

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

GLOBAL ONLINE DIRECT, INC.,  
BRYANT E. BEHRMANN and LARRY  
"BUCK" E. HUNTER,

Defendants.

Civil Action No. 1:07-CV-0767-WSD

**ORDER ON MOTION FOR ORDER AUTHORIZING AUCTION SALE OF  
CERTAIN ASSETS (MOBILE HOME AND LOT LOCATED AT 570 E. BIRCH  
STREET, UNION, OREGON) FREE AND CLEAR OF LIENS, CLAIMS,  
INTERESTS AND ENCUMBRANCES AND OTHER RELATED RELIEF**

This Court, having reviewed the motion ("Motion") of Michael A. Grassmueck as receiver ("Receiver"), for authorization to conduct an auction ("Auction") of certain assets of the Receivership Entities (Mobile Home and Lot Located at 570 E. Birch Street, Union, Oregon) and for other related relief, and good cause appearing therefore, orders as follows:

1. The Motion is granted in its entirety.
2. The Receiver is authorized to conduct a public auction sale on or around April 24, 2010, or upon such other reasonable date as determined by the Receiver, of the Mobile Home and Lot free and clear of all liens, claims, interests and encumbrances to the persons or entities presenting the highest and best offers, which specifically consist of (a) a mobile home with Serial Number 006921970 ("Mobile Home"), subject to a rental agreement with current tenant, and (b) the respective lot of approximately 11,000 square

feet at which the Mobile Home is located (with street address of 570 E. Birch Street, Union Oregon), (collectively, the "Assets").

3. The Receiver is authorized to incur an estimated \$1,500 in expenses ("Auction Preparation Expenses") related to the preparation of the auction of the Assets ("Auction Preparation Actions"), including, among other things, advertising costs, preparation of sales and auction information materials, time spent holding the Assets available for public inspection, and conducting the auction.

4. The Receiver is authorized and directed to provide 30 days' notice of the Auction to investors and creditors of the Auction pursuant to e-mail, in accordance with the Receiver's procedures for e-mail notice to investors and creditors as approved by Court Order entered on November 29, 2007.

5. The Receiver is relieved of the newspaper publication requirement of 28 U.S.C. § 2002.

6. The following Auction terms and conditions, as outlined and otherwise defined in the Motion, are hereby approved:

- The Assets will be offered to the bidder making the offer that the Auctioneer deems to be, in his discretion, the highest or best offer.
- Each bidder must present evidence at the Auction that he or she has in his possession a certified or cashier's check for at least \$2,500 made payable to the Receiver. The high bidder at Auction will be required to execute a Purchase Agreement and make a deposit equal to 10% of the winning bid, but not less than \$2,500.
- The purchase agreement shall provide for escrow to be opened and for closing to occur no later than 45 days following the date of execution unless extended by the Receiver.
- The Assets shall be transferred on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis. THE RECEIVER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO CONDITION OR FITNESS OF USE FOR ANY OF THE ASSETS. THE RECEIVER EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE ASSETS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- All of the Assets sold shall be sold free and clear of any liens, claims or encumbrances with all liens, claims or encumbrances, if any, attaching to the net proceeds of the sale with the same force and in the same priority as currently exists.
- Overbids will be accepted for all Assets sold at the Auction at increments to be determined by the Auctioneer at the time of Auction for the Assets.
- The Receivership Estate reserves the right to place a reserve price on the Assets, and reserves the right to accept or reject any final bids on such Assets if said bid is not greater than the reserve price set for the Assets.

7. Pursuant to the terms of a written Auctioneer Engagement Agreement (the "Agreement"), attached to the Motion as Exhibit "A", the employment of R. J. & L. Enterprises, Inc. d/b/a Realty Marketing/Northwest, as auctioneer is approved, in order to assist the Receiver with selling the Assets. Pursuant to the terms of the Agreement, the Auctioneer is authorized to receive compensation for its services in an amount equal to seven percent (7%) of the gross proceeds of the Auction ("Auction Sales Commission"), and if there is a real estate broker which is responsible for bringing a successful bidder to the Auction, the broker is authorized to receive a share of the Auction Sales Commission as set forth in the Auctioneer Engagement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable William S. Duffey, Jr.  
United States District Court Judge