

TERMS & CONDITIONS

**Corbie C. Adams - Real Estate Auction
Crystal Osinoski, Power of Attorney**

**4251 North Talley Road
Columbus, Indiana, 47203
Legal Description- N/2 NW/4 NW/4
Except 145' of the West 300 Ft. thereof
Tax Key-01961000500**

- The property will be sold subject to the Sellers' confirmation
- ON-LINE ONLY AUCTION-Bidding ends 9-9-10 2:00pm with a "soft close", meaning that a last minute bid will extend bidding by 10 minutes.
- Buyers Premium
 - An **11%** buyer's premium will be added to the final bid and charged to the buyer, the final bid plus the 11% buyer's premium will establish the final sales price.
 - **Example:** \$1,000.00 bid + 11% buyer's premium \$110.00 = \$1,110.00 final sale price
- A **\$5,000.00 down payment** \$500.00 will be charged to credit card immediately and the remaining \$4,500.00 is due at our office in Guaranteed Funds by 12:00 NOON Friday September 10, 2010. The down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing. The balance of the purchase price will be due on delivery of clear title on October 7, 2010 at 1:00pm
 - A promissory note will be signed along with the down payment check.
- Final closing is NOT contingent upon financing.
- The property will be conveyed by a general Warranty Deed.
- The seller agrees to furnish buyer(s) with evidence of a marketable title in the form of a Preliminary Title Insurance Commitment.
 - Buyer(s) may purchase an Owner's Policy of Title Insurance at his or her expense.
 - Taxes will be prorated to the date of closing.
- Closing shall take place at the office of Smart and Johnson Title corp., 723 3rd Street, Columbus, Indiana 47201
 - Closing fee will be paid by the buyer.
 - Closings will be held on October 7, 2010 at 1:00pm
- Possession will be granted at final closing.
- Possession of the crop land will be two (2) days after harvest of the existing soy bean crop.
- Possession of the home will be 30 days after closing.
- The as-is home located on the property is included in the sale of the land.
- Any personal property left by the seller or the present occupant of the home, on the day of possession, is the property of the buyer.

- Any trash, refuse or items of abandonment left at the property on the day of possession by the seller or the present occupant is the responsibility of the new owner to clean up and/or remove from the property.
- The successful Bidder shall execute an “Auction Real Estate Sales Contract” for the property immediately after being declared the Successful Bidder by the Auctioneer.
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property.
 - Further; Property sells as-is with no warranties expressed or implied
 - If a survey is required, survey will be at Buyer’s expense.
- JDC Group, INC dba United Country Coffey Realty and Auction and their representatives are exclusive agents of the Seller.
- All announcements made at the Auction take precedence over all advertising, oral or printed material.
- All information was gathered from reliable sources and is believed to be correct as of the date this brochure is published; however the seller or auctioneers have not independently verified this information. Auction plats and drawings are not to be relied on and are for representation purposes only. Its accuracy is not warranted in any way. There is no obligation on the part of the sellers or auctioneer to update this information.

SALE SITE: On-line ONLY – Bidding ending Thursday Sept. 9, 2010 @ 2:00 pm.

VIEWING INSTRUCTIONS: The home is not available for viewing.
Viewing of the land will be at the viewer’s own risk with no destruction of the planted crops permitted.
Neither the Seller, the Tenant, the Auctioneer nor the Listing Agency is responsible for accidents.

For questions call United Country Coffey Realty & Auction or your REALTOR.