

HOW TO USE THIS BROCHURE

1. Read the Terms and Conditions governing the Auction.
2. Review the list of parcels and decide which ones interest you.
3. Come to the Auction:
Saturday, September 29th, 2007 at 11a.m.
Registration begins at 10a.m.

FOR SPECIFIC QUESTIONS REGARDING PROPERTIES IN THIS BROCHURE PLEASE CALL

866-568-7568

HOW TO BE A SUCCESSFUL BIDDER

Investigate and Inspect

Each parcel of real property is unique and should be thoroughly investigated before you bid at the auction. The property we sell may be flat or steep, sandy or rocky, dry or wet, with or without trees, with or without views, city lots to rural acreage and everything in between. Because we sell all types of property, to be successful you must inspect the property first-hand. Then if you like what you see, talk to the municipal planning department and any other agency involved with real property (Assessor, Tax-Collector, local utility companies, etc.). Then determine its value and set your own price.

Each of these properties is unique in its own way and the only way to make sure you are getting what you want is to thoroughly do your homework before you bid.

TERMS AND CONDITIONS

IMPORTANT – READ CAREFULLY

NOTICE: BUYERS, NOT THE SELLER, IS RESPONSIBLE FOR DETERMINING A PROPERTY'S VALUE AND SUITABILITY FOR ANY GIVEN PURPOSE.

ALL BIDS ARE SUBJECT TO A 10% BUYER'S PREMIUM

The buyer's premium, expressed as a percentage of the winning bid, is an additional cost to the purchaser and is payable by the purchaser as part of the total purchase price. It is the fee the seller charges the bidder to bring the property to auction and it helps pay for some of the auction marketing expenses.

TIME AND PLACE: Auction will take place at 11:00 a.m. Saturday, September 29th, 2007 at the Boca Raton Marriott at Boca Center, 5150 Town Center Circle, Boca Raton, FL 33486

REGISTRATION: There is no fee to register. Registration for auction will begin at 10:00a.m. on Auction Day. Bidders must register and be issued a bidder number prior to making any bid.

TERMS OF SALE: Parcels may be purchased either as "All Cash" or with Financing. Buyer must designate at the time of winning bid whether they will be purchasing the parcel as "All Cash" or Financing.

(A) If the Buyer elects to purchase as "All Cash" a deposit in the amount of 10% of the purchase price is due the day of the Auction immediately upon the execution of the Purchase Agreement. The Purchase Agreement will provide for Closing within 30 days. The form of Purchase Agreement will be available for inspection prior to the auction and is not negotiable.

(B) If the Buyer elects to choose Financing, a deposit in the amount of 20% of the purchase price plus the \$750.00 Processing Fee is due

(C) The balance of the Purchase Price may be financed at an interest rate of 12.9% amortized over a 15 year time period. All sales are subject to credit approval. If approved for Financing, a Contract for Deed will be prepared, the form of which is available for inspection prior to the Auction. The balance due under the Contract for Deed will be payable at the contracted amount per month, including interest, until paid in full. Minimum monthly payments shall not be less than \$50.00. Loans can be paid off at any time without a prepayment penalty. Interest shall begin to accrue upon the date of the purchase agreement however, if payment in full on the contract is received by seller within thirty (30) days of the contract date, interest which accrues during that first thirty (30) days will be waived by seller. Buyer shall pay a late charge in the amount of 10% of the amount due of any monthly payment which becomes more than five (5) days delinquent and/or a service fee of \$35.00 for any payment which is returned by payer's bank. Bidders consent to having a credit check performed by the Seller or its credit check agents.

DOCUMENT PREPARATION, PROCESSING FEES, AND CLOSING COSTS

Buyers will be required to sign all purchase documents at the time of purchase. **ALL BUYERS WILL BE REQUIRED TO PAY A \$750.00 PROCESSING FEE** for the preparation of necessary purchase documentation. **BUYERS WILL BE REQUIRED TO PAY ALL CLOSING COSTS** associated with the transfer of the property, including, but not limited to recording fees, transfer taxes, document preparation, title insurance fees and property owner association transfer fees.

REQUIRED DEPOSIT

Bidders must have in their possession all funds needed to complete each purchase when auctioneer says "SOLD". Winning Bidders must proceed to the area to sign purchase documents and pay deposit immediately following their winning bid. Winning bidders may place bids for additional properties while in the contract area.

deposit and executing all necessary documents, Seller, in its sole discretion, reserves the exclusive right to re-auction Bidder's property at any time and shall have no further obligation to Bidder.

PURCHASE CONTRACTS AND CLOSING DATE

All parcels sold as "All Cash" are sold on a Real Estate Purchase Agreement which provides for Closing within 30 days. Parcels purchased with Financing shall make use of a Contract for Deed. Buyers may NOT assign either contract to third parties. Some documents require that Buyers sign in the presence of a Notary Public. All signers must be present and must have proper photo identification to present to the Notary.

MULTIPLE PURCHASES

If a Bidder purchases more than 3 parcels, the 4th and subsequent parcels MUST be purchased with all CASH or CASH EQUIVALENT. Seller reserves the right to limit the number of purchases made by any bidder, including family members and relatives.

CONDITIONS OF SALE

The highest bid shall be considered an agreement to buy and is final. All parcels are being sold in "AS IS, WHERE IS AND WITH ALL FAULTS" condition as of the date of sale. Buyers acknowledge that all parcels are being sold at public auction, subject to all existing covenants, conditions, restrictions, reservations, exploration rights, easements, rights of way, assessments, zoning, and all other land use restrictions. Seller does WARRANT that:

- (A) Title to each parcel is marketable title, subject to and except for items 1 thru 7 below.
- (B) No monetary liens on property other than recurring assessments or bonds. (continued on next page)

- (A) No Trust Deeds on property unless disclosed in this brochure.
- (B) Real property taxes that are due and payable before the sale will be paid by Seller. The Buyer will become responsible for all taxes which become due and payable on or after the sale.

Seller DOES NOT WARRANT and assumes NO LIABILITY for any of the following:

- (1) Location and size of parcels is approximate. Exact parcel boundaries can only be ascertained by a survey.
- (2) Physical encumbrances discernible by physical inspection of the property. Some parcels may be “unbuildable.”
- (3) Zoning, building codes and regulations, or other land use restrictions. Contact county and/or city agencies.
- (4) Utilities or lack thereof. Contact appropriate local utility companies or agencies.
- (5) Bonds for water, utilities, sewer and street improvements, association fees and/or any city or county assessments which are to be assumed by the Buyer over and above the sales price.
- (6) Mineral Rights or the lack thereof. Seller may reserve mineral rights, if any, at Seller’s sole discretion.
- (7) Any claims or actions resulting from the construction of any improvements on any property. Buyer(s), at Buyer(s) sole cost and expense, shall obtain title insurance before making any improvements on any property.

Seller’s warranties are limited to these expressed warranties. If at any time the Buyer discovers a breach of warranties A, B, C, D or any other breach by Seller, the Seller’s liability shall be limited to (1) Rescission and cancellation of the sale, and a refund of all monies paid towards the purchase, including fees, paid by the Buyer at the time of purchase, or (2) Seller has the option to cure the defect at Seller’s expense. However, if defect is covered by Title Insurance, the Buyer shall pursue the claim with title insurer instead of the Seller. If the sale is rescinded after conveyance of the property to the Buyer, the Buyer shall execute and deliver a valid deed conveying title back to the Seller in the same condition as when it was received. Seller shall

TITLE BY DEED

Unless otherwise specified in Buyer’s real estate purchase contract, deeds conveying title from Seller to Buyer shall be recorded without the benefit of independent escrow or title insurance. The Seller warrants that title to each parcel is, on the date of sale, free of all recorded monetary liens unless disclosed in this brochure. Some properties being offered may have been previously acquired by tax deed and some title insurance companies will not insure tax deeded properties, so Buyers of tax deeded properties will be required to sign an acknowledgement form. The seller has attempted to provide accurate information on all documents. In the event that a typographical error exists in the legal description, Assessor’s Parcel Number, or parcel size, the Seller may correct the error and proceed with the recording or re-recording. Buyers taking title in the name of an entity must provide, at the time of purchase at the auction, certain entity formation documents. Corporations (Inc.): Articles of Incorporation, By-laws and Resolution; LLC: Articles of Organization, Operating Agreement and Resolution; Trust: Trust Agreement and/or Power of Attorney. Partnership: Partnership Agreement and/or Power of Attorney. Entity buyers shall be required to execute a personal guarantee.

PROPERTY INSPECTION

Look before you buy! Bidders should conduct a physical inspection of each property and should also investigate the suitability of each parcel prior to making a bid and purchase at the auction. Bidders must rely solely upon their own investigation and not any information provided by the Seller and Auctioneer. Failure of a Buyer to be fully informed on the condition of a property will not constitute grounds for any claim. Prior to attending the auction, you should select the parcels of your choice, call for copies of maps and inspect the properties personally.

CONDUCT OF AUCTION

All parcels are subject to Seller's Confirmation, meaning the seller has established an unpublished, minimum selling price. The starting bid is not the minimum price. In order to win the auction, a bidder must meet or exceed the Seller's minimum selling price and have the highest bid. If no bidders meet the minimum selling price, the Seller is under no obligation sell the property. After the announcement of the completion of the sale by the Auctioneer, the highest bid price shall be subject to Seller's Confirmation.

Announcements at auction will take precedence over printed material.

Bids will be accepted from registered bidders only and increments of bidding will be at the discretion of the Auctioneer. In the event of tie bids or disputes between bidders, the decision of the Auctioneer will be final.

The auction will be audio or video recorded to provide a record of the event.

Auctioneer has made no independent investigation of any information provided, and assumes no responsibility for the providing of or absence of any information, whatsoever, or for the accuracy thereof.

The Seller reserves the right to deny any person admittance to or expel anyone from the auction site for interference, nuisance, canvassing, solicitation or any other reason.

REAL ESTATE BROKER PARTICIPATION:

The participation of real estate brokers and their associates is welcome. Please contact the Seller for more information and a

HELPFUL INFORMATION

The Assessor's Office and the Planning Departments in most counties maintain a variety of maps (General, Assessor's Plat, Subdivision and Zoning maps.) These offices are a good source of property information. Title companies are another good source of information (fees are sometimes required).

The United States Department of the Interior, Geological Survey (U.S.G.S.), maps cover the entire country and come in several different scales. Many retailers sell U.S.G.S. maps as well as county maps useful to the real estate investor. See your local book store, map dealer or camping outlet.

All the information contained in this brochure was obtained from official county maps or other sources deemed reliable, but is not guaranteed and may be in error. Furthermore, Bidders understand and agree that any and all latitude/longitude data, GPS coordinates or any other geo-spatial data provided are for informational purposes only and should not be relied upon for determining the exact physical location of any property offered.

WARNING: THE FLORIDA DEPARTMENT OF REAL ESTATE HAS NOT INSPECTED, EXAMINED OR QUALIFIED THIS OFFERING.

INFORMATION: ALL INFORMATION CONTAINED IN THIS BROCHURE, ON OUR MAPS, IN OUR NEWSPAPER AND ADVERTISING WAS OBTAINED FROM SOURCES DEEMED RELIABLE, BUT NOT GUARANTEED. SUBJECT PROPERTIES ARE BEING SOLD SUBJECT TO ANY STATEMENT OF FACTS AN ACCURATE SURVEY MAY SHOW. AUCTIONEER AND SELLER RESERVE THE RIGHT TO REJECT ANY BID AND TO ADVANCE THE BIDDING AT HIS/HER ABSOLUTE DISCRETION. NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS. CERTAIN PROPERTIES MAY BE PULLED FROM THE AUCTION BROCHURE AT THE DISCRETION OF THE SELLER.