

AUCTION

Saturday May 3, 2008

10 am to 4 pm

Of Multiple Properties to be held at:

Avalon Manor
3550 E. US 30
Hobart, IN 46342

To view a complete list of properties offer at auction go to:

www.FourSeasonAuction.com

For Viewing call Four Season Real Estate
219-661-3000

Property Information Package

Four Season Real Estate Auction

www.FourSeasonAuction.com

DISCLAIMER

Be advised that the information contained herein is to the best knowledge of the provider or was compiled from Public Information, and is provided to you without warranties, guarantees or representations of any kind, and the property is offered as is and where is, with all faults and that no warranties, guarantees or representations are made in connection with the property whatsoever.

PUBLIC AUCTION – BIDDING INFORMATION

To register for the Public Auction, you must obtain and complete a Bidder Registration and submit with it a Bid Certification Form as provided. [Attend the Public Auction on Saturday, May 3, 2008 starting at 10 am CDT](#) at the Avalon Manor, 3550 E. US 30, Hobart, IN 46342.

PROCEDURES & TERMS

1. All bidders and others participating in this Auction agree that they have read and fully understand these terms and agree to be bound thereby. These terms are in addition to any other posted or transmitted information if any.
2. **Registration** and bids for the Auction must take place prior to the sale of the real estate on May 3, 2008. An Auction Bidder Registration is included herein and is available separately from Four Season Real Estate LLC.. Anyone interested in submitting a bid **must register to submit their bid.** There is no charge for registering.
3. All written or oral announcements transmitted by the Auctioneer to the registered bidders prior to, at the commencement of, or during the Auction will take precedence over any previously printed material or any other oral statements made by anyone employed by, representing, or associated with the Auctioneers.
4. Questions from Registered Bidders will be entertained prior to the commencement of the Auction proceedings. If you have a question during the sale period, please talk to the Auctioneer.
5. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
6. The Auctioneers reserve the right to reject any or all bids and reserves the right to bid on behalf of any absentee bidder. The existence of absentee bidders if any will be disclosed at the beginning of the auction.
7. **Buyers Premium:** A 1% buyers premium will be added to the bid price of the property to become part of the total purchase price paid by the Buyer at closing. (IE: If the final bid on the property is \$90,000.00, add the 1% buyers premium of \$900.00 in this case, for a total purchase price of \$90,900.00.) The buyer's premium belongs to the seller and is part of the final contract purchase price.
8. **Agency:** Buyer acknowledges that the Auctioneer represents the Seller and that the payment of this buyers premium does not constitute a relationship of dual agency.
9. **Taxes and Conservancy District Levies:** Will be pro rated to day of closing. Seller shall pay all other taxes and assessments that are a lien upon real estate.
10. **Possession:** Buyers shall have complete possession 1 day after closing or sooner.
11. **Down Payment:** After being declared the winning bidder, the Buyer must submit their \$1,000.00 down payment in the form of Cash, Personal Check or Cashiers Check payable to Osinski Auction Escrow. This down payment will be held in the selling agents escrow account and will be applied toward the purchase price at closing.
12. **Closing:** Will be held at the Title Company within 15 days after proof of merchantable real estate title. Closing fees shall be split between Purchaser and Seller. Purchaser will incur standard closing costs, as would be the case through any Purchase of Real Estate in Indiana.

AGREEMENT TO PURCHASE REAL ESTATE

Bid Price =\$ _____
PLUS
1% Buyer's Premium =\$ _____
EQUALS
Contract Purchase Price =\$ _____

To: _____, Owner, Date 5/3/2008 I / We hereby offer to purchase real estate commonly known as _____ County of _____ State of Indiana said property more particularly described as: _____

The entire Contract Purchase price \$ _____ shall be paid in cash, \$ 1,000.00 down payment and the balance of \$ _____ at the time of closing. Financing is not a contingency. If any personal property is included in this transaction, it is included "AS IS". Buyer who is relying entirely for its condition upon his/her own examination hereby WAIVES inspection of said real estate. **Property is being sold "AS IS" with no warranties expressed or implied.** Buyer is purchasing the property subject to any easements, utilities, drains, highways, rights of way, leases, covenants, and restrictions of record, if any. Buyer shall take title to said real estate without a current staked or improvement location survey. Any survey made will be at the buyer's expense. **CLOSING:** This transaction shall be completed and close at Title Company or as agreed upon within 15 days after proof of merchantable real estate title. Closing fees shall be split between buyer & seller. Seller shall deliver an executed Warranty, Personal Representatives, or Trustees Deed, conveying the real estate, permanently attached or affixed improvements, and fixtures in substantially their present condition, usual wear and tear accepted. Seller assumes risk of loss and damage until closing. **POSSESSION:** Buyers shall have complete possession ___ days after closing. **RENTS:** If any shall be prorated through the day of closing. All leases, security and / or damage deposits, if any shall be transferred to Buyer at the closing. **TAXES AND CONSERVANCY DISTRICT LEVIES:** will be pro rated to day of closing. Seller shall pay all other taxes and assessments that are a lien upon real estate based on most current tax rate available. **BINDING AGREEMENT:** If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of both Buyer & Seller, their heirs, personal representatives and assigns. Schedule(s) A attached hereto form(s) part of this Agreement. Property selling subject to Seller's and / or Court approval.

The Buyer deposits as down payment the sum of \$ _____, evidenced by **cash / check #** _____ **Account #** _____ **Bank** _____ **By** _____ which is to apply toward the Contract Purchase price and be held in escrow by Seller's agent until closing. Property selling subject to seller and/or court approval. If offer is rejected by seller, this down payment shall be returned to Buyer. If this offer is accepted and Buyer fails to complete the purchase as agreed, the down payment shall be forfeited to Seller as liquidated damages and Seller shall have right to sue for specific performance or pursue any other legal remedy available to Seller under law. Subject to all other documents totaling _____ pages attached hereto.

Purchaser signature _____ Purchaser signature _____

Print name _____ Print name _____

Address _____ Address _____

City/ State/Zip _____ City/ State/Zip _____

Phone _____ SS # _____ Phone _____ SS # _____

As seller(s) of the real estate described herein above, I/We **reject / accept** the above purchase agreement at _____ am/pm on _____

Seller signature _____ Seller signature _____

Print name _____ Print name _____

Phone _____ Phone _____

Schedule A

Agreement to Purchase Real Estate

This Schedule is attached to and forms part of the Agreement to Purchase Real Estate between:

BUYER, _____, and

SELLER, _____, for the

REAL PROPERTY:

Address: _____

The Purchaser agrees to pay the balance of the purchase price in cash or by certified check to the Seller or their agent on the completion of this transaction.

The Purchaser shall purchase the property as it exists at the present time without representation, warranty or condition with respect to fitness, condition, insurability for fire or otherwise, environmental condition, zoning or lawful use of the property. The Purchaser acknowledges that they have relied entirely upon their own inspections and investigations with respect to the quantity, quality and value of the property.

The size, frontage and description of the property is believed by the Seller to be correct but if any statement, error or omission shall be found in the particulars thereof, the same shall not annul the sale nor entitle the Purchaser to be relieved of any obligation or adjustment of price hereunder.

Purchaser hereby acknowledges that any personal property remaining on premises will become the property of the purchaser.

The Purchaser hereby acknowledges that the Auctioneer and Auctioneer Company. are the Agents for the Seller, representing the interest of the Seller, unless otherwise specified and agreed in writing, and Purchaser agrees to proceed with this transaction.

This page must be initialed by all parties to the Agreement to Purchase Real Estate.

