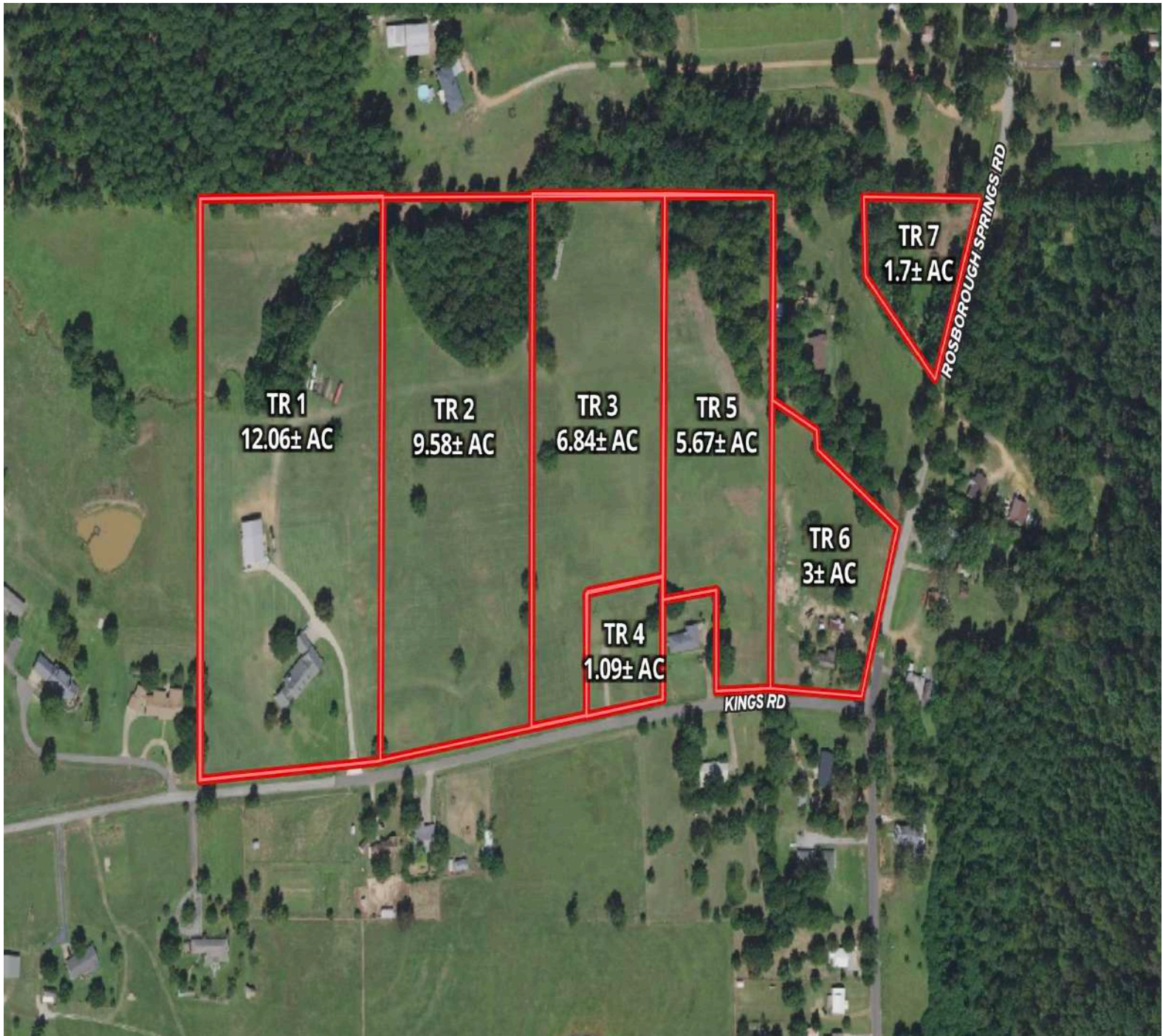




COLEMAN & PATTERSON AUCTIONEERS

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Marshall, Tx Real Estate Auction

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Auction Summary • Real Estate

****This information pertains to only real estate auction****

AUCTION DATE: June 2nd @ 11am

AUCTION OFFERING:

Tract 1: 12.00± AC w/ Home and Shop

Tract 2: 9.58± AC

Tract 3: 6.84± AC

Tract 4: 1.09± AC

Tract 5: 5.67± AC

Tract 6: 3.00± AC

Tract 7: 1.70± AC

AUCTION FORMAT: Multi-par Live On-Site Auction. Tracts to be offered individually, then in combinations or as a whole. Bidders may bid on any single tract, any combination of tracts, or the entirety as desired. Auctioneer will close the bidding after a specified amount of time elapses without advancement of the overall price of the offering. (See Multi-Par Example in information packet for more details)

MINERAL RIGHTS: No mineral rights to convey

EARNEST MONEY: Earnest Money Deposit due on day of sale equal 10% of hammer price for lot(s) won.

BUYERS PREMIUM: 5% Buyers Premium. No Contingencies, AS/IS Where IS. See Full Terms ATTACHED.



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Auction Summary • Real Estate

****This information pertains to only real estate auction****

REGISTRATION: \$20,000 Cashiers Check payable to “Bidder Name” shall be presented at registration on sale day in order to bid on the property. For winning bidders, this amount will be used towards your Earnest Money of 10% of hammer price per lot won.

APPROVAL OF BIDS: A confidential reserve price has been established by seller and auctioneer. The overall bid price must meet or exceed “The Reserve” to be accepted by seller. In the case of multiple buyers on the tracts, all buyers must satisfy closing requirements prior to seller execution.

SURVEY: There is no survey, and one will need to be conducted by the buyer before closing if desired.

PRESALE: The deadline to submit a presale offer for consideration will be June 1st by 5pm. Presale offers will only be accepted for the entire property.

PREVIEWS: Broker Open - May 17th 2pm – 5pm
Public Open - May 25th 2pm – 5pm
Public Open - June 1st 2pm – 5pm

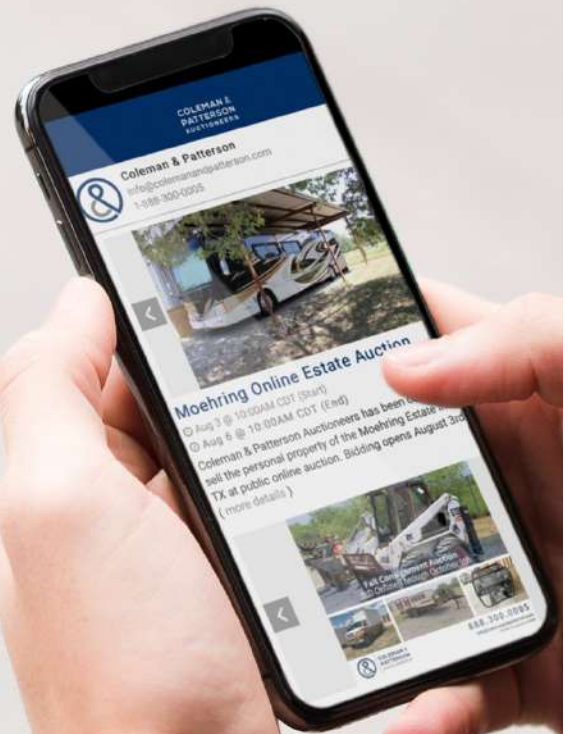
BROKER PARTICIPATION: Brokers must register with auctioneers by June 1st at 5pm. Brokers will be paid 2% of high bid amount upon closing and funding.



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BID FROM ANYWHERE



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Property Summary



Address: 1325 Kings Rd, Marshall, TX 75672

CAD #: R000006304 – Tracts 1-3 // R000017515 – Tract 4 // R000017651 – Tract 5
R000028522 – Tract 6 // R000025225 – Tract 7

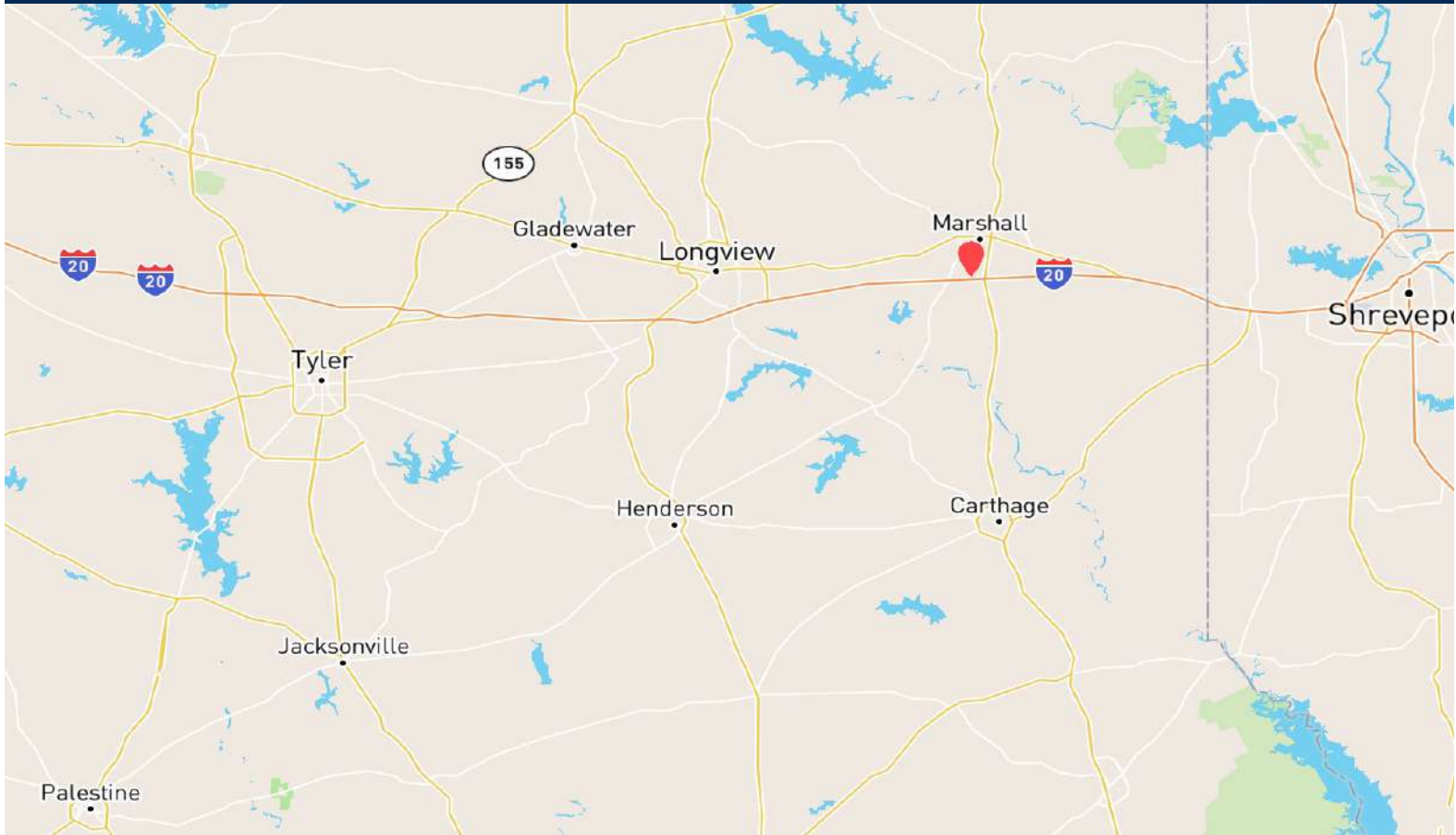
Legal Descriptions: R000006304 – Acres: 29.200, Abst: 747 A WHETSTONE, HSE
R000017515 – Acres: 1.200, Abst: 747 A WHETSTONE, V
R000017651 – Acres: 5.530, Abst: 747 A WHETSTONE, V
R000028522 – Acres: 3.970, Abst: 747 A WHETSTONE, V
R000025225 – Acres: 1.700, Abst: 747 A WHETSTONE, HSE



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Map & Directions



Directions:

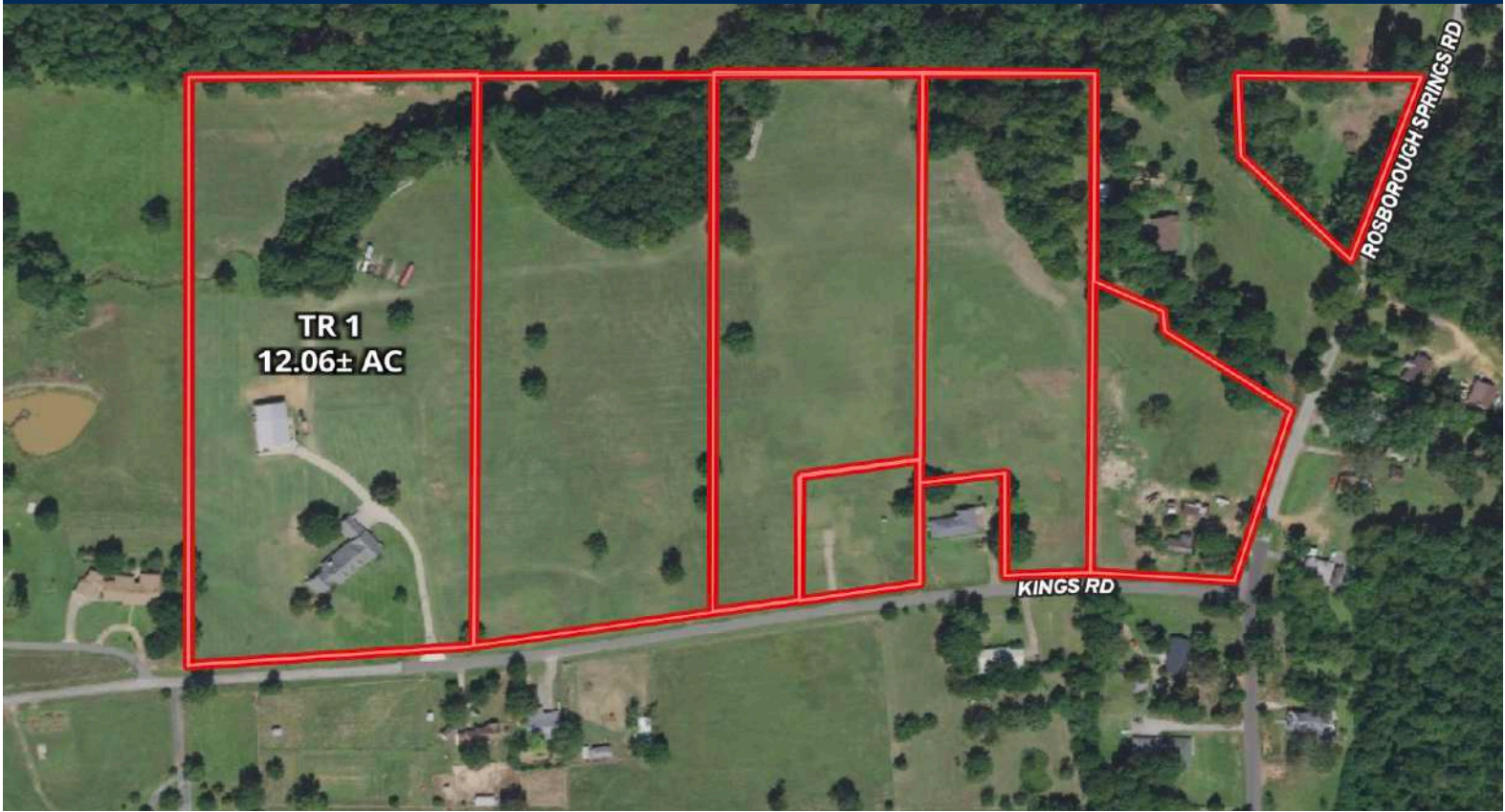
From Tyler, head north on US-271. Take right ramp to merge on I-20 E. Take exit 614 towards Marshall. Turn left onto TX-43 N. Turn tight onto Kings Rd. Property is on your left.



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Tract 1



Tract 1

The current homesite tract is turnkey and ready for you to move in! With 7,000 Sq.Ft. under roof and 5,200 heated and cooled, this open country lifestyle stunner sits on a hill overlooking the wet weather creek at the rear of the property. Open concept living, kitchen, and dining, large game room with bar indoor grill, and extra bonus room offer an entertainer's delight for you can be the hub of friend and family gatherings. Thoughtful finishes and granite throughout are additional highlights. A 50x50 shop with 30ft overhang adorns that property complete with power and water. In addition to this magnificent home and shop, Tract 1 sits off of a paved road, has city sewer and water with an additional active water well that services the yard irrigation, and comes with arena pad and barn pad ready for any horses and 4-H/FFA projects that are in your future. Need more than 12 Acres?.... Well, we can help there, too!



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Tract 2



Tract 2

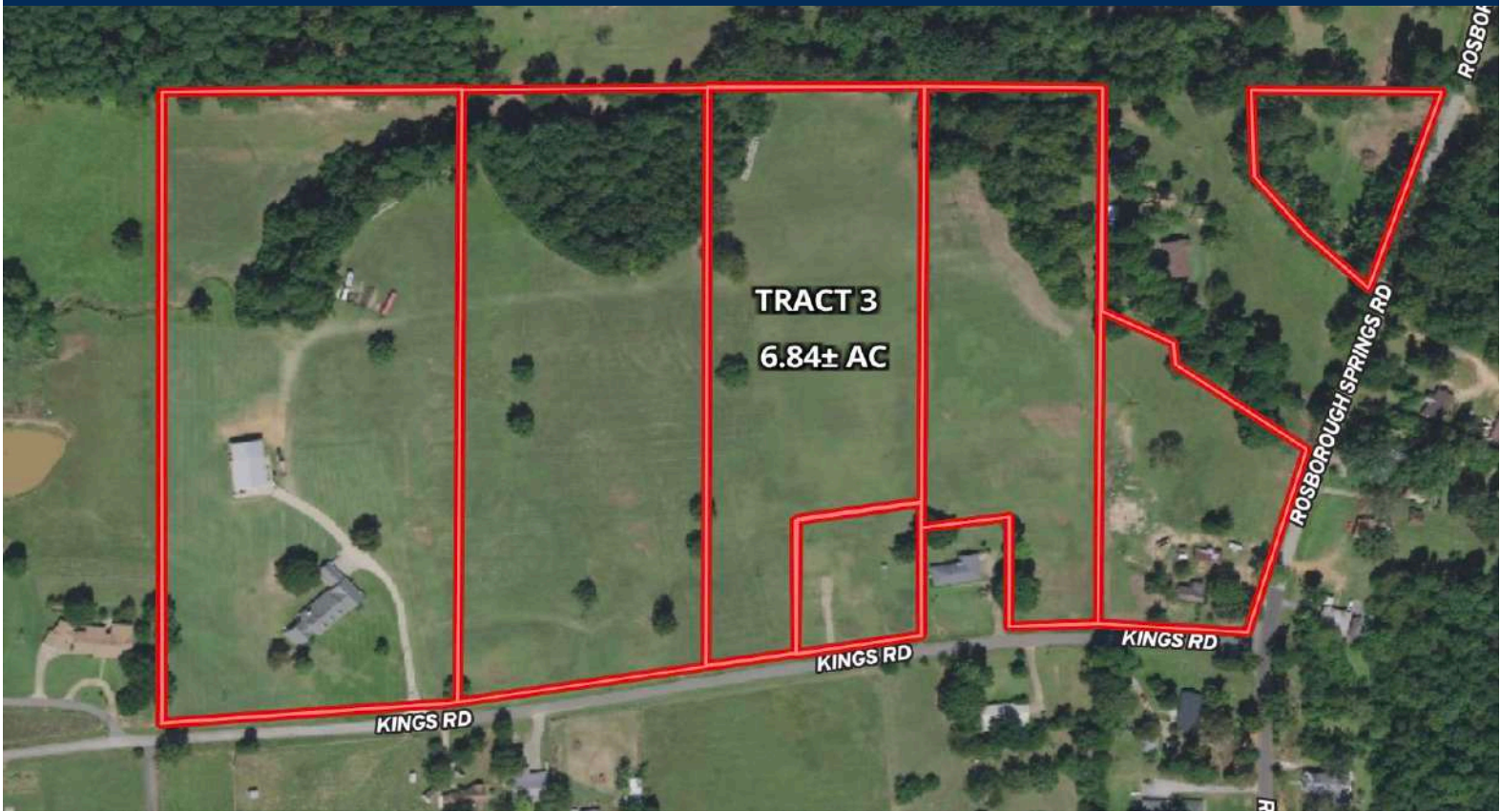
Buy the adjoining acreage to add to Tract 1 Or start from scratch on this blank slate to build your dream home. Mostly open with large trees at the back of the property. City power, water, and sewer available at Kings Rd.



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Tract 3



Tract 3

A nearly completely blank canvas to paint your picture, that includes a few trees at the rear of the property. City power, water, and sewer available at Kings Rd.



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Tract 4



Tract 4

A perfect opportunity for a smaller homesite with less upkeep is offered in this tract. City power, water, and sewer is available at Kings Road. This tract does have an active water well that is estimated at 400 feet depth.



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Tract 5



Tract 5

Complete with a few more trees at the back of the property, this tract has ample size by itself or could be combined with Tract 4 and/or Tract 6 to make a larger offering. City power, water and sewer available at Kings Rd.



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Tract 6



Tract 6

Unique and tree-lined on one side, a perfect size with the perfect place for your dream home.

City power, water and sewer available at the road.



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Tract 7



Tract 7

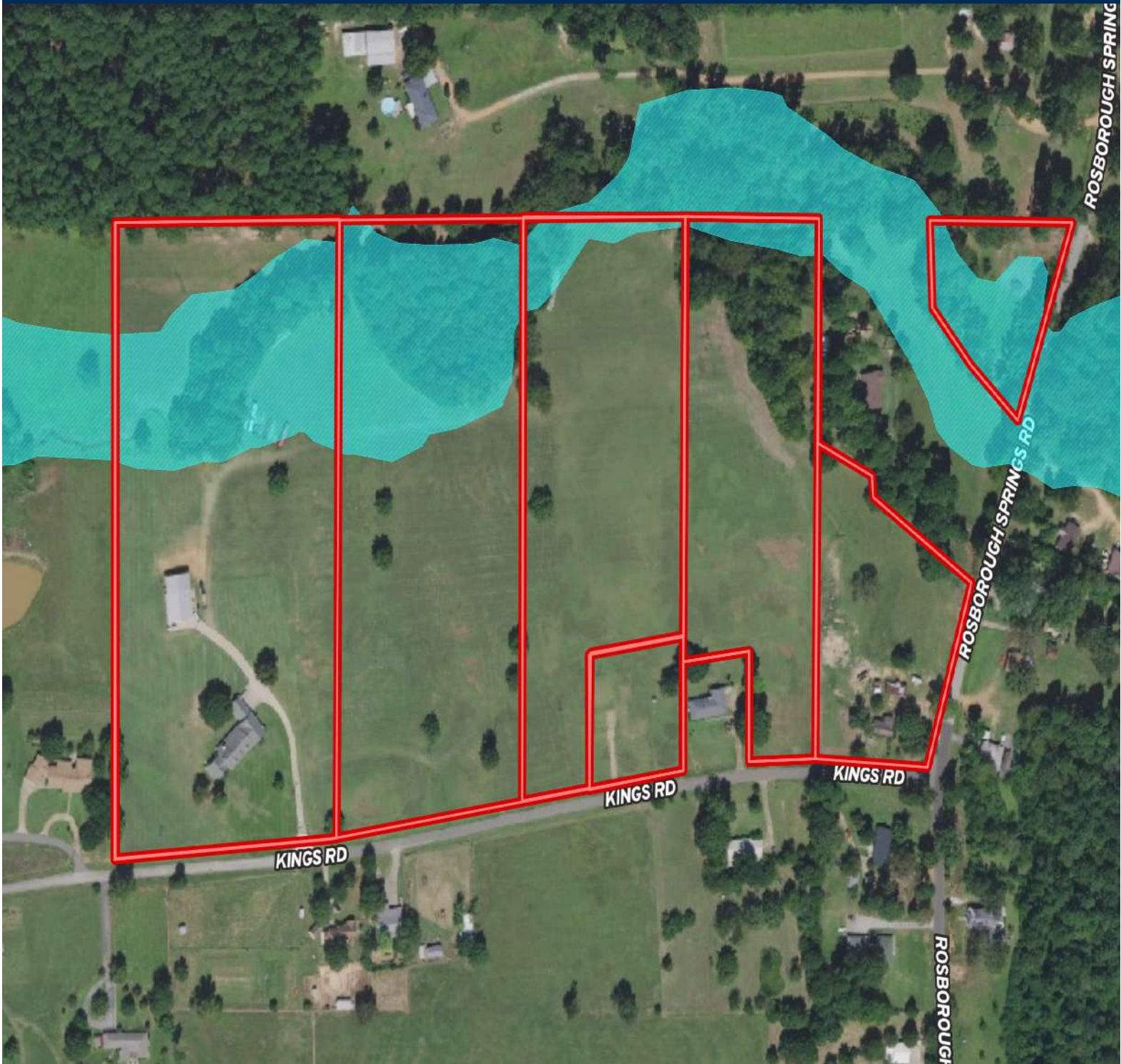
The ultimate secluded offering within this Multi-Par Auction, Tract 7 is 1.7+/- acres almost completely surrounded by oak and other small to medium trees. A perfect private homesite with city power, water and sewer available at road.



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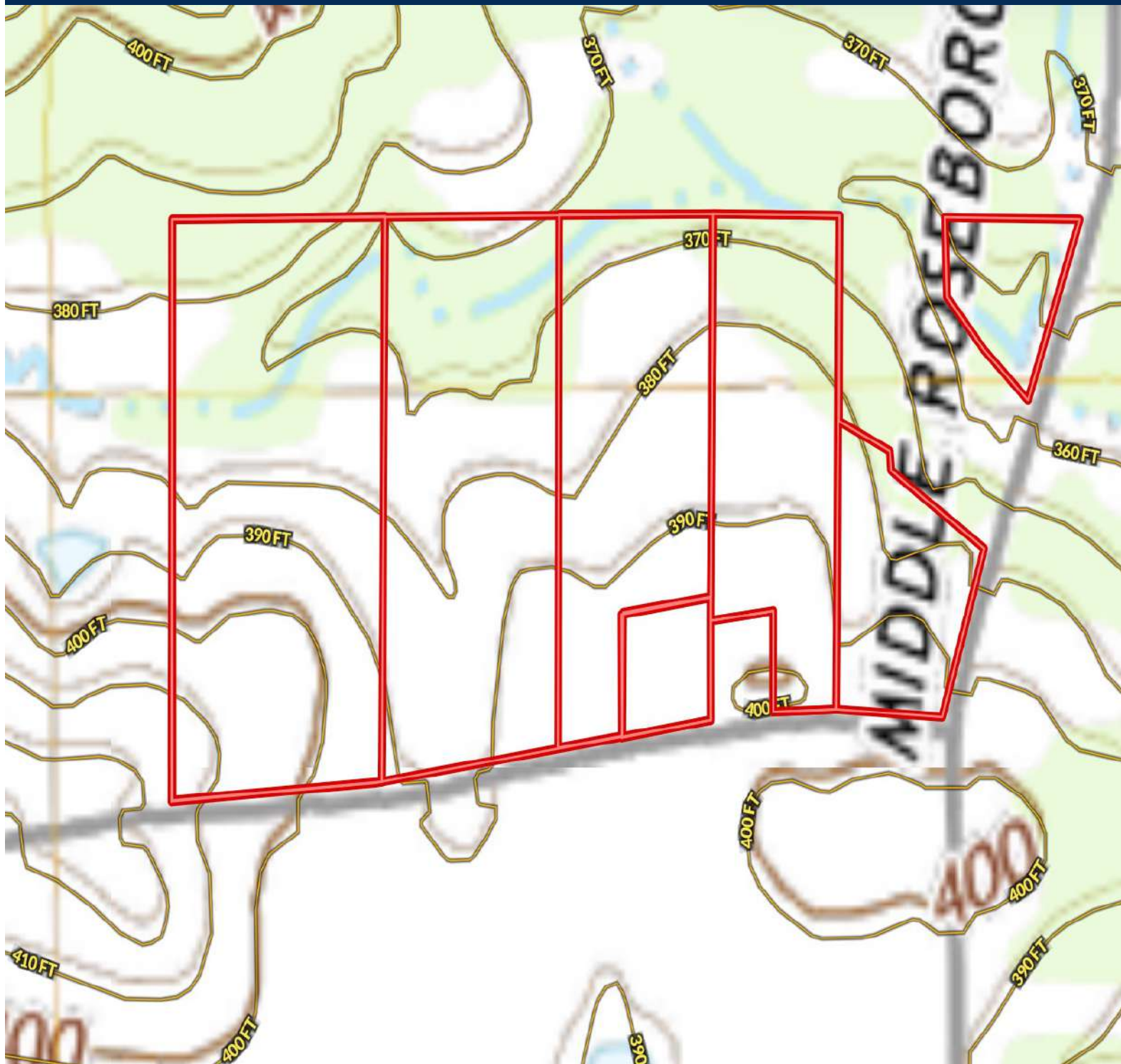
Flood Map



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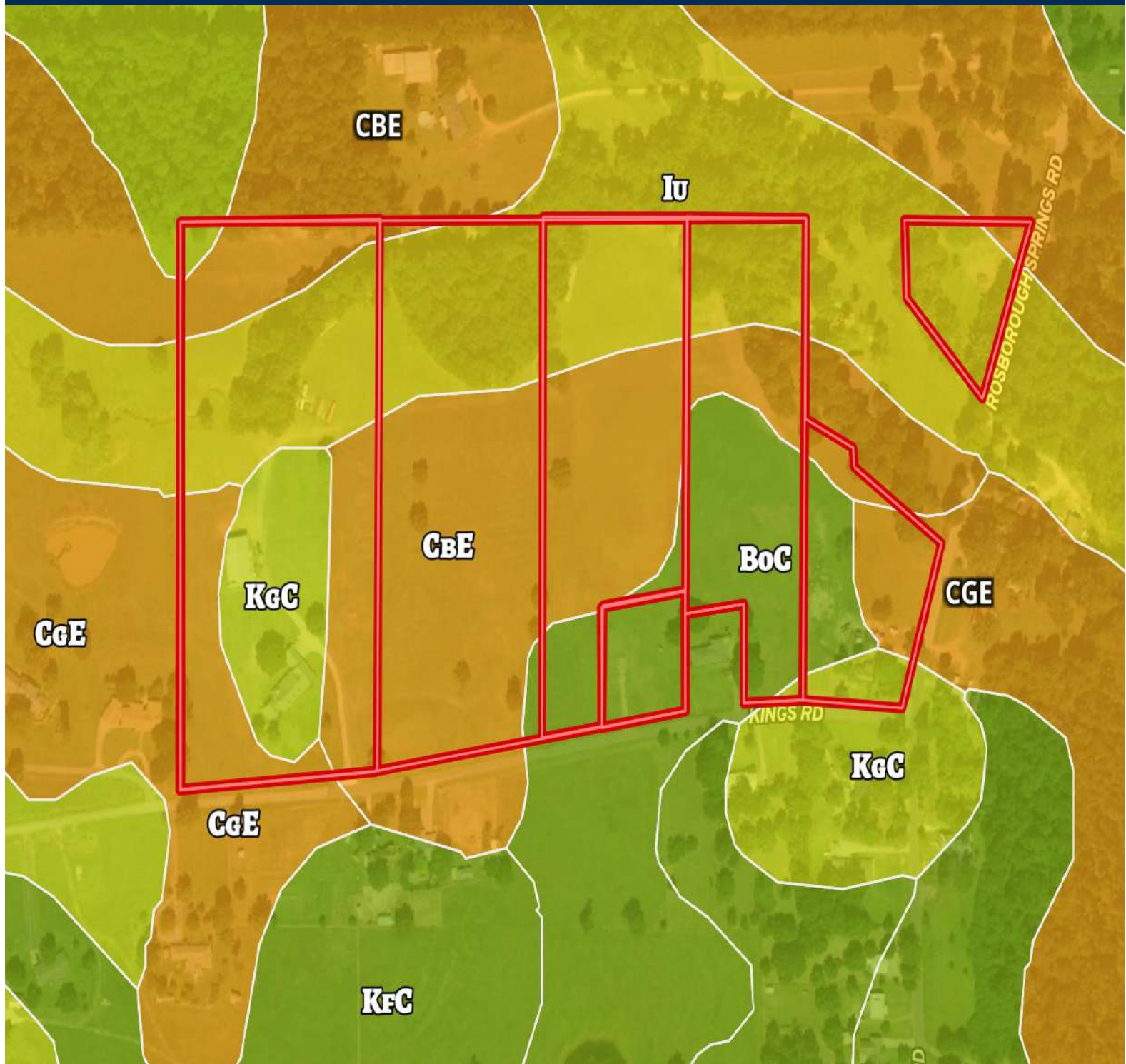
Topography Map



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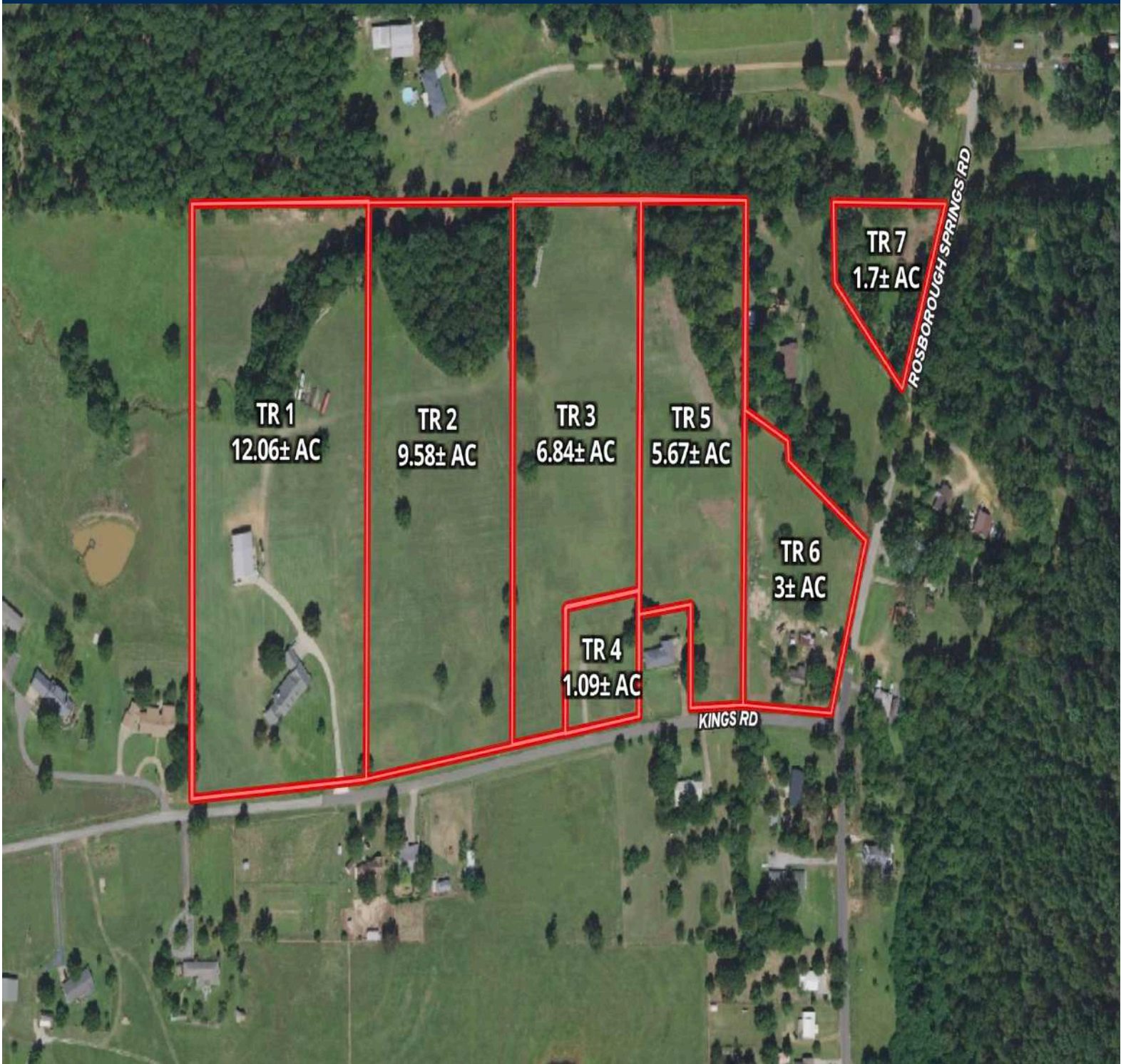
Soils Map



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Overhead



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Aerial Photos



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Property Photos



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Multi-Par Auction Method

Auctioneer will offer Tract 1 first in the "1st Round" of the sale to buyers interested in bidding on that tract. At the conclusion of this lot, auctioneer will "hold" the high bid and then continue with Tract 2, Tract 3 and so on, offering each of the tracts separate and "holding" the high bids on those tracts. This will establish a base price for the entire offering. A "2nd Round" of bidding will then allow bidders to combine tracts and raise their bid to compete over a combination or the whole offering.

The Multi-Parcel (multi-par) auction method allows the buyer to maintain control of any tracts or parcel throughout the auction, regardless of the combination of the tracts.

With the multi-par you select the lots you wish to purchase and bid on them, first by the acre and then in whole dollars.

After a per acre price has been established by individual tracts, for the entire acreage, any bidder may add to the total amount bid on any tracts in the preset dollar amount established at the beginning of the auction or as new bids are posted.

If no advance of bid is made within a specified time frame, then the lots will be announced closed.

Advantage of the Multi – Par Method

- ▶ No one is knocked out of bidding at any time.
- ▶ You may combine any or all tracts in any grouping throughout the entire auction as well post new bids on any single tract bid or combination bids already posted.
- ▶ At any time, you can look at the lots displayed on a screen and see the high bid and whether you have control of that tract.
- ▶ Since everyone who is participating in the auction event can choose which property they want to buy, and the price is set by the bidder everyone has the same opportunity to buy regardless of the other bidders bidding strategy or bidding strength

Helpful bidding tips

- ▶ Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or none then bid when combination of tracts are permitted. Remember any bid posted is considered active and could be back in winning position any time during the auction.
- ▶ Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, its better to defend your position then to take it from someone else.
- ▶ Prior to the auction determine your buying strategy. Determine what you want to buy and how much you plan to spend. Use the auction ringmen to help you with the math during the auction event.



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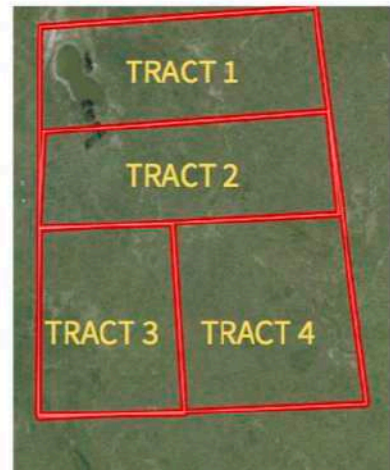
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Multi Parcel Real Estate Auction

The Multi-Parcel (multi-par) auction method divides larger parcels into smaller tracts to be bid on individually, or in any given combination. This method allows bidders looking to purchase within their budget an opportunity to compete with those trying to buy the whole property.

How it Works

Auctioneer will sell each of the tracts individually until a base price is established. Bidders are then allowed to bid on any combination of tracts by advancing the bid by the pre-determined increment. A "Leader Board" will provide a visual of the bidders currently on top, and the bid amount needed for a bidder to re-establish the lead position on their desired tract(s). Bidders are able to maintain control of any tracts or combinations throughout the auction, regardless of the combination of the tracts. If no advance of bid is made within a specified time frame, then the auction will be announced closed.



66 Total Acres

LEADER BOARD

BID	Total Bid	Per Acre	#Acres	Parcel
#450	\$115,500	\$3,500	33 Acres	1, 2 ✓
#510	\$40,000	\$4,000	10 Acres	3 ✓
#485	\$86,250	\$3,750	23 Acres	4 ✓
#524	\$52,500	\$3,500	15 Acres	1
#511	\$61,200	\$3,400	18 Acres	2

Advantages

- ▶ No one is knocked out of bidding at any time.
- ▶ You may combine any or all tracts throughout the entire auction as well post new bids on any single tract or combination already posted.
- ▶ At any time you can look at the "Leader Board" and see the high bid and whether you have control of your desired tract(s).
- ▶ Since everyone who is participating in the auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity regardless of bidding strategy.

Helpful bidding tips

- ▶ Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, it's better to defend your position than to take it from someone else.
- ▶ Bid only on the tract(s) that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts, you can wait until after the base price has been established, and place your bid on the combination of your choice. Remember any bid placed is considered active and could be back in winning position any time during the auction.
- ▶ Prior to the auction determine your buying strategy. Determine what you want to buy and how much you can spend. Ask the bid spotters if you need help during the auction.



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1325 Kings Rd, Marshall, TX 75672

BUYER REPRESENTATION AGREEMENT
AGREEMENT DATE ____/____/2023

_____ (BUYER) hereby appoints _____ hereinafter called "BROKER" as BUYER's agent under the terms specified herein for the Marshall, TX Real Estate Auction (AUCTION).

It is the policy of Coleman & Patterson, LLC to require submission of Buyer Representation Agreement no later than 5pm CST on June 1st, 2023 to David Coleman at david@colemanandpatterson.com in order for any BROKER to have representation of BUYER. By failing to submit a Buyer Representation Agreement by such time, BROKER will not be compensated commission as specified by the terms of the AUCTION.

1. Disclosure of Broker's Role: At the time of initial contact, BROKER shall inform Coleman & Patterson, LLC with whom BROKER represents pursuant to this Agreement that BROKER is acting on behalf of BUYER.
2. Compensation of Broker: If BUYER is winning bidder and winning bid is accepted by seller, BROKER shall be compensated 2% of high bid amount of all real estate and minerals purchased.
3. Disclosure of Buyer's Identity: Coleman & Patterson, LLC will not disclose the BUYER's identity as provided by the BROKER on this Agreement.

Agreed and Accepted on agreement date set forth above by:

BROKER/AGENT:

Name: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Broker/Agent's Signature:

BUYER:

Name: _____

Buyer's Signature:



WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I know that entry on properties located at 1325 Kings Rd, Marshall, TX 75672 (Subject Property) is at my own risk. I assume all risks associated with entry, including but not limited to falls, contact with other people, the effects of weather, including high heat and/or humidity, the conditions of the Subject Properties, all such risks being known and appreciated by me.

Waiver: In consideration of being permitted to Subject Properties, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and covenant not to sue the Seller of the Subject Properties, Kevin & Kim Rash (Seller), or the Auction Brokerage Firm, Coleman & Patterson (Brokerage Firm), or either of their officers, employees, agents and volunteers from any and all claims or liabilities including but not limited to personal injury, accidents or illnesses (including death), and property loss due to the negligence of the Seller and Brokerage Firm, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, entry to Subject Properties.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the Seller and Brokerage Firm, and their officers, employees, agents, and volunteers from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in visiting the Subject Properties and to reimburse them for as such expenses incurred by them from my entry to the Subject Properties.

Severability: The undersigned further expressly agrees that the forgoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IMPORTANT: THIS DOCUMENT RELIEVES THE SELLER AND BROKERAGE FIRM AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name

Signature

Date

IABS



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Coleman & Patterson		info@colemanandpatterson.com	979-703-1863
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
David Coleman	530027	david@colemanandpatterson.com	936.661.3411
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0



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CAD & Tax Information (R000006304)

Property ID: R000006304 Geo ID: 00747.00760.00000.000000

**** PROPERTY ALERT ** 2023 value(s) are preliminary and not certified.**

Property Details

Ownership

COLEMAN A TERRELL II & MARCIA

1325 KINGS RD
MARSHALL, TX 75672-4947

Ownership Interest: 1.0000000

45*SE

Available Actions

[**CLICK HERE FOR PDF APPRAISAL NOTICE**](#)

[File Notice of Protest for this Property](#)

Qualified Exemptions

Homestead Exempt

* For property owner confidentiality reasons not all exemption details are available online.

Legal Information

Legal: Acres: 29.200, Abst: 747 A WHETSTONE, HSE

Situs: KINGS RD 1325

Property Valuation History

Values by Year		2023	2022	2021	2020	2019	n/a
Improvements	+	\$535,410	\$495,220	\$441,120	\$440,590	\$440,590	\$0
Land	+	\$204,400	\$116,800	\$100,740	\$12,080	\$12,080	\$0
Production Market	+	\$0	\$0	\$0	\$88,670	\$88,670	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$739,810	\$612,020	\$541,860	\$541,340	\$541,340	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$82,410	\$83,510	\$0
Homestead Cap Loss	-	\$137,310	\$64,290	\$43,920	\$0	\$0	\$0
Total Assessed	=	\$602,500	\$547,730	\$497,940	\$458,930	\$457,830	\$0



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CAD & Tax Information (R000006304)

Improvement / Buildings *Improvement Value: \$535,410*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
101	RES B A	RESB A	2002	4,833	356
102	CP BR A	CARPORT - ATTACHED BRICK HOME	2002	1,025	132
103	PORCH A	PORCH - A CLASS HOME	2002	432	156
104	PORCH A	PORCH - A CLASS HOME	2002	253	68
107	BARN WFLC	BARN WOOD FRAME LOW COST	2002	2,500	200
108	UTIL PFA	UTIL BLDG POLE FR AVG	2002	1,500	160
109	STG D FR	STG BLDG D FR	2002	110	42

Land Details *Market Value: \$204,400* *Production Market Value: \$0* *Production Value: \$0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
RC0020	3.500	152,460	0	0		24,500	0
RC0020	25.700	1,119,492	0	0		179,900	0

Year	Taxing Detail	Base Tax	Paid Tax	Tax Due	*Additional Fees	Late Fees	Amount Due
2022	All applicable taxing entities	\$7,062.51	\$7,062.51	\$0.00	\$0.00	\$0.00	\$0.00
2021	All applicable taxing entities	\$6,938.51	\$6,938.51	\$0.00	\$0.00	\$0.00	\$0.00
2020	All applicable taxing entities	\$6,311.38	\$6,311.38	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due:				\$0.00	\$0.00	\$0.00	\$0.00

View Property Taxes Detail by Entity

* Additional Fees include any applicable penalties and interest, attorney and/or late fees.

Proposed payment date:

CLICK THE RCPT# BELOW FOR PDF RECEIPT

Rcpt #	Payee	Rcpt date	Post date	Amount Paid
001940350	TERRELL COLEMAN	3/17/2023	3/21/2023	\$16,931.19
001866239	TERRELL COLEMAN	11/1/2021	11/2/2021	\$15,417.21
001842125	TERRELL COLEMAN	1/25/2021	1/25/2021	\$12,381.95



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REAL ESTATE

BROKERAGE | MARKETING | AUCTION SERVICES

CAD & Tax Information (R000017515)

Property ID: R000017515 Geo ID: 00747.00610.00000.000000

**** PROPERTY ALERT ** 2023 value(s) are preliminary and not certified.**

Property Details

Ownership

HARDIN TOMA
TERRELL COLEMAN
1325 KINGS RD
MARSHALL, TX 75672-4947

Ownership Interest: 1.0000000

45*SW

Available Actions

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[File Notice of Protest for this Property](#)

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 1.200, Abst: 747 A WHETSTONE, V

Situs: KINGS RD 1095

Property Valuation History

Values by Year		2023	2022	2021	2020	2019	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$27,650	\$25,920	\$16,850	\$14,040	\$14,040	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$27,650	\$25,920	\$16,850	\$14,040	\$14,040	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$27,650	\$25,920	\$16,850	\$14,040	\$14,040	\$0



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CAD & Tax Information (R000017515)

Improvement / Buildings Improvement Value: \$0

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
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Land Details Market Value: \$27,650 Production Market Value: \$0 Production Value: \$0

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
RC0003	1.200	52,272	0	0		27,648	0

Year	Taxing Detail	Base Tax	Paid Tax	Tax Due	*Additional Fees	Late Fees	Amount Due
2022	All applicable taxing entities	\$445.02	\$445.02	\$0.00	\$0.00	\$0.00	\$0.00
2021	All applicable taxing entities	\$306.75	\$306.75	\$0.00	\$0.00	\$0.00	\$0.00
2020	All applicable taxing entities	\$252.50	\$252.50	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due:				\$0.00	\$0.00	\$0.00	\$0.00

View Property Taxes Detail by Entity

* Additional Fees include any applicable penalties and interest, attorney and/or late fees.

Proposed payment date: 5/8/2023

CLICK THE RCPT# BELOW FOR PDF RECEIPT

Rcpt #	Payee	Rcpt date	Post date	Amount Paid
001940350	TERRELL COLEMAN	3/17/2023	3/21/2023	\$16,931.19
001866239	TERRELL COLEMAN	11/1/2021	11/2/2021	\$15,417.21
001842125	TERRELL COLEMAN	1/25/2021	1/25/2021	\$12,381.95



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CAD & Tax Information (R000017651)

Property ID: R000017651 Geo ID: 00747.00590.00000.000000

**** PROPERTY ALERT ** 2023 value(s) are preliminary and not certified.**

Property Details

Ownership

HARDIN TOMA
TERRELL COLEMAN
1325 KINGS RD
MARSHALL, TX 75672-4947

Ownership Interest: 1.0000000

45*SW

Available Actions

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Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 5.530, Abst: 747 A WHETSTONE, V

Situs: KINGS RD 0

Property Valuation History

Values by Year		2023	2022	2021	2020	2019	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$47,010	\$35,950	\$30,420	\$27,650	\$27,650	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$47,010	\$35,950	\$30,420	\$27,650	\$27,650	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$47,010	\$35,950	\$30,420	\$27,650	\$27,650	\$0



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CAD & Tax Information (R000017651)

Improvement / Buildings *Improvement Value: \$0*

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
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Land Details *Market Value: \$47,010* *Production Market Value: \$0* *Production Value: \$0*

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
RC0010	5.530	240,887	0	0		47,005	509

Year	Taxing Detail	Base Tax	Paid Tax	Tax Due	*Additional Fees	Late Fees	Amount Due
2022	All applicable taxing entities	\$617.23	\$617.23	\$0.00	\$0.00	\$0.00	\$0.00
2021	All applicable taxing entities	\$553.78	\$553.78	\$0.00	\$0.00	\$0.00	\$0.00
2020	All applicable taxing entities	\$497.28	\$497.28	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due:				\$0.00	\$0.00	\$0.00	\$0.00

View Property Taxes Detail by Entity

* Additional Fees include any applicable penalties and interest, attorney and/or late fees.

Proposed payment date:

CLICK THE RCPT# BELOW FOR PDF RECEIPT

Rcpt #	Payee	Rcpt date	Post date	Amount Paid
001940350	TERRELL COLEMAN	3/17/2023	3/21/2023	\$16,931.19
001866239	TERRELL COLEMAN	11/1/2021	11/2/2021	\$15,417.21
001842125	TERRELL COLEMAN	1/25/2021	1/25/2021	\$12,381.95



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CAD & Tax Information (R000028522)

Property ID: R000028522 Geo ID: 00747.00400.00000.000000

**** PROPERTY ALERT ** 2023 value(s) are preliminary and not certified.**

Property Details

Ownership

COLEMAN TERRELL
1325 KINGS RD
MARSHALL, TX 75672-4947
Ownership Interest: 1.0000000
45

Available Actions

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Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 3.970, Abst: 747 A WHETSTONE, V

Situs: ROSBOROUGH SPGS RD 3885

Property Valuation History

Values by Year		2023	2022	2021	2020	2019	n/a
Improvements	+	\$0	\$0	\$0	\$16,250	\$16,250	\$0
Land	+	\$34,740	\$29,780	\$23,820	\$19,370	\$19,370	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$34,740	\$29,780	\$23,820	\$35,620	\$35,620	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$34,740	\$29,780	\$23,820	\$35,620	\$35,620	\$0



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CAD & Tax Information (R000028522)

Improvement / Buildings Improvement Value: \$0

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
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Land Details Market Value: \$34,740 Production Market Value: \$0 Production Value: \$0

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
RC0005	3.970	172,933	0	0		34,738	0

Year	Taxing Detail	Base Tax	Paid Tax	Tax Due	*Additional Fees	Late Fees	Amount Due
2022	All applicable taxing entities	\$511.30	\$511.30	\$0.00	\$0.00	\$0.00	\$0.00
2021	All applicable taxing entities	\$433.64	\$433.64	\$0.00	\$0.00	\$0.00	\$0.00
2020	All applicable taxing entities	\$640.61	\$640.61	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due:				\$0.00	\$0.00	\$0.00	\$0.00

View Property Taxes Detail by Entity

* Additional Fees include any applicable penalties and interest, attorney and/or late fees.

Proposed payment date:

CLICK THE RCPT# BELOW FOR PDF RECEIPT

Rcpt #	Payee	Rcpt date	Post date	Amount Paid
001940350	TERRELL COLEMAN	3/17/2023	3/21/2023	\$16,931.19
001866239	TERRELL COLEMAN	11/1/2021	11/2/2021	\$15,417.21
001842125	TERRELL COLEMAN	1/25/2021	1/25/2021	\$12,381.95



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CAD & Tax Information (R000025225)

Property ID: R000025225 Geo ID: 00747.00320.00000.000000

**** PROPERTY ALERT ** 2023 value(s) are preliminary and not certified.**

Property Details

Ownership

ATC FINANCIAL LTD
 2101 E LOOP 281
 LONGVIEW, TX 75605-8401
 Ownership Interest: 1.0000000
 45

Available Actions

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[File Notice of Protest for this Property](#)

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 1.700, Abst: 747 A WHETSTONE, HSE

Situs: ROSBOROUGH SPGS RD 3615

Property Valuation History

Values by Year		2023	2022	2021	2020	2019	n/a
Improvements	+	\$0	\$0	\$0	\$0	\$0	\$0
Land	+	\$32,640	\$30,600	\$19,890	\$16,580	\$16,580	\$0
Production Market	+	\$0	\$0	\$0	\$0	\$0	\$0
Personal	+	\$0	\$0	\$0	\$0	\$0	\$0
Mineral	+	\$0	\$0	\$0	\$0	\$0	\$0
Total Market	=	\$32,640	\$30,600	\$19,890	\$16,580	\$16,580	\$0
Agricultural Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Cap Loss	-	\$0	\$0	\$0	\$0	\$0	\$0
Total Assessed	=	\$32,640	\$30,600	\$19,890	\$16,580	\$16,580	\$0



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CAD & Tax Information (R000025225)

Improvement / Buildings Improvement Value: \$0

Group Sequence	Code	Building Description	Year Built	Square Footage	Perimeter Footage
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Land Details Market Value: \$32,640 Production Market Value: \$0 Production Value: \$0

Land Code	Acres	Sq. Ft.	Front Ft.	Rear Ft.	Depth	Mkt. Value	Prd. Value
RC0003	1.700	74,052	0	0		32,640	0

Year	Taxing Detail	Base Tax	Paid Tax	Tax Due	*Additional Fees	Late Fees	Amount Due
2022	All applicable taxing entities	\$525.37	\$525.37	\$0.00	\$0.00	\$0.00	\$0.00
2021	All applicable taxing entities	\$362.09	\$362.09	\$0.00	\$0.00	\$0.00	\$0.00
2020	All applicable taxing entities	\$298.18	\$298.18	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Due:				\$0.00	\$0.00	\$0.00	\$0.00

View Property Taxes Detail by Entity

* Additional Fees include any applicable penalties and interest, attorney and/or late fees.

Proposed payment date:

CLICK THE RCPT# BELOW FOR PDF RECEIPT

Rcpt #	Payee	Rcpt date	Post date	Amount Paid
001941793	ATC FINANCIAL LTD	4/18/2023	4/20/2023	\$583.16
001893951	CENTRAL TITLE COMPANY	3/24/2022	3/25/2022	\$394.68
001832352	ARC MOTOR COMPANY	12/17/2020	12/22/2020	\$3,654.80



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Terms & Condition

General Information

Coleman & Patterson (herein referred to as Auctioneer), reserves the right to deny or revoke any bidder or buyer (herein sometimes referred to as Buyer or Bidder) at any time, without notice or consent at Auctioneer's sole discretion. Defaulting or fraudulent bidders are responsible for auction commissions, loss of earnest money, collection and/or attorney fees, and may be reported to authorities. Auctioneer reserves the right to add or remove any property from the auction and make alterations to any auction listings or terms & conditions at any time prior to contract signature following bid strike to a Buyer. Properties identified as "Absolute" will be sold to the highest Bidder regardless of price. All other properties will be sold with a reserve and are subject to the Seller's confirmation. Auctioneer at its discretion will have the final say as to disputes among Buyers and Seller. Sale day announcements supersede written terms and conditions.

Auction Registration

All auction participants must be 18 years of age and properly registered in order to bid, buy or sell. Any person buying or selling on behalf of another person or entity must have a valid, legally enforceable, unexpired, recordable power of attorney approved by Auctioneer prior to the auction day, and if applicable, must be licensed to conduct business in the state of Texas. If a Bidder is bidding on behalf of a corporation, the Bidder shall be individually bound until the Bidder presents a corporate resolution prior to closing. The act of bidding is deemed a representation and warranty by the Buyer to the Seller and Auctioneer that prior to bidding, Buyer has read the "Auction Real Estate Sales Contract" in their entirety, including addenda and amendments (collectively sometimes hereafter, "the Purchase Agreements"). If a Bidder has not read and agreed to be bound by these documents, the Bidder should not bid.

Acceptance/Rejection of High Bid

Seller reserve the right to accept or reject any offers at Seller's sole discretion, regardless of the manner in which the bid offers are received. High bids will be held for up to seven (7) business days while the Seller evaluates the bid offer and communicates the Seller's decision about the bid back to Auctioneer. No bid offer shall be deemed fully accepted until the "Real Estate Auction Sales Contract", is fully signed by Seller and Buyer.

High Bidder Requirements – The high Bidder(s) will execute the Purchase Agreements immediately following the auction. 10% of hammer price per lot won shall be the required Earnest Money, whichever is higher. All Earnest Money is due with Bidders submission of a fully executed Purchase Agreement. If the amount of the Earnest Money is greater than \$10,000, Bidder shall provide a negotiable personal check or wire funds to make up the balance immediately following the auction, at the auction location. If amount is less than \$10,000, Auctioneer will retain the cashier check or wire as earnest money deposit for the purchase.

Successful Bidders

All Bidders must be prepared to pay a five percent (5%) buyer's premium ("Premium") in addition to the final high bid amount, equaling the properties Total Contract Price. A successful Bidder must, 1.) Complete an "Auction Real Estate Sales Contract", immediately following the auction. 2.) Submit 10% of hammer price per lot won as Earnest Money in the form of a cashiers' check, with balance over \$10,000 in the form of personal check or wire. 3.) Close on the purchase within thirty (30) days of the auction. If a high bid is not accepted by the Seller, all Earnest Money will be promptly refunded. All properties are sold with cash settlement, are NOT CONTINGENT UPON FINANCING.

Buyer's Premium

A five percent (5%) Buyer's Premium fee added to the final bid amount on each property sold. The Premium will not be included while bidding on property during the auction. If a high bid amount is accepted by the Seller, the Contract Price inclusive of Premium will be added in the sales price on the "Auction Real Estate Sales Contract". The buyer's premium must be added to the final bid amount to arrive at the Total Contract Price to be paid by the successful bidder.



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Auction Real Estate Sales Contract

The successful confirmed Bidder for each property shall execute an "Auction Real Estate Sales Contract" (including all related Addenda) for the applicable auctioned property immediately after being declared the successful Bidder by the Auctioneer. A sample of said documents will be available for review at the auction and may be requested prior to auction for preview. The fully executed Purchase Agreements shall prevail over all terms and conditions of the sale and constitute the entire agreement between the Bidder/Buyer and the Seller. No changes or modifications to the terms and conditions of the Purchase Agreements will be permitted. Failure to execute the Purchase Agreements and to deliver all Earnest Money as provided above following the auction allows Seller the right to declare the Bidder's rights forfeited.

Closing

All properties must close on or before thirty (30) days after the auction and the Earnest Money Deposit shall be in U.S. funds and shall be held in escrow or with title company's Closing Agent pending completion of necessary closing procedures, after which the Buyer shall be granted possession of the Property subject to any matters contained in the title commitment and the Purchase Agreements. All Bidders should engage independent legal counsel to examine the commitment for title insurance and all other matters referred to herein affecting the state of title of Properties upon which they intend to bid. SELLER AND AUCTIONEER MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE STATE OF TITLE OF ANY OF THE PROPERTIES, THE TITLE COMPANY, OR OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COMMITMENT FOR TITLE INSURANCE. THE OWNER'S TITLE INSURANCE POLICY WILL BE PAID FOR BY THE SELLER. NO TITLE INSURANCE OR OPINION OF TITLE WILL BE PROVIDED ON ANY MINERAL ESTATE PROPERTY SOLD IN THE AUCTION. SELLER IS ALSO RESPONSIBLE FOR ALL BACK TAXES, ENCUMBRANCES, AND LIENS ON THE PROPERTY, INCLUDING AD VALOREM TAXES (BUT EXCEPTING ANY ROLLBACK TAXES) AND CONDO FEES. ANY BUYER THAT DOES NOT CLOSE WITHIN THE THIRTY (30) DAY CONTRACTUAL TIME PERIOD MAY FORFEIT EARNEST MONEY DEPOSIT.

Cooperating Broker

If a Buyer's Broker/Agent ("Agent") is properly registered with the Auctioneer, such Agent shall be paid a commission of two percent (2%) of the successful bid price (not including the Buyer's Premium) by the AUCTIONEER. To qualify for a commission, the Buyer's Agent must be named in writing by registrant no later than the day prior to the auction date. In addition, the Agent is required to 1. Review the "Terms and Conditions" and the Purchase Agreements with the Bidder. 2. Professionally assist the bidder by providing information. 3. Assist the successful bidder with closing. A Buyer Broker/Agent commission will not be deemed earned or payable unless until closing and funding of the sale of the applicable property.

BROKER REGISTRATION – Brokers must complete a written registration of their buyer prior to auction day. Broker registration will not be allowed on auction day or thereafter. Broker will not be compensated unless Broker has registered their Buyer no later than 5pm on June 1st, the day prior to the auction close. Contact our office at 1-888-300-0005 for information.

There will be no exceptions and no oral registrations will be accepted. If for any reason whatsoever (including the default of any party hereto), the Closing hereunder does not occur or if any of the previous steps have been omitted, the Buyer's Broker will not be paid a commission.

Real Property Inspection

Auctioneer strongly recommends that Bidders personally view and research each Property prior to bidding. All Properties sell "AS IS - WHERE IS" with NO WARRANTIES either expressed or implied. All Properties will be sold and conveyed by SPECIAL WARRANTY DEED. It is the Buyer's sole responsibility to: a) perform all inspections (legal, environmental, economic or otherwise) of the Property and to be satisfied as to each Properties condition prior to bidding; b) review all property



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satisfied as to each Properties condition prior to bidding; b) review all property information and due diligence materials; c) independently verify any information deemed important including information available in public records; and d) inquire of public officials as to the applicability of and compliance with land use and environmental laws, zoning, building, health & safety codes and ordinances and any other local, state or federal laws and regulations. All information contained in Auctioneer's website and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps used for promotion, environmental conditions, taxes, and the like, was provided by or on behalf of the Seller and is believed to be correct; HOWEVER, NEITHER THE SELLER NOR THE AUCTIONEER MAKES ANY PROMISE, REPRESENTATION, GUARANTEE, OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. The Seller and Auctioneer do not have any liability whatsoever for any oral or written representation, warrants or agreements relating to any of the Property except as expressly set forth in the Purchase Agreements. There is no obligation on the part of Seller or Auctioneer to update any information. Buyer and Buyer's Broker shall be responsible for verifying all acreage and square footage amounts.

Disclaimer

BIDDERS ARE ADVISED TO INDEPENDENTLY VERIFY ALL INFORMATION THEY DEEM IMPORTANT. EACH PROPERTY IS BEING SOLD "AS-IS, WHERE-IS" AND WITH "ALL FAULTS" WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE. THE SELLER AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND WILL NOT MAKE, AND HEREBY DISCLAIM, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO ITS VALUE, CONDITION, ACREAGE, SQUARE FOOTAGE, STATE OF REPAIR, STRUCTURAL INTEGRITY, HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKET ABILITY, OPERABILITY, VISIBILITY, ZONING OR SUBDIVISION REGULATIONS, MINERAL RIGHTS, ENVIRONMENTAL CONDITION OR FITNESS FOR A PARTICULAR USE OR PURPOSE. SELLER HAS NOT MADE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE. NO GUARANTEES ARE GIVEN AS TO THE AVAILABILITY OF UTILITIES OR ACCESSES, OR THE PERMITTED OR ALLOWABLE USES OF THE PROPERTY.

Buyer agrees to take full responsibility of investigating the Property and not rely on any information provided or to be provided by Seller or Broker or Auctioneer. Buyer further acknowledges and agrees that any information provided by or on behalf of Seller with respect to the Property including, without limitation, all information contained in any property information package previously made available to Buyer by Seller, Auctioneer, and Agent was obtained from a variety of sources and that seller and broker and auctioneer have not made any independent investigations or verification of such information and make no representation as to the accuracy or completeness of such information. Bidder/Buyer acknowledges that Auctioneer reserves the right to bid on behalf of the Seller at Auctioneer's sole discretion. Neither the Seller, its attorneys, any broker, nor the Auctioneer, shall be liable for any relief including damages, rescission, reformation, allowance or adjustments based on the failure of the Property to meet Buyer's expectations, or condition to conform to any specific standard or expectation, or any third party documents or information. Seller makes no representations or warranties as to soil stability, past soil repairs, susceptibility to landslides, earthquakes, or flood, sufficiency of undershoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon.

Auctioneers Agency Disclosure

The Auctioneer is acting as the agent for Seller and has negotiated and signed a separate agreement with the Seller.



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Sample Contract

AUCTION REAL ESTATE SALES CONTRACT

THIS AUCTION REAL ESTATE SALES CONTRACT (this "Contract"), by and between _____ ("Seller") whose address is _____ and, ("Buyer"). The "Effective Date" of this Contract shall be the date the Contract is executed by Seller.

1. **AGREEMENT TO PURCHASE.** In consideration of the Total Contract Price identified in paragraph 1 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes more commonly known as _____ (the "Property"). The Property does not include any other real estate or items of tangible or intangible personal property owned by Seller.

High Bid Price	\$ _____
Buyer's Premium (5% or \$1,500 whichever is greater) (+)	\$ _____
Total Contract Price	\$ _____
Earlact Bond Deposit	\$ _____
Balance of Purchase Price -Due at Closing	\$ _____

SAMPLE

2. **CLOSING.** Closing shall take place at _____ ("Title Company"), the address of which is _____ on or before _____ (the "Closing Date"). At Closing, Seller shall deliver to Buyer a General Warranty Deed, which shall convey fee simple title to the Property subject to those matters contained in the Title Commitment and the Sales Contract. Possession of the property shall be granted at closing and funding. Time is of the essence in this Contract. If seller is unable to close on the Closing Date, the Closing Date shall be automatically extended up to fourteen (14) days; and such inability of Seller to deliver title to Buyer as required in this Agreement at or prior to the Closing Date, shall be deemed no fault of Seller.

3. **TAXES AND OTHER PRORATIONS.** The current year's Property Taxes shall be prorated between the Seller and Buyer at Closing. All back taxes if any, shall be the responsibility of the Seller. If applicable, Buyer shall be responsible and hold Seller harmless for the payment of any "Roll Back" taxes resulting from the purchase and sale of the Property.

4. **CLOSING COSTS.**

a. **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the General Warranty Deed, costs relating to tax certificates, 1/2 of escrow fees, the premium for the Owner's Policy of Title Insurance, and overnight courier fees on behalf of the Seller.

b. **Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the deed, overnight courier fees on behalf of the Buyer, 1/2 of escrow fees, the cost of the survey, if any, the cost of the Mortgagee's Policy of Title Insurance and all additional fees related to any loan obtained by Buyer.

Seller's Initials

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Auction Real Estate Sales Contract

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Buyer's Initials



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Sample Contract

5. TERMS. At Closing, Buyer shall pay the balance of the Total Contract Price in cash or cash equivalents. The Earnest Money will be applied against the balance due from Buyer. THIS SALE IS NOT CONTINGENT UPON FINANCING. BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THE CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.

6. _____ Sellers Initials / _____ Buyers Initials
EARNEST MONEY AND TITLE COMPANY. Buyer and Seller hereby acknowledge and agree that Title Company shall hold and deliver the Earnest Money in accordance with the terms and conditions of this Contract. The seller is the only signature required for the release of earnest money, and the closing Title Company shall be relieved of all liability and held harmless by both Seller and Buyer in the event Title Company makes a disbursement of the Earnest Money in accordance with the terms and provisions of this Contract. Title Company shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Title Company's duties hereunder provided that Title Company acts in good faith and without gross negligence in the discharge of said duties.

7. DISCLAIMER OF WARRANTIES

a. Buyer warrants and acknowledges and agrees with Seller and Coleman & Patterson, LLC ("Auctioneer") that Buyer is purchasing the Property in an "AS-IS" condition "WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any kind, nature, or type whatsoever on behalf of the Seller, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. Buyer acknowledges to and agrees with Seller and Auctioneer that with respect to the Property, Seller and Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, any warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the property.

c. Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the property. Buyer acknowledges that Buyer has been given ample access to the Property and opportunity to conduct all inspections, testing, and investigation of the Property and its condition that Buyer desires to conduct. Buyer acknowledges that Buyer has executed this contract based solely on Buyer's own independent due diligence investigations and findings, and not in reliance on any information provided by Seller or Auctioneer or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, document, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, (whether expressed or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Auctioneer.

d. Buyer shall look only to Seller, and not to Auctioneer, as to all matters regarding this Agreement and the Property. Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close title hereunder.

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e. Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller and Auctioneer with respect to the condition of the Property, either patent or latent.

8. **PROPERTY INSPECTION.** It is the Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information they deem important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Auctioneer harmless against all liability, damage, cost or expense incurred, directly or indirectly by Seller, as a result of Buyer's inspection, examination, or survey of the Property, either prior to or after the date hereof. The indemnification includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This provision shall survive the Closing and any termination of this Contract.

9. **TITLE.** Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the owner's policy of title insurance, including all matters that would be disclosed by a current and accurate survey map of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property and reflected in the title commitment for property; (v) rights and claims of parties in possession; (vi) all mineral and royalty conveyances and reservations by Seller or Seller's predecessors in title and reflected in the title commitment for property and (vii) all other title exceptions referenced in the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Exceptions"). Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph 9, shall also be deemed Permitted Title Exceptions.

Other Permitted Exceptions:

10. **BUYER ACKNOWLEDGMENTS.** Buyer acknowledges and agrees that:

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- a. Maps and depictions included in the marketing material for the auction are for illustration purposes only and neither Seller, nor Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- b. Any fencing situated on the Property is not necessarily an indication of the property boundary.
- c. The Buyer shall be responsible for their own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- d. The Property is selling subject to restrictive covenants and easements as shown in the Title Commitment and the Survey.
- e. No minerals or royalties or other economic benefits from lease will convey.

11. **TITLE DEFECTS.** If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or prior to the Closing a new defect in title is disclosed by an updated endorsement to the Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the date of discovery of such defect in title, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to Seller, this Contract shall be terminated without liability to either party and the Earnest Money Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) days to attempt to cure any such defect in title.

12. **COMMISSIONS.**

a. **Brokerage.** In the event Buyer has retained a Buyer's Broker, the Buyer's Broker must have performed all requirements of the Auctioneer. Failure to properly register or comply with the provisions of the broker guidelines as determined by Auctioneer will disqualify the Buyer's Broker from receiving any commission.

b. **Brokerage Commission.** If the Buyer's Broker is properly registered with the Auctioneer, then at Closing, the Buyer's Broker shall be paid a commission of Two Percent (2.00%) of the High Bid Price as specified in Paragraph 1 herein. If for any reason whatsoever (including the default of any party hereto), the Closing hereunder does not occur, then no commission shall be due and payable to Buyer's Broker.

c. **Agency Disclosure.** Auctioneer has acted as agent for the Seller in this transaction and has completed a separate written agreement between Seller and Auctioneer.

13. **BREACH OF CONTRACT BY SELLER.** If Seller defaults in the performance of any of its obligations pursuant to this Contract, and Closing fails to occur by reason thereof, Buyer may terminate this Contract and receive the Earnest Money Deposit, or seek specific performance of this Agreement. In no event

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shall Seller or Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

14. **BREACH OF CONTRACT BY BUYER.** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Earnest Money Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Earnest Money Deposit held by Seller or Title Company shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

15. **CASUALTY.** Except as herein provided, all risk of loss with respect to damage to the Property shall be borne by Seller until the Date of Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract, in which event the Earnest Money Deposit shall be returned to Buyer as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

16. **NOTICES.** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivery by a courier service to the addresses set forth next to the signature of each party below. A copy of all notices given hereunder shall be delivered to Auctioneer and Closing Agent.

17. **WAIVER.** No failure or delay on the part of Seller in exercising any right of Seller nor any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

18. **ENTIRE AGREEMENT; AMENDMENT.** This written Contract and the Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.

19. **SEVERABILITY.** The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision set forth herein.

20. **ASSIGNMENT.** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

21. **BINDING EFFECT.** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and assigns.

22. **COUNTERPARTS.** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

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23. ACKNOWLEDGMENT. Buyer certifies that he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is purchasing the Property on behalf of a for-profit entity, non-profit organization, or public agency, the Buyer is executing this Contract on behalf of such entity and Buyer certifies to Seller that Buyer has the authority to execute this Contract on behalf of such entity, and that such entity shall be bound by the matters contained herein.

24. ARBITRATION OF DISPUTES. Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of or relating to this Contract or any resulting transaction (including any dispute regarding whether this arbitration clause is enforceable or applicable) shall be decided by a neutral, binding arbitration and not by court action, except as provided by Texas law for judicial enforcement or review of arbitration decisions. The arbitration shall be heard by one arbitrator and conducted by and in accordance with the commercial arbitration rules of Judicial Arbitration And Mediation Services, Inc. or its successor. Arbitration fees, including the fees and expenses of the arbitrator, shall be divided equally among the parties involved.

25. ATTACHMENTS. The following Attachments/Exhibits are attached hereto and fully incorporated herein by reference for all parties:

Exhibit A (Legal Description of the Property)

Acres: 0.168, Lot: 35H, Subd: OL SW, CH

Acres: 0.155, Lot: 35G, Subd: OL SW, V

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IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year set forth below .

BUYER:

X _____ Date: _____

Print Name:

Phone No. _____
(C) _____

Email Address:

X _____ Date: _____

Print Name:

Phone No. (H) _____
(C) _____

Email Address:

SELLER:

X _____ Date: _____

Print Name: _____

Phone No. (W) _____
(C) _____

Email Address:

X _____ Date: _____

Print Name: _____

Phone No. (W) _____
(C) _____

Email Address:

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BROKER INFORMATION AND RATIFICATION OF FEE

Auctioneer shall pay Buyer's Broker a commission equal to 2% of the Contract Price.

Buyer Agent Signature:

Buyer Broker Firm _____

License No. _____

Listing Broker
Coleman & Patterson

License No.
530027

Associate's Name _____

License No. _____

Buyer Broker's Address _____

Broker's Address
P. O. Box 995
Madisonville, TX 77864
Telephone: 979-703-1863
Email: david@colemanandpatterson.com

Telephone: _____
Email: _____

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CONTRACT AND EARNEST MONEY RECEIPT

On behalf of Coleman & Patterson, I receipt the following in Earnest Money to be forwarded to the above referenced Title/Closing Company upon full execution of the Agreement by all parties.

\$ _____ Cashiers Check/Certified Funds Check # _____
\$ _____ Personal/Company Check # _____
\$ _____ Cash

By: _____
Coleman & Patterson Representative

Receipt of [] Contract and [] \$ _____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____
By: _____
Address: _____
City _____ State _____ Zip _____

Date: _____
Email Address: _____
Telephone: (____) _____
Facsimile: (____) _____

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