

## **TERMS & CONDITIONS**

### **Hoagland Trust - Real Estate Auction**

**843 Sparta Street, West Lafayette, IN 47906  
Tippecanoe County, Wabash Township**

#### **Legal Description**

**BAR BARRY HGTS SD PT 2 LOT 97**

- The property will be sold at Public “Online - Internet Auction”, ending October 12, 2022 at 6 pm EDT
- The property will be sold subject to seller’s confirmation (sells with reserve).
- Property sells As-Is with no warranties expressed or implied
- The auction is Subject to prior sale (the property can be purchased prior to the end of the auction)
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- 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.
- **A down payment of \$15,000.00** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the auction contract by the sellers. Down payment will be payable to Stallard & Schuh Title Service. 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 via a wire transfer to the closing company, on delivery of insurable title on or before November 14, 2022.
  - A promissory note will be signed along with the down payment.
- Final closing is NOT contingent upon financing.
- The property will be conveyed by a Trustee’s Deed
- The seller agrees to furnish buyer(s) with an owner’s policy of Title Insurance Policy at closing.
- Real Estate Taxes: the taxes will be prorated to the day of closing.
- Closing:
  - Closing shall take place at the office of: Stallard & Schuh Title Service, 123 N. 8<sup>th</sup> Street, Lafayette, IN 47901
  - Closing fee will be paid by the buyer.
  - Closing will be held on or before November 14, 2022
- Possession will be granted at final closing.
- The successful Bidder shall execute electronically 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
- JDC Group, INC dba United Country Coffey Realty & Auction and their representatives are exclusive agents of the Seller.
- All announcements made up to the final close of the Auction bidding 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: Internet Only**

#### **VIEWING INSTRUCTIONS: By Appointment**

The viewing of the property will be at the viewer’s own risk. The Seller, Auctioneer nor the Listing Agency may not be held responsible for accidents.

For questions call or text Jimmie Dean Coffey or Cody Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 360-6005 Jimmie Dean’s cell or (812) 360-8383 Cody’s cell.

I do hereby agree to these Auction Terms & Conditions.

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**Bidder**