

## **AUCTION TERMS AND CONDITIONS**

OWNED BY; FRP REALTY LLC. AGENCY: Carpenter Realtors- Nancy Smith and Brent H. Fuchs

**Properties Located at:** 705 E. Middletown Road Waldron, In. & 215 E. Pullman St., Waldron, In.

### **Bank letter of credit recommended to receive bidder number.**

**Method of Sale:** Brent H. Fuchs Auctioneering / Nancy Smith- Carpenter Realtors will offer the scheduled property at public auction Sat. Nov. 2 at 10:00 a.m. in Waldron, IN. Each bid shall constitute an offer to purchase and the final bid, if accepted by the seller, shall constitute a binding contract between the buyer and seller. The auctioneer will settle any disputes as to bids and his decision on such matter will be final. Bids by phone, mail, or wire will be accepted and confidentially handled by sales personnel.

**Acceptance of Bids:** All successful bidders will be required to enter into Purchase Agreements immediately following the close of the auction. All bids are subject to the Sellers acceptance or rejection.

**Down Payment:** Five Thousand Dollars (\$5,000.00) per individual property on the day of the auction with balance due at closing. The down payment must be in the form of a personal check, cashier's check (OFFICIAL CHECK), or corporate check. **YOUR BIDDING IS NOT CONTINGENT UPON FINANCING, BE SURE TO HAVE FINANCING ARRANGED, IF NECESSARY, AND ARE CAPABLE OF PAYING AT CLOSING.** If a successful bidder fails to close within specified time seller shall have the right to terminate the Purchase Agreement and retain all of the down payment as liquidated damages and thereafter attempt to resell the property with no liability whatsoever to the former buyer.

**Closing:** Thirty (30) days

**Taxes:** Taxes shall be prorated as of day of closing.

215 E. Pullman St. Annual Taxes-\$3236.00 (As of print date)

705 E. Middletown Rd. Annual Taxes-\$1708.00 (As of print date)

**Acreage:** Seller makes no representation as to the acreage while noting the property being offered is not considered farmland and is located inside Shelby County, Indiana. Estimates provided were obtained from Shelby Co. GIS mapping.

**Survey Information:** Seller makes no representation as to survey-any survey will be at buyer's expense

**.Deed information, Evidence of Title:** Clear and marketable title to be conveyed at time of closing. Seller will provide title insurance in the amount of the purchase price

**Easements and Condition:** The sale of the property is subject to any and all easements of record and whatever would be disclosed by an inspection; special situations may apply to selected properties and those conditions, if applicable, will be announced prior to putting the property on the auction block if known. The property is conveyed **AS IS WHERE IS** and no warranty of condition (express or implied) are made.

**Ditch Assessments:** The buyer shall pay any and all ditch assessments due after closing.

**Disclaimer:** All information contained in this brochure and related materials are subject to the Terms and Conditions outlined in the purchase agreement. This information is subject to verification by all parties relying upon it. No liability for its accuracy, errors or omissions is assumed by the Seller or BHF. All sketches and dimensions in the brochures are approximate. ANNOUNCEMENTS MADE BY BHF AT THE AUCTION DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. The property being sold 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 BHF. Each prospective bidder is responsible for conducting his/her independent inspections, investigations, inquiries and due diligence concerning the property. Except for only express warranties set forth in the sales document, Buyer accepts the property "AS IS WHERE IS" and Buyer assumes all the risk thereof and acknowledges that in consideration of the provisions contained in the sales documents, Seller and BHF make no warranty or representation, express or implied or arising by operation of law, including any warranty of merchantability or fitness for a particular purpose of the property or any part thereof, and in no event shall Seller, Seller's counsel, or BHF be liable for any consequential damages. Conduct of the auction and increments of bidding are at the direction and discretion of BHF and/or the auctioneer. The Seller and BHF 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 BHF and/or the auctioneer are final.