Seller Chosen Auction
This 38.33 +/- ac redevelopment opportunity will be offered in 4 tracts. All 4 have easy access to I-20 and frontage on San Antonio Street.

**Tract 1** – 2.43 +/- ac  
**Tract 2** – 11.8 +/- ac  
**Tract 3** – 5.73 +/- ac  
**Tract 4** – 18.37 +/- ac

See reverse for details

Bid on location or live online at [ auctionnetwork.com](http://auctionnetwork.com)
Terms of Sale

Thank you for participating in this Williams & Williams Auction. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Good luck and good bidding!

Registration at the auction (online and/or in person) finalizes each bidder’s agreement to the terms and conditions of sale as stated in the Contract and its Addenda which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. The High Bidder will be required to pay a Williams & Williams Technology Fee of $199 at closing. By bidding you are representing to Williams & Williams (Broker) and/or (Auctioneer) and to the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. DO NOT BID unless you have registered, received a Bidder’s Card and Auction Day Notes, and have read and agreed to be bound by the terms of sale in the Contract as they are enforceable against you upon becoming a high bidder.

All properties are sold “AS IS, WHERE IS” with no financing, inspection or other contingencies to sale. Williams & Williams represents the Sellers only and does not inspect properties on bidder’s behalf. Read the Contract and Auction Day Notes to determine the existence of any disues, exclusions, representations and disclaimers. Do not bid if you have not inspected the property(s). Bidding by you agree to all disclosures.

Buyers receive a deed and Title Insurance Policy as provided by the Closer indicated in the Contract (any mobile/manufactured housing not legally affixed to the property shall only be conveyed by a Hold Harmless Agreement or Quit Claim Bill of Sale unless otherwise noted in the Disclosures). Current year’s taxes are pro-rated through day of closing as is customary.

For Tract 1 - A Buyer’s Premium of 5% ($3,750 minimum) will be added to the high bid and included in the total purchase price.

For Tract 2 - A Buyer’s Premium of 5% ($7,500 minimum) will be added to the high bid and included in the total purchase price.

For Tract 3 - A Buyer’s Premium of 5% ($5,000 minimum) will be added to the high bid and included in the total purchase price.

For Tract 4 - A Buyer’s Premium of 5% ($10,000 minimum) will be added to the high bid and included in the total purchase price.

Each high bidder must make a 10% non-refundable deposit per property ($5,000 Minimum - whichever is greater) immediately following auction. Cash, cashier’s checks, personal checks and business checks (electronically processed) are accepted. If you are a resident / citizen of a country outside of the US, certified funds (bank check, wire transfer, certified check or cashier’s check) is required for the down payment and closing costs. The sale is subject to the price of the purchase, all closing costs, and the Technology Fee are due at closing. Closing costs generally range from $750-$3000 and include title exam, title policy, closing fee, filing costs and any other fees noted unless otherwise noted in the Contract.

The Parties acknowledge Buyer will tender the Down Payment in the form of a certified check, cashier’s check, money order, or personal/business check, and said instrument will be made payable to the Escrow Agent, or a wire shall be sent directly to the Escrow Agent, if permitted by the Contract. In those instances where the Down Payment instrument was transmitted to the Auctioneer/Auction, a check shall be transmitted to the Escrow Payment Instrument to the Escrow Agent upon Buyer’s acceptance of Buyer’s offer. The Down Payment shall be held by Escrow Agent and disbursed to the Closer identified in the Contract for Sale prior to the Closing Date and following clearance of funds by the issuing financial institution. Interest, if any, earned on the Down Payment shall be deemed part of the Down Payment and shall be applied together with the principal portion of the Down Payment to the Purchase Price. The Parties agree that upon a fully executed Contract, the Down Payment is non-refundable, and, at Seller’s request, shall immediately be released to Seller in accordance with the Contract for Sale.

If Seller accepts Buyer’s high bid, then the Contract for Sale shall continue in full force and effect and the Closing Date shall occur no later than thirty (30) days following the date of Seller’s acceptance, except as otherwise may be allowed in accordance with the terms of the Contract for Sale. Buyer(s) and Seller agree that Seller may terminate the Contract for Sale at any time prior to the Closing Date and Seller’s sole and absolute discretion, in the event the Seller does not accept the Buyer’s high bid. BUYER UNDERSTANDS AND AGREES IF SELLER HAS PERFORMED SELLER’S OBLIGATIONS UNDER THE CONTRACT FOR SALE, AND IF AT CLOSING THE BUYER FAILS TO PAY THE BALANCE OF THE PURCHASE PRICE OR TO PERFORM ANY OTHER OBLIGATIONS UNDER THE CONTRACT FOR SALE, THE DOWN PAYMENT WILL BE DISBURSED PURSUANT TO THE TERMS OF THE CONTRACT FOR SALE.

Bidding starts at the nominal Opening Bid(s) indicated and is open to the public. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down lots and/or quantities offered, to sell out of scheduled sequence, to reject any bid(s), and to otherwise structure the bidding. The bidding usually takes less than 3 minutes for each property. Absentee bids may be accepted at the discretion of the Auctioneer. The Auctioneer reserves the right to enter bids on behalf of absentee bidders. Any mistakes made in transcribing the bids will be corrected and your bids may be withdrawn. All sales are final and stands alone. Remaining properties are not offered in another round of bidding. Anyone may bid at any time, including prior high bidder. “Showing” requests from Buyers after the auction may not be able to be satisfied.

If more than one property is being auctioned, the Auctioneer may choose to offer a group of the properties for auction at the same time. This is called “BUYER’S CHOICE” and all properties are sold together and Buyer is obligated to purchase all properties and have 2nd and 3rd choices if they are out bid for a favorite property. Upon winning the bid, please choose which property, or properties, you want. You pay the high bid price for each property selected. Each sale is final and stands alone. Remaining properties are then offered in another round of bidding. Anyone may bid at any time, including prior High Bidders.

Williams & Williams and the Seller expressly disclaim any liability for errors, omissions or changes regarding any information provided for these sales. Please read the Contract and Auction Day Notes for a full description of Williams & Williams and Seller’s disclaimers. Bidders are strongly urged to rely solely upon their own inspections and opinions in preparing to purchase property and are expressly advised not to rely on any representations made by the Seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

Disclosures

All properties are sold “AS IS, WHERE IS” with no financing, inspection or other contingencies to sale. Escrow. Buyer acknowledges receipt of the Joint Escrow Instructions that modifies the Contract for Sale to provide for a designated Escrow Agent to hold down payment funds. Buyer and Seller agree that the Escrow funds may be held in a trust/escrow account outside of the state where the property is located. Buyer agent understands all of the property records in the city, county, and/or village prior to bidding and has bid accordingly. Buyer shall not rely on any information provided by the Seller or Williams & Williams and Seller’s disclaimers. Buyer may rely on any information stated in the portions of this auction’s advertising, including the content of all oral and written statements and decisions on its independent inspection. Buyer shall contact the appropriate city and/or county zoning office to determine actual zoning.

Utility Disclosure. Buyer shall be solely responsible for any and all costs related to establishing utility services including application fees, repairs, or remediation. Neither Seller nor Williams & Williams guarantee the availability of a replacement meter or utility services. Buyer shall conduct their own investigation and should contact local providers for additional information.

Texas law requires that auctioneers notify consumers that consumers may contact the Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711 or by phone at 800-803-9202 for the purpose of making a complaint regarding a Texas auction.

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