## TERMS AND CONDITIONS:

**PROCEDURE:** There will be open bidding on the property during the auction as determined by the auctioneer.

DOWN PAYMENT: 10% of the accepted bid as down payment on the day of the auction with balance in cash at closing. The down payment may be in the form of cash, cashier's check, personal check or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING.

**APPROVAL OF BID PRICES:** the property will sell to the highest bidder absolute regardless of price. The successful bidder will be required to enter into purchase agreement at the auction site immediately following the close of the auction.

**DEED:** Seller will provide a Warranty deed. **EVIDENCE OF TITLE:** Sellers will provide title

insurance in the amount of the purchase price. **CLOSING:** Closing shall take place within 30 days of proof of marketable title. Sellers shall not be responsible for any closing costs incurred due to the Buyer(s) securing financing. **POSSESSION:** At closing.

**REAL ESTATE TAXES:** shall be pro-rated to the day of Closing

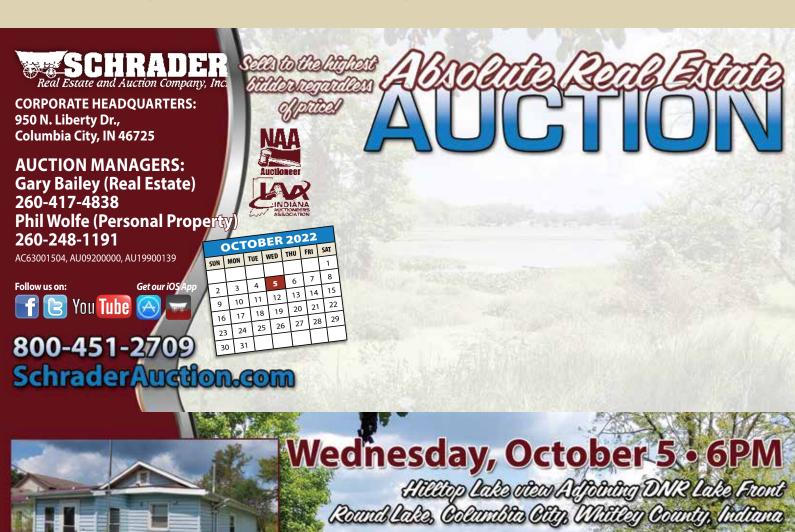
**DITCH ASSESSMENTS:** The Buyers shall pay any ditch assessments due after closing if any. **SURVEY:** there will be no new survey

**EASEMENTS:** The sale of the property is subject to any and all easements of record.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials is subject to the Terms and Conditions outlined in the Purchase Agreement. ANNOUNCEMENTS MADE BY THE AUCTION COMPANY AT THE AUCTION PODIUM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER

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