton Auction & Real Estate Service, Inc., then we reserve the right to terminate your bidding.

When using the web site you must obey any and all local state and federal laws. Violations will result in termination of web site use privileges. Auction company employees and/or auction company may bid on this auction. We gather aggregate information from this web site which may include but is not limited to: number of page visitors, most visited pages, any and all correspondence.

DEFAULT: If purchases are not settled by the specified closing/pick up day, it will be considered in default. Upon default the bidder will be black listed/blocked from bidding on Horton Auction & Real Estate Service, Inc.'s auctions, as well as MarkNet Alliance auctions and may be charged 10% of bid price or $500, whichever is greater. All defaulted items may be offered to the next highest qualified bidder at the discretion of Horton Auction & Real Estate Service, Inc.

Any dispute between Horton Auction & Real Estate Service, Inc., its Agents or Representatives, and the Buyer(s) will be tried in a court of jurisdiction in Madison County, Alabama (or county designated by Horton Auction). By bidding on the property, buyer agrees to all terms and conditions set forth.

Buyer and or Bidder agrees to hold harmless and indemnify Horton Auction & Real Estate Service, Inc. and its Agents and its Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.