MORTGAGE'S AUCTION

PROPERTY INFORMATION PACKAGE

13 Homes & 1 Lot in Savannah Area Saturday, April 25 at 11:00 a.m. Properties 101-114 sell from the Rice Hope Clubhouse



ALSO SELLING HOME ON TYBEE ISLAND SATURDAY, APRIL 25 AT 4:00 P.M. PROPERTY 115 SELLS ON-SITE





johndixon.com

800.479.1763

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Setting the standard in professionalism.

To: Prospective Bidders

From: John L. Dixon

Subject: 13 Homes and 1 Lot in Savannah Area Selling at 11:00 a.m.

Also Selling Home on Tybee Island at 4:00 p.m.

This property information package has been prepared to assist you in your pre-auction due diligence. Please carefully review the disclaimer and the auction terms. A copy of both sale contracts have been included for your review.

John Dixon & Associates is pleased to have been chosen to conduct the auction of these exceptional properties. We encourage and invite you to attend, as an auction of this quality and magnitude presents an unusual opportunity. Please call us with any questions and plan to attend this important auction event, ready to buy at your price.

JLD:df

DISCLAIMER

Seller reserves the right to add or delete property, reject any bid and/or cancel the sale. The property will be conveyed by **Limited Warranty Deed.** The property will sell "as-is, where-is" with no warranty, express or implied, as to improvements, soil condition, environmental and wetlands, or zoning. No personal property conveyed with real estate unless denoted in contract. Information contained herein was obtained from sources deemed reliable. Although every precaution has been taken to ensure accuracy, neither the seller, John Dixon & Associates nor their agents will be responsible for any errors or omissions herein. Bidders should carefully verify all information and make their own decisions as to the accuracy thereof before submitting their bid.

AGENCY DISCLOSURE

John Dixon & Associates, with John L. Dixon as principal broker and auctioneer, is hereby giving notice that they are agents and representatives of the owner/seller of the property described in this property information package.

ATTORNEY REVIEW RECOMMENDED

It is recommended that all information included in this property information package and all other auction-related material be carefully reviewed by your attorney. Additionally, all terms and procedures are subject to and may be superseded by changes distributed to bidders prior to the auction. The property is being sold on an "as-is, where-is" basis with all faults, and seller makes no representations or warranties except for the warranty of title set forth in the **Limited Warranty Deed** to be delivered to the purchaser at closing.

PROPERTY INSPECTION

John Dixon & Associates' representatives will be on duty at the Rice Hope properties on Saturday & Sunday, April 18 & 19 and Friday, April 24, 10 a.m. until 4 p.m at Tybee Island home on Saturday & Sunday, April 18 & 19 and Friday, April 24, 1 p.m. until 3 p.m or by appointment. Your complete inspection, as well as the inspection of the properties by your professionals, prior to the auction is encouraged. Those inspecting the properties assume all risks associated with any inspection of the properties. Signs, arrows and tract signs will show property to be sold.

GENERAL INFORMATION

PROPERTIES 101-114

The Rice Hope Community is located just minutes from downtown Savannah in historic Port Wentworth which was named for Lady Wentworth of England. It is steeped in tradition, environment and resources. Founded in 1733 and incorporated in 1957, its history arises out of the native Indian tribes and first settlers of the Trust Colony of Georgia. Rice Hope is a master planned community. The community has plans for future retail shops, commercial services and a variety of home styles, such as garden apartments, townhomes and single family residences. The community features an array of amenities such as lakes, large pool, sidewalks, playgrounds and community parks. Rice Hope is conveniently located on GA 21

about one mile west of Interstate 95. The properties offered in this auction are some of the best ever offered at Rice Hope and this auction will afford you the opportunity to purchase at wholesale-and-below during this temporary slowdown in real estate sales. Be prepared to buy at the price you set on Saturday, April 25 at 11:00 a.m.





HOA Dues

Includes yard maintenance, telephone, cable, high-speed internet and access to all amenities.

One-time initiation fee of \$500 Homes: \$280 per month Townhomes: \$232 per month

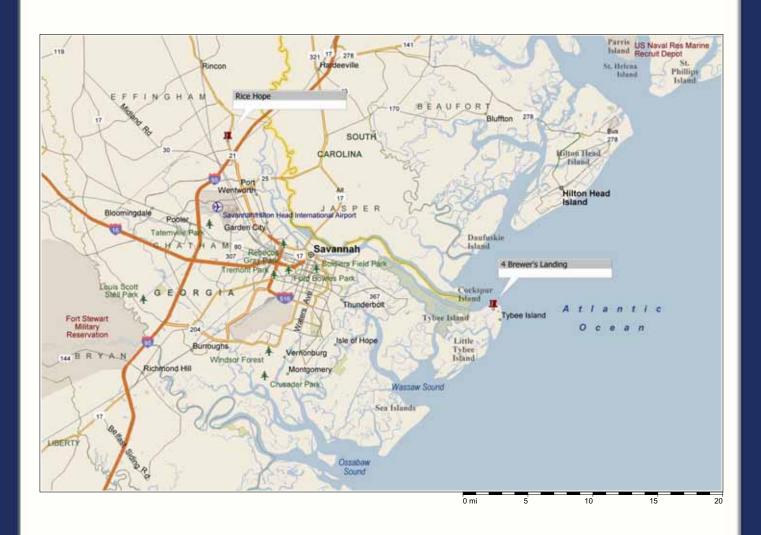
The Declaration of Covenants, Conditions and Restrictions for Rice Hope can be found on johndixon.com.

ALSO SELLING AT 4:00 P.M. PROPERTY 115 Three Bedroom, Three Bath Home on Tybee Island, Georgia

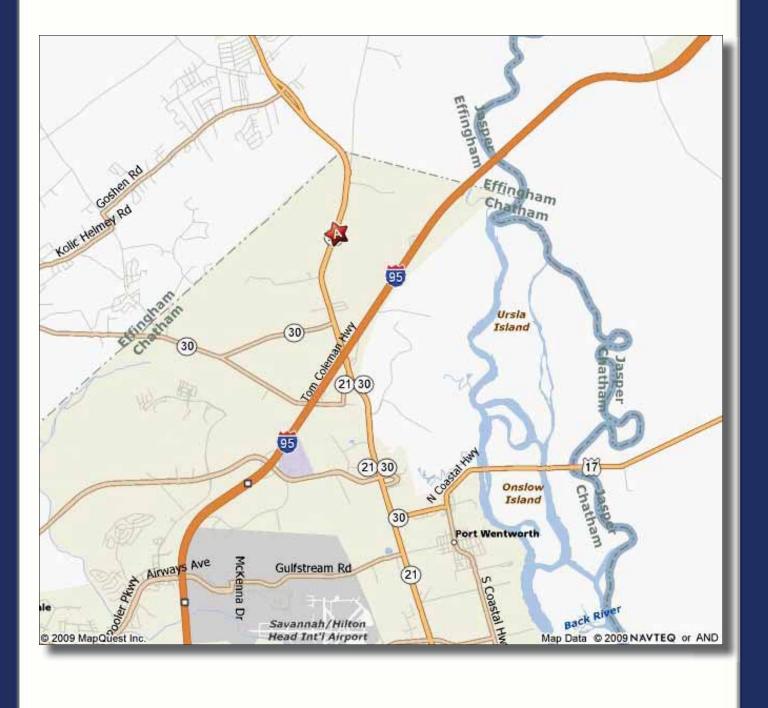


Also selling at auction on Saturday at 4:00 p.m. is a three-bedroom, three and one-half bath luxury home on Tybee Island (Property 115). The home, located at #4 Brewer's Landing, Tybee Island, offers a quiet cul-de-sac location with marsh views and beautiful homes; a place where you can enjoy true coastal living only minutes from the ocean. From Savannah, travel Highway 80E onto Tybee Island. Turn left on Polk Street and arrive at Brewer's Landing on the right.

Savannah Area Vicinity Map



Rice Hope Vicinity Map



524 Flat Rock Trace, Rice Hope Community Lot 201, Port Wentworth, Georgia



Description 4-bedrooms /2.5-baths

2008 Taxes \$2,641.53

Lot Size 5,035 square feet or 0.116 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Black Whirlpool appliances; utility sink in garage; large bonus room upstairs

with balcony; master downstairs; corner lot.

145 Moonlight Trail, Rice Hope Community Lot 255, Port Wentworth, Georgia



Description 4-bedrooms /2.5-baths

2008 Taxes \$2,641.53

Lot Size 3,892 square feet or 0.089 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Black Whirlpool appliances; large bonus room upstairs with balcony; lot backs

up to woods.

221 Clearwater Circle, Rice Hope Community Lot 86, Port Wentworth, Georgia



Description 4-bedrooms /3.5-baths

2008 Taxes \$3,070.35

Lot Size 5,005 square feet or 0.115 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Black Whirlpool appliances, upstairs balcony

225 Clearwater Circle, Rice Hope Community Lot 84, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$3,018.89

Lot Size 5,000 square feet or 0.115 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Stainless steel Kenmore appliances, upstairs balcony.

229 Clearwater Circle, Rice Hope Community Lot 82, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$2,481.44

Lot Size 5,248 square feet or 0.120 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Ranch, stainless steel appliances.

237 Clearwater Circle, Rice Hope Community Lot 78, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$3,013.17

Lot Size 5,000 square feet or 0.115 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Stainless steel appliances; fireplace, upstairs balcony

239 Clearwater Circle, Rice Hope Community Lot 77, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$3,081.79

Lot Size 5,000 square feet or 0.115 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Stainless steel Whirlpool appliances, large bonus room upstairs.

241 Clearwater Circle, Rice Hope Community Lot 76, Port Wentworth, Georgia



Description 2-bedrooms /2-baths

Square Feet 1,943

2008 Taxes \$2,470

Lot Size 5,000 square feet or 0.115 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Ranch, black Whirlpool appliances, office.

243 Clearwater Circle, Rice Hope Community Lot 75, Port Wentworth, Georgia







Description 3-bedrooms /2.5-baths

2008 Taxes \$3,007.45

Lot Size 5,000 square feet or 0.115 acres

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Wraparound porch upstairs, stainless steel Kenmore appliances.

39 Moonlight Trail, Rice Hope Community Lot 316, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$1,658.11

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Stainless steel Kenmore appliances; washer and dryer; 2" faux blinds;

upstairs balcony.

37 Moonlight Trail, Rice Hope Community Lot 317, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$1,738.15

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Stainless steel Whirlpool appliances; Kenmore washer and dryer;

2" faux blinds.

35 Moonlight Trail, Rice Hope Community Lot 318, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$1,618.08

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

Friday, April 24, 10 a.m. until 4 p.m

Comments Black Whirlpool appliances; Kenmore washer and dryer; 2" faux blinds.

31 Moonlight Trail, Rice Hope Community Lot 320, Port Wentworth, Georgia



Description 3-bedrooms /2.5-baths

2008 Taxes \$1,680.97

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 10 a.m. until 4 p.m.

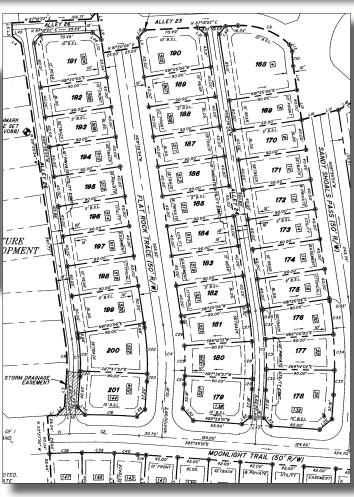
Friday, April 24, 10 a.m. until 4 p.m

Comments Black Whirlpool appliances; Kenmore washer and dryer; fireplace,

2" faux blinds.

522 Flat Rock Trace, Rice Hope Community Lot #200, Port Wentworth, Georgia





Lot Size 5,276 square feet (0.121 acres), vacant residential lot

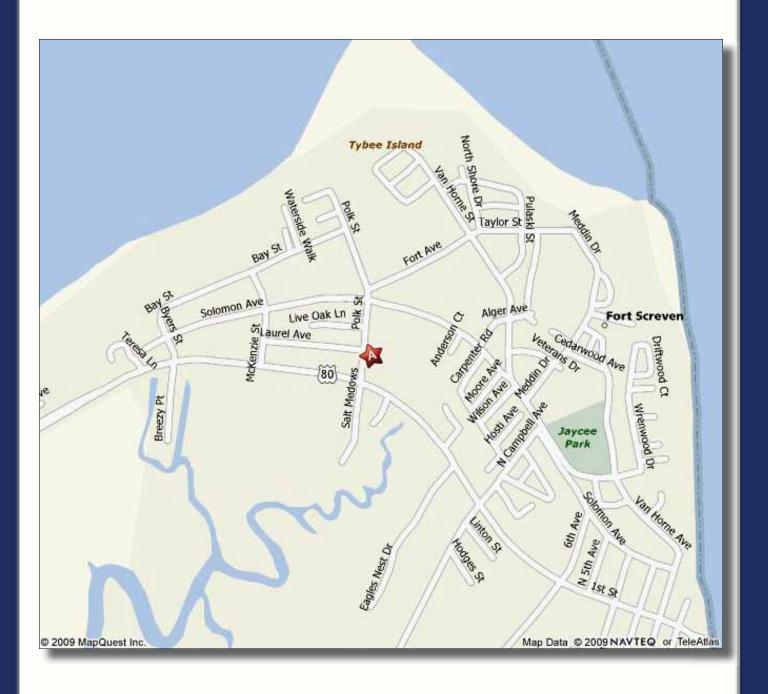
2008 Taxes \$571.76

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Anytime at your own risk.

Comments Vacant residential building lot.

Tybee Island Vicinity Map



ON-SITE AUCTION, 4:00 P.M., TYBEE ISLAND Luxury Home, #4 Brewer's Landing, Tybee Island, Georgia



Description 3-bedrooms /3.5-baths

Year Built 2002

2008 Taxes \$5,747.07

Terms Pay 10% down at the auction, balance in 30 days at closing.

Inspection Saturday & Sunday, April 18 & 19; 1 p.m. until 3 p.m.

Friday, April 24, 1 p.m. until 3 p.m

Comments Quiet cul-de-sac location with marsh views and beautiful homes;

three-car garage; large deck and porches; central vacuum; fireplace;

only minutes from the ocean.

TERMS & CONDITIONS

AUCTION LOCATIONS: The 11:00 a.m. auction will be held at the Rice Hope Clubhouse. From downtown Savannah, take I-16 west to I-95 north, proceed to exit #109, GA Highway 21 and proceed west approximately 1 mile to Rice Hope on your right. The auction for properties 101 thru 114 will be sold at this auction. At 4:00 p.m. the auction for the home in Brewer's Landing, Tybee Island, Property 115 will be held on site.

INSPECTION: The properties will be available for inspection during the following open-house showings. Rice Hope: April 18, 19 & 24 from 10:00 a.m. until 4:00 p.m. Tybee Island: April 18, 19 & 24 from 1:00 p.m. until 3:00 p.m.

TERMS: Pay 10% down of the purchase price at the auction. Balance will be paid in full at closing to be held within 30 days. A copy of the sale contract may be reviewed prior to the auction by contacting the auctioneer.

FINANCING AVAILABLE: Call Lisa Lively with First Chatham Bank 912.754.2036 for details.

BUYER'S PREMIUM: A 10% buyer's premium will be added to the high bid. Example: For each \$10,000, a 10% buyer's premium of \$1,000 will be added to arrive at the total purchase price of \$11,000.

CLOSINGS: Balance of the purchase price is due on or before Tuesday, May 26, 2009.

CLOSINGATTORNEY: Closings will be conducted by Will Ronning with Bouhan, Williams & Levy LLP (912.236.2491). Deed preparation and attorney's fees will be paid by the seller; all other normal closing costs will be paid by the purchaser. Taxes will be prorated as of date of closing. Title insurance shall be at purchaser's expense.

BROKER PARTICIPATION: A 2% commission of the high bid before adding buyer's premium will be paid to any qualified Georgia licensed real estate broker whose prospect is the successful bidder at the auction and closes on the property. To qualify for a commission, the broker must first register the prospect by mail, deliver by hand or fax the prospect's name and address on John Dixon &Associates' broker registration form. The registration must include the signature of the prospective purchaser, the signature of the broker and the broker's real estate license number. The registration must be received at 200 Cobb

Parkway North, Suite 120, Marietta, Georgia 30062, Attention: John Dixon, no later than 4:00 p.m. on Friday, April 24, 2009. Broker registration may be faxed to 770.425.4413. UNDER NO CIRCUMSTANCES WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. In addition, to qualify for a commission, the broker must attend the auction with the prospect. Commissions will be paid only if property closes. A commission on a property will be paid only to the first broker registering a prospect. A BROKER CANNOTACTAS A PRINCIPALAND BROKER ON THE SAME TRANSACTION. You may download a broker participation form from johndixon.com.

AGENCY: John Dixon & Associates, auctioneer/broker, is acting exclusively as agent for the seller.

SPECIAL NOTE: Property is selling "as-is, whereis" with all faults and is selling subject to easements, leases, restrictions, covenants, conditions, zoning and all other matters revealed by a current survey or an inspection of the property or contained in public records. The only representation and warranties made are those contained in the Contract of Sale. Seller reserves the right to add or delete property, reject any bid and/or cancel the sale. Properties will be conveyed by Limited Warranty Deed. Information contained herein was obtained from sources deemed reliable. The seller and their agents reserve the right to place bids on the property up to seller's reserve, if desired, at their sole discretion. The property will sell "as-is, where-is" with no warranty, express or implied, as to improvements, soil condition, environmental and wetlands, or zoning. No personal property conveyed with real estate unless denoted in contract. Although every precaution has been taken to ensure accuracy, neither the seller, John Dixon & Associates nor their agents will be responsible for any errors or omissions herein. Bidders should carefully verify all information and make their own decisions as to the accuracy thereof before submitting their bid. The terms of the Contract of Sale are controlling in the event of any perceived inconsistency between its terms and any statements in this brochure or other advertisement. Announcements made at the auction will take precedence over written matters.

GAL#2034 04/09

CONTRACT FOR RICE HOPE SUBDIVISION



200 Cobb Parkway North, Suite 120 Marietta, Georgia 30062 phone: 770.425.1141 fax: 770.425.4413

(SAMPLE) AUCTION REAL ESTATE SALES CONTRACT CHATHAM COUNTY, GEORGIA • APRIL 25, 2009

As a result of the efforts of **JOHN DIXON & ASSOCIATES**, **INC.**, hereinafter referred to as "Auctioneer," the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in **Chatham County**, **Georgia**, collectively hereinafter referred to as the "Property," identified as Tax ID:7-0906A-05-017 located in the Rice Hope Plantation at 225 Clearwater Circle, Port Wentworth, Georgia and more particularly described on Exhibit "A" attached hereto and by reference incorporated herein.

OUTLINE OF FINANCIAL TERMS OF SALE		
High Bid	=	
Buyer's Premium (10%)	+	
Purchase Price	ss	
Earnest Money (10%)		
Balance Due at Closing	ss	

At the time the sale is consummated Seller agrees to convey good and marketable title to said Property to Purchaser by Limited Warranty Deed, subject only to (1) zoning ordinances affecting said Property, (2) general utility easements of record servicing said Property, (3) matters affecting said Property and which are recorded in the Superior Court Clerk's Office of Chatham County or other public records, (4) any and all defects, restrictions, easements or other matters which would be disclosed by an examination of the title to the Property, and any and all matters which would be disclosed by an accurate survey of the Property, (5) subdivision restrictions of record, and (6) leases if any currently in effect.

Purchaser shall have reasonable time after date hereof in which to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and, if Seller fails to satisfy such valid objections within a reasonable time, then at the option of Purchaser, evidenced by written notice to Seller, this contract shall be null and void, and Purchaser's earnest money shall be returned.

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.

Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear accepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.

Commission is to be paid to Auctioneer pursuant to and in accordance with that certain agreement between Auctioneer and Seller regarding authorization and compensation, and to Broker, if any, pursuant to the auction sales brochure relative to the subject Property, which documents are incorporated herein by reference.

Special Stipulations

- Real estate taxes and HOA dues on the Property shall be prorated as of the date of closing.
- Sale shall be closed on or before Tuesday, May 26, 2009. Closings shall be performed by Attorney William Ronning with Bouhan, Williams & Levy, LLP (912-236-2491). Deed preparation and attorney's fees will be split 50/50 between Seller and Purchaser; all other normal closing costs will be paid by the customary party. Title insurance will be available to the Purchaser and at the expense of the Purchaser.
- 3. Purchaser has received a copy of the Declaration of Covenants, Conditions and Restrictions for Rice Hope attached hereto and made a part hereof as Exhibit "B."
- 4. Possession of the Property shall be granted by Seller to Purchaser no later than the date of closing.
- Property is sold "as is" and Seller makes no warranty as to easements, leases, restrictions, covenants, conditions, zoning and all other matters revealed by a current survey or an inspection of the Property or contained in public records.
- 6. Seller may extend contract for thirty (30) days.
- 7. John Dixon & Associates, auctioneer/broker, are acting exclusively as agent for the Seller and do not represent the Purchaser.
- 8. Time is of the essence.
- Should Purchaser fail to perform on any of the terms and conditions of this contract, Seller may seek specific performance and all reasonable attorneys' fees shall be paid by the defaulting party.
- 10. The property is being sold in its "AS IS" condition. Purchaser has inspected the property and is buying the property based upon said inspection.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.

Signature: Purchaser	Signature: Seller
Print Purchaser's Name	-
Address	Signature: John Dixon & Associates
City, State Zip	-
Daytime Telephone Home Telephone	-
Email Address	

CONTRACT FOR TYBEE ISLAND



200 Cobb Parkway North, Suite 120 Marietta, Georgia 30062 phone: 770.425.1141 fax: 770.425.4413

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OUTLINE OF FINANCIAL TERMS OF SALE		
High Bid	=	
Buyer's Premium (10%)	+	
Purchase Price	\$	
Earnest Money (10%)		
Balance Due at Closing	\$	

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Signature: Pur	chaser	Signature: Seller
Print Purchaser	s Name	-
Address		Signature: John Dixon & Associates
City, State 2	Vin	_
City, State 2	эр	
		_
Daytime Telephone	Home Telephone	
Email Addr	ess	

