



**JEFFBOONE**  
**& Associates Auction and Realty**

## Real Estate Terms:

“Addendum A”

Auctions Terms of Sale and Conditions

Auction Date December 22nd, 2021

1. Real Estate sells Absolute with No-Reserve, No buyers premium will be charged.
2. Tracts will be sold by the dollar and not by the acre.
3. Tracts 1-5 will be offered individually, in combinations with each other or in their entirety. Tract 6 because of different ownership will be sold as an individual parcel. Tracts will be sold by the parcel and not by the acre.
4. 5% of the purchase price will be required by the highest bidder for each tract/parcel at the conclusion of the auction and execution of the Purchase Agreement. This payment will be held in a non interest bearing account and applied toward the purchase price at closing. This is a **NONREFUNDABLE** deposit unless by default of the Seller(s). The sale of the real estate is not contingent on financing so it is advised that the purchaser make financial arrangements prior to bidding. The balance of the purchase price is due in cash at closing.
5. Closing to take place within 45 days of Auction or when an insurable title is available.
6. A Title Insurance Policy will be issued by Fidelity National Title located at 1106 Meridian St, Anderson, IN. Purchaser will pay closing costs of sale. Any cost associated with purchaser financing is at the expense of the purchaser only.
7. Any surveys required will be paid for by the Buyer(s). Tracts that are sold within their current legal descriptions will not need survey. If Tracts/Parcels 1 and 2 are sold to different buyers the final survey may indicate necessity for easement and/or shared driveway for access. If a survey is ordered, the survey will be ordered by the Auction Company or it's designated agent, and will be for the perimeter only. No information, data, or discussion is permitted by the surveyor and the buyer(s) or buyer(s) agent without authorization from the

seller, auction company, or real estate broker. If the new Survey determines an acreage amount different than the estimated amount as described in the Auction catalogue greater or less than one half acre, then the purchase price will be adjusted by using the price per acre determined at the Auction, multiplied by the acreage for that tract/parcel as determined in the new survey.. The purchase price will be adjusted accordingly as an amendment to the purchase price on the contract.

8. Taxes will be prorated to the date of closing and buyer(s) will assume 2022 ditch assessments..
9. Bidding increments are at the discretion of the auctioneer and may vary.
10. All Real Estate and property is sold As-Is without any warranty. Agent and Seller(s) make no assurances to the ability to obtain any zoning or building permits of any kind. Your bids are to be based solely upon your inspection. The sellers, auction company, real estate broker, and their representatives make NO warranty with regard to zoning classifications, specific purpose or use restrictions, easements or deed restrictions, availability or location of utilities; availability of building, driveway, water or septic permits; or any information or materials provided by any third party regarding the auction property. If parcels are sold separately Administrative Plat may be required for future Building.
11. Any announcements made on the day of sale take precedence over printed material or any other oral statement made. Auction company, Broker, or owner not responsible for accidents. Information has been provided via various printed and electronic media for the bidders'/potential buyers' review. Although this information is deemed to be reliable, it is NOT guaranteed, and should NOT be substituted for the bidders'/potential buyers' independent verification, and investigation of the property. The auction company and it's agents including real estate brokers disclaim any warranty or liability for information provided.
12. At the close of the auction, the high bidder(s) will be required to execute a purchase contract in the form of the Agreement to Purchase Real Estate, Addendum A. These terms and documents are non-negotiable. Time is of the essence. All terms and conditions of the Agreement to Purchase Real Estate and Addendum A shall survive the closing. If any provision of the Addendum A is inconsistent with a provision of the Agreement to Purchase Real Estate, the provision of the Addendum A shall prevail and control.
13. Jeff Boone & Associates Auction and Realty and Jeff Boone Realty and it's agents and representatives, are the exclusive agents of the sellers.
14. Seller and Buyers agree to take actions as requested to facilitate the closing of the sale including, but not limited to accommodating access by various vendors as may be required(i.e. surveyors, appraisers, etc....)

