TERMS AND CONDITIONS

PROCEDURE: The property will be offered as a Timed Online Only Auction. Bid increments will be determined by the system throughout the auction. Any bids in the last minute of the countdown will extend the bidding by 2 minutes until the auction

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. **ACCEPTANCE OF BID PRICE:** The successful bidder will be required to enter into a Purchase Agreement via Electronic Signature immediately following the close of the auc-

tion. Contact the Auction Manager with any questions. The final bid price is subject to the Sellers acceptance or rejection.

DEED: Seller will provide a warranty deed. **EVIDENCE OF TITLE:** Seller will provide title insurance in the amount of the purchase

CLOSING: The targeted closing date will be approximately 30 days after the auction POSSESSION: At closing.

REAL ESTATE TAXES: The real estate taxes shall be pro-rate to the day of closing. **DITCH ASSESSMENTS:** The Buyers shall pay

any ditch taxes due if any after closing.

SURVEY: The survey costs shall be shared 50:50 between Buyer(s) and Seller. Seller shall not be responsible for any closing costs incurred by the Buyer(s) for financing.

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. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquires, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. All sketches and dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale

documents, Seller and the Auction Company make no warranty or representation, express or implied or arising by operation of law, including an warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The Seller and Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the auctioneer are final.

ANNOUNCEMENTS MADE BY **AUCTION COMPANY ON THE BIDDING** PLATFORM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL, OR ANY OTHER ORAL STATEMENTS MADE.



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