REAL ESTATE PURCHASE AGREEMENT – ONLINE CASH or FINANCE

Dated: May 10, 2017

THIS REAL ESTATE AUCTION PURCHASE AGREEMENT (**"Agreement"**) is made and entered into as of the Accepted Date by and between Albert Rainey Estate (**"Seller"**) and the party executing the Buyer's signature page attached hereto (**"Buyer"**). In consideration of the terms, covenants and conditions contained on this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. PURCHASE PRICE AND SALE: Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Sellers rights, title and interest in and to the real estate identified at the auction conducted on this date in, Indiana by Ness Bros., Real Estate & Auction Co., Inc. (the "**Auction"**) as (Address) 8021 Fountainhead Place, Fort Wayne, IN 46814, located in Allen County, Indiana being part of depicted on **Section 9.25** attached hereto and incorporated herein, together with all improvements located thereon, and all easements and other rights and privileges pertaining or appurtenant thereto owned by Seller (such real estate, improvements, easements, rights and privileges being referred to herein collectively as the "**Property**")

   Purchase Price to be $_____

   1.1 METHOD OF PAYMENT (check appropriate)

   ____ **CASH:** The entire purchase price shall be paid in cash and no financing is required. Buyer to provide proof of funds within **5** days of acceptance.

   ____ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the buyer's ability to obtain a ____*Conventional* ____ *FHA* ____ *VA* ____ *Other:* _____

   1.2 TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary, including an appraisal, to complete this transaction or for approval to assume the unpaid balance of the existing mortgage within **5** days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than **40** days after acceptance of the Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

2. EARNEST MONEY: Concurrently with Buyer's execution of this Agreement Buyer has delivered to Seller, a check (s) payable to Ness Bros., Real Estate & Auction Co., Inc. in the amount of ($ _____), (as hereinafter defined (the " **Earnest Money**"). Seller hereby acknowledged receipt of the Earnest Money.

3. STATUS OF TITLE TO PROPERTY. At Closing, Seller shall convey the property to Buyer by a recordable " Personal Representative Deed", subject to the following (collectively, the "**Permitted Exceptions**"): (a) rights-of-way, rights, duties, obligations, agreements, limitations, covenants, conditions, easements, restrictions and other matters of record; (b) current real estate taxes not yet due and payable; (c) legal highways and public rights-of-way; (d) all matters that would be disclosed by an accurate survey or inspections of the Property; (e) zoning ordinances and other governmental restrictions affecting the Property; (f) and the matters set forth in **Section 6.1.** Seller shall pay and provide Buyer an updated Commitment for an Owner's Policy of Title Insurance from the Title Company in the amount of the Purchase Price (the "**Commitment**") on or before the later of thirty (30) days from the Accepted Date, or twenty (20) days after the completion of any Survey required pursuant to **Section 4.4**. If there is a simultaneous issuance of an ALTA Owner's Policy and an ALTA Loan Policy, all charges and premiums for them shall be paid equally by the seller and buyer.

4. CLOSING.

4.1 CLOSING DATE The closing of the transaction contemplated by this Agreement (the "**Closing**") shall take place at such location as Sellers shall determine, within 45 days after the acceptance date if the buyer has financed the transaction or 30 days after the acceptance if the buyer has made a cash offer. The date of the Closing is referred to herein as the "**Closing Date**" Seller, at its sole option, may extend the Closing Date by up to sixty (60) additional days in order to obtain lien releases or the Survey, or to otherwise convey clear title to the Property.

4.2 CLOSING DOCUMENTS: At the Closing, contemporaneously with the payment by Buyer of the Purchase Price, Seller shall deliver to Buyer (a) the Deed to the Property subject to the Permitted Exceptions, (b) a vendor's affidavit acceptable to the Title Company to allow it to delete the standard exceptions for non-survey matters from its title policy; (c) a certification of non-foreign status with respect to Sellers as required by Section 1445 of the Internal Revenue Code; (d) a disclosure of Sales Information Form required by Ind. Code 6-1 1-5 5 (e) to the extent the property included a residence, an updated Seller's Residential Sales Real Estate Disclosure Form as required by Ind. Code 32-21-5-1; and (f) an Owner's Commitment of Title Insurance from Title Company (the "**Title Policy**") free of any liens related to Seller's mortgage or for delinquent taxes (collectively, the "**Closing Documents**")

4.3 SURVEY: Any surveys or survey work shall be at Buyer's sole cost and expense unless specified in Section 10 Further Conditions.

4.4 CLOSING COSTS: Closing Cost shall be paid as follows

4.4.1 Seller's Expenses. Seller agrees to pay all costs of releasing loans and recording the releases, preparation fees for the Deed. The insured closing fee and the disclosure of sales information form will be split equally between Seller and Buyer.

4.4.2 Buyer's Expenses. Buyer agrees to pay all expenses incident to any purchase money loan (e.g. Loan commitment fees, preparation of note, mortgage, and other loan documents, recording fees, prepaid interest and credit reports) and any fees for endorsements to the Title Policy requested by Buyer. The insured closing fee, and the disclosure of sales information form will be split equally between Seller and Buyer.

4.5 POSSESSION. Per section 10 Further Conditions. Seller shall deliver to Buyer full and complete possession of the property, subject to the Permitted Exceptions. Absolutely no access to the Property prior to Closing is allowed without Seller's advance written authorization and upon execution of an appropriate waiver of liability. Neither Buyer nor any of its representative, agents or contractors shall be deemed an invitee of the Property by virtue of this Agreement, the Property Data or the offering of the Property for sale. Further, no invasive environmental tests shall be performed by any Buyer without Seller's advance written consent.

4.6 TAXES & ASSESSMENTS. The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume and pay all subsequent taxes. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.

4.7 INSURANCE. All insurance maintained by Seller in respect of the Property, if any, shall be canceled as of the Closing.

5. RISK OF LOSS. All risk of loss or damage to the Property shall be borne by Seller to and including the date of Closing. In the event that, following the execution of this Agreement, all or any portion of Property is materially damaged or

becomes the subject of an appropriation proceeding or threat thereof by a public or quasi-public authority having the power of eminent domain, Seller shall promptly notify Buyer thereof. In such event, Buyer may (1) elect to terminate the agreement contained herein, in which event the Earnest Money shall be immediately returned to Buyer, or (2) elect to proceed with the transaction, in which event Buyer shall be entitled to the insurance proceeds related to the damage to the Property or the proceeds of any condemnation award or payment in lieu thereof in relation to that portion of the Property taken as a result of such eminent domain proceedings or threat thereof. Seller may, at its option, either prosecute any condemnation claim itself or allow Buyer to appear in the action to prosecute such claim. If Buyer elects to terminate the Agreement as hereinabove provided, it shall notify Seller within ten (10) days after Buyer has received written notice of such damage or destruction or any appropriation proceeding or threat thereof.

6. DISCLAIMERS: "AS IS"

6.1 AS-IS-SALE. Buyer acknowledges that it is a sophisticated buyer with experience in owning and operating real property. Buyer realizes the special nature of this transaction, understands and freely assumes all risks involved in connection with this transaction and acknowledges that the risks are reflected in the Purchase price and the terms upon which Buyer is willing to purchase and Seller is willing to sell the Property. Buyer acknowledges that it has had an opportunity to make an independent investigation and examination of the Property and to become fully familiar with the physical condition of the Property, and has not relied on any information or materials delivered or caused to be delivered by Seller in connection therewith. It is further agreed that this Agreement shall supersede any and all marketing materials and other materials supplied or made available prior to or in connection with the Auction (the "Property Data"). Seller makes no warranty or representation with respect to the Property Data, and Seller, for and on behalf of each Seller-Related party (as hereinafter defined) hereby expressly disclaims any representation or warranty whatsoever, expressed or implied, as to the content, accuracy or completeness of the Property Data. Any Auction Announcement (as hereinafter defined) that was made at Auction supersedes the Property Data. As used herein, (a) the term "Auction Announcement" means any announcement made during the Auction by the Seller or the auctioneer conducting the sale of the Property, whether orally or in writing, and (b) the term "Seller-Related Parties" means individually and collectively, Seller and its officers, directors, shareholder, employees, attorneys, agents and representative. Buyer by its execution hereof, acknowledges that the Property is sold "as-is where-is" and that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology: (b) the existence of any environmental contamination, hazards or conditions thereon (including, but not limited to, the presence of asbestos or asbestos containing materials, lead based paint, underground storage tanks, pesticide residues, landfills, or the release of hazardous substances or the disposal or existence, in or on the Property, of any hazardous materials); (c) the income to be derived from the Property; (d) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon: (e) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable government authority or body (including any environmental protection, pollution or land use laws, rules, regulation, orders or requirements): (f) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property; (g) the manner or quality of the construction or materials, if any, incorporated into the Property; (h) the manner, quality, state of repair or lack of repair of the Property, (i) the availability of access to the Property from public rights-of-way or the availability of utilities (including, without limitation, the availability or adequacy of any water); (j) the revenues from or expense of the Property; (k) the acreage or dimensions of the Property; (l) the real property taxes on the Property; (m) whether any portion of the Property lies within any flood hazard area as determined by the U.S. Army Corps of Engineers or other applicable authority or whether the Property contains any wetlands or waters of the State or the United States; (n) any other matter or thing affecting or relating to the Property. No warranty has arisen though trade, custom or course of dealing with Buyer. Buyer declares and acknowledges that the foregoing shall be considered a material and integral part of the sale contemplated thereby and is reflected in the consideration payable by Buyer hereunder as inducement for Seller to proceed with the transaction contemplated hereby. Buyer further declares and acknowledges that the foregoing has been brought to the attention of Buyer, and that Buyer has voluntarily and knowingly consented thereto.

6.2 RELEASE. Buyer further releases the Seller-Related Parties, and Ness Bros. Real Estate & Auction Co., Inc. from all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees and disbursements), whether suit is instituted or not (collectively, "Claims") which any Buyer-Related Party (as hereinafter defined) has or may have arising from or related to any matter or thing related to or in connection with the Property or the Auction, including, without limitation, the matters set forth in Section 6.1, whether direct or indirect, known or unknown, contingent or non-contingent, latent or patent. Buyer shall not look to any Seller-Related Parties in connection with the foregoing for any redress or relief. Buyer further acknowledges and agrees that such release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. As used herein, the term "buyer-Related Party" means, individually and collectively, and to the extent applicable (a) Buyer; (b) the shareholders, directors, members, partners and employees of Buyer or any direct or indirect partner of or corporate joint-venture with Buyer; (c) any affiliate of Buyer; and (d) any nominee, successor or assign of Buyer.

6.3 SURVIVAL. The provisions of Section 6.1 and 6.2 shall survive the Closing

7. REPRESENTATION AND WARRANTIES. Buyer represents and warrants as follows: If Buyer is not an individual: (1) Buyer is duly formed, validly existing and in good standing under the laws of the state and commonwealth of its organization and is authorized to transact business in the State of Indiana; (2) Buyer has full right, authority and power to enter into this Agreement, consummate the transactions contemplated herein and to perform its obligations hereunder and under those Closing Documents to which it is a party; (3) each of the persons executing this Agreement on behalf of Buyer is authorized to do so, and (4) this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms. The execution and delivery of this Agreement by Buyer does not, and the performance of Buyer's obligations hereunder and under the Closing Documents to which it is a party will not, require the consent or approval of any governmental or public authority or any other person.

7.1 If the Property contains residential real estate, Buyer has received prior to the execution of this Agreement (in the form attached hereto as Rider) a Seller's Residential Real Estate Disclosure Form if required by Ind. Code 32-21-5-1 et seq. and a Lead Based Paint Disclosure. Each representation and warranty of Buyer set forth in this Agreement (whether or not set forth in this Section) shall be deemed to have been repeated by Buyer, at and as of the Closing Date with the same force and effect as if first made on and as of such date, and shall survive the Closing

8. DEFAULT

8.1 SELLER'S DEFAULT. In the event Seller breaches this Agreement or is otherwise unable to perform its obligations hereunder prior to Closing, Buyer shall provide written notice thereof to Seller. If Seller fails to cure such default within ten (10) business days, this Agreement, at Buyer's option, shall terminate upon written notice from Buyer, and this Agreement shall thereafter be deemed null and void. Upon such termination, Buyer shall be entitled to the return of the Earnest Money (without interest) and liquidated damages equal to Buyer's reasonable out-of-pocket expenses incurred solely in connection with this Agreement during the period from the Accepted Date through the date of termination, but in no event shall Seller's liability for such damages exceed $3500.00. Buyer and Seller acknowledge that actual damages would be difficult to calculate and that the foregoing is a reasonable estimate of the likely damages. The foregoing remedy shall be Buyer's sole remedy at law or in equity, and Buyer waives any other damages, amounts or remedies. Except as provided above, Buyer agrees to release and hold the Seller-Related Parties (as hereafter defined) harmless from any and all claims associated with Seller's breach of this Agreement.

8.2 BUYERS DEFAULT: Buyer has entered into this Agreement on a no contingent basis and, except for Seller's performance hereunder, there are no conditions precedent to Buyer's obligations hereunder. In the event Buyer breaches this Agreement or is otherwise unable to perform its obligations hereunder, Seller may terminate this agreement upon written notice to Buyer. Upon such termination, Buyer shall forfeit to Seller the Earnest Money as liquidated damages, which shall be Seller's sole remedy for any such breach. Buyer and Seller acknowledge that actual damage would be difficult to calculate and that the earnest money is a reasonable estimate of the likely damages. Notwithstanding the foregoing, following Closing, Seller shall be entitled to all available remedies at law

or in equity as a result of Buyer's breach of any releases, covenants, representations, warranties or other terms or provisions hereof which by their express terms survive Closing.

9. MISCELLANEOUS.

9.1 MODIFICATION. This Agreement may not be changed, modified, supplemented or terminated, except by an instrument executed by the parties which are or will be affected by the terms of such change, modification, supplement or termination. Either party may waive any of the terms and conditions of this Agreement made for its benefit, provided such waiver is in writing and signed by the party waiving such term and condition.

9.2 BINDING AGREEMENT. The terms, covenants, agreements, conditions, representations and warranties contained in this Agreement shall bind, and inure to the benefit of, the parties and their heirs, personal and legal representatives, successors and assigns, and shall be interpreted under the laws of the State of Indiana.

9.3 ILLEGALITY. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9.4 CHOICE OF LAW. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Indiana.

9.5 CONSTRUCTION. The headings of the various Sections of this Agreement are inserted solely for purposes of convenience and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

9.6 AMBIQUITIES. Each party acknowledges that it and its counsel have reviewed this Agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved or construed against the drafting party shall not be employed in the interpretation of this Agreement.

9.7 EXPENSES. In the event of any controversy, claim or dispute between Buyer and Seller arising out of or related to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, legal assistant fees, costs and expenses.

9.8 COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9.9 RIDER (S). This Agreement is supplemented by any Riders attached hereto. The terms, covenants, conditions, and agreement set forth in any such Rider (s) shall constitute a part of this Agreement as if more fully set forth herein. In the event of any irreconcilable inconsistencies between the terms of this Agreement and any such Rider (s), the terms of such Rider (s) shall be deemed to govern.

9.10 EXPENSES; BROKERAGE. Except as otherwise specifically provided in this Agreement, Seller and Buyer shall each bear its own expense incurred in connection herewith, and neither shall be liable to the other for any of such expenses, whether or not the transaction contemplated hereby is consummated. Each of the parties covenants that it has not employed or used any broker, finder or agent in connection herewith or with the transaction contemplated hereby pursuant to any agreement under which the other may be or become liable to such broker, finder or agent for any fee or commission, except Ness Bros. Real Estate & Auction Co., Inc. which is to be paid at Closing from the Purchase Price.

9.11 ASSIGNMENT. Buyer shall not have the right to assign this Agreement without Seller's express written consent which may be withheld in its sole and absolute discretion.

9.12 NO WAIVER. No failure on the part of either party at any time to require performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof.

9.13 EXPIRATION OF TIME PERIODS. If any date specified herein is, or any period specified herein expires on, a Saturday, Sunday or holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding business day

9.14 NO PARTNERSHIP. Nothing contained herein shall be deemed or construed to constitute Buyer as a partner, joint venture, co-principal or associate of Seller, or of any person claiming by, through or under Seller, in the conduct of their respective businesses.

9.15 NOTICE All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of delivery if delivered in person or the following day after being sent by overnight delivery by a nationally recognized overnight delivery service such as UPS or Federal Express, addressed as follows.

9.16 UTILITIES If utilities are on the time the offer is signed, Sheller shall leave on and pay for all municipal services and public utility charges through the day of possession

9.17 HOME HEATING FUEL in the tank on the day of possession will pass with the real estate.

9.18 MAINTENANCE OF PROPERTY Seller shall maintain the Property in its present condition until possession is delivered to Buyer.

9.19 ATTORNEY FEES Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court cost and reasonable attorney's fees from the non-prevailing party.

9.20 The Indiana Sheriff's Sex Offender Register (www.indianasheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.

9.21 SELLER represents and warrants that Seller is not a "foreign person" (Individual entity) and, therefore, in not subject to the Foreign Investment in Real Property Tax Act.

9.22 ANY notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, address to Seller or Buyer or the designates agent of either party.

9.23 THE parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.

9.24 THIS Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall be constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

9.25 <u>LEGAL DESCRIPTION:</u>

Tartans Glen Sec I Lot 7

FUTHER CONDITIONS

ONLINE REAL ESTATE AUCTION NOTICE – CASH or FINANCING

BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER

DATE: May 10, 2017
SELLERS: Albert Rainey Estate
LOCATION: 8021 Fountainhead Place, Fort Wayne, IN
LEGAL DESCRIPTION: Tartans Glen Sec I Lot 7

--- **BIDDERS PACKET**: All bidders who have registered for the online auction can view copies of the offer to purchase and terms at nessbrosauctions.com on the specific property Auction Detail Page.

--- **ONLINE REGISTRATION**: Registration for this auction (online) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Purchase Agreement which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. In order to bid on the Real Estate, all bidders must be signed in through www.BidNessBros.com. There is no fee to register, but a valid credit card will be required to verify identity and ensure payment of the Earnest Money, if applicable. By bidding you are representing to Ness Bros. Real Estate & Auction Co., Inc. ("Ness Bros."), and the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated, DO NOT BID or you will be bound by those terms and conditions. By bidding you agree to all disclosures.

--- **CONDUCT OF THE AUCTION**: The Seller and selling agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, validity of the credit card, fitness to bid, financial ability to buy, etc. All decisions of the Auctioneer are final. THE SALE WILL BE CONTROLLED BY THE AUCTIONFLEX/BIDOPIA SOFTWARE. Ness Bros is not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. If there is a dispute, the Auctioneer may re-open the bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid.

--- **BIDDING:** Bidding starts at the nominal Opening Bid(s) indicated and is open to all who registered and are approved by the way of verified identity and credit card information. The bidding will be open for minimum of 10 days. The auction ends at a predetermined time with an Overtime Period if necessary, which is defined as follows: if a bid is placed within five (5) minutes of the close of bidding, then another five (5) minute period commences from the time of the last bid until no bids are placed within the next five (5) minutes. The last bid shall be made final.

--- **AGENCY DISCLOSURE & GENERAL OFFICE POLICIES:** Ness Bros. will represent the Seller exclusively unless a Ness Bros. Agent has a signed buyer agency agreement with Buyer, then that agent has a limited agency with Buyer.

--- **DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained online or in the brochure and related material is subject to the terms and conditions outlined in the Purchase Agreement. The Property is being sold on an "AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Property, its condition, or the condition of any other components on the Property, is made by the Seller or Ness Bros. All sketches and dimensions online or in the brochure are approximate. The information contained online or in the 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 Ness Bros. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property.

--- **TERMS: Earnest Money** of 5% down or $2,500.00, whichever is greater, within 24 hours of the online auction closing. In the event the winning bidder fails to provide the Earnest Money within 24 hours, Ness Bros. is authorized to charge the credit card for the amount of the Earnest Money, or any portion thereof, and an additional administrative fee of 5% of the amount being charged. The balance is due in full upon delivery of the merchantable title and deed free and clear

of all liens and encumbrances except as stated herein and subject to easements or restrictions of record. A **Buyer's Premium** of 5%, or minimum of $2,500, whichever is greater will be added to final bid and included in the total contract price. All bids accepted on the Real Estate are subject to Sellers approval.

--- **TITLE POLICY:** A preliminary title policy has been prepared by Lime City Title Co., which will be preparing the final title policy plus conducting the Closing. Seller and Buyer agree to use Lime City Title.

--- **SUBJECT TO FINANCING CONDITIONS:** An offer shall be accepted that is contingent on financing. Buyer's to have a pre-approval letter from their lender and MUST be pre-approved by Tim Yanes from Union Home Mortgage at https://www.applywithTim.com....*Click on the Short Application Button*. Tim can be reached at 260.760.0159. The Financing Addendum to be made a part of this Purchase Agreement.

--- **CASH CONDITIONS:** The Earnest Money will be totally forfeited in the event the Seller accepts the successful bidder's Purchase Agreement in writing and the successful bidder subsequently refuses to proceed to Closing.

--- **EXECUTION OF PURCHASE AGREEMENT:** The successful bidder has earned the right to make an offer to the Seller; no sale has been completed. The bidder will be required to execute an Irrevocable Real Estate Purchase Agreement immediately following the close of the auction and provide the required Earnest Money within 24 hours to the Seller in a check payable to Ness Bros. Buyer's offer expires 11:59 P.M. (local time) seven days after the online auction date, unless Seller timely accepts it; the Earnest Money will be returned if Seller does not accept the successful bid as a primary or secondary offer, subject to any required approvals.

--- **SECONDARY / BACK-UP OFFER**: If this offer is a secondary / back-up offer then this offer will stay in effect until 27 days after the Auction ends. Buyer may Terminate Secondary/Back-up Offer at any time if said buyer has an accepted offer on another property.

--- **TAXES:** The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume and pay all subsequent taxes. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.

--- **GUARANTY:** Any individual submitting a bid or signing the Purchase Agreement on behalf of any entity agrees to be individually bound by all these terms and conditions and individually responsible for payment of the Earnest Money and the balance due.

--- **POSSESSION:** The possession of the Property shall be 15 days after closing, subject to tenant's rights. by 5:00 P.M.

--- **SURVEY:** The Seller has a legal description for the property so no survey will be provided. If a survey is requested, it will be paid for by the Buyer.

--- **CLOSING:** Balance of the purchase price is due in cash at closing, which will take place, within 45 days after the acceptance date if the buyer has financed the transaction or 30 days after the acceptance if the buyer has made a cash offer. The fee charged by any closing agent, including an attorney acting as a closing agent for both parties, or Buyer's lender acting in such capacity, for closing services shall be paid equally by the parties. Buyer will be responsible for paying a $245.00 administration transaction commission payable to Ness Bros.

--- **AUCTIONEER RESERVES:** Auctioneer Reserves the right to make changes to an auction, to split or combine lots, cancel, suspend or extend the auction event.

NOTE: Neither the Seller nor Ness Bros. is responsible for any personal property left in the residence and buildings, or on the land at the time possession is granted to Buyer.

STATEMENTS MADE BY AUCTIONEER WILL TAKE PRECEDENCE OVER PREVIOUS PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS

11. SIGNATURE PAGE

_____ _____ _____ _____
Buyer's Signature Date Co-Buyer's Signature Date

_____ _____
Buyer's (**Printed**) Full Legal Name Co-Buyer's (**Printed**) Full Legal Name

_____ _____
Address Co-Buyer's Address

_____ _____
Email Address Co-Buyer's Email Address

□ Home_____ □ Work_____ □ Cell_____
Please Check Box Above indicating best phone to call between 9am-5:00pm

_____
Printed Name for Deed:

_____ _____ _____
Buyer's Agent Brokerage Firm Phone

TERMS: □ Loan □ Cash □ Equity Line _____ _____
Lender Name Phone

SELLER'S RESPONSE: **(Check appropriate paragraph letter):**

This _____, at ___ AM ___ PM ____ Noon

____ **A**. The above offer is Accepted ____ **B.** The above offer is Rejected ____ **C.** The above offer is countered.

_____ _____ _____ _____
Seller's Signature Date Co-Seller's Signature Date

_____ _____
Email Address Co-Seller's Email Address

_____ _____ _____ _____
Seller's Signature Date Co-Seller's Signature Date

_____ _____
Email Address Co-Seller's Email Address

_____
Listing Agent Signature Property: □ Vacant □ Occupied