

## **TERMS AND CONDITIONS**

**Tract 1: E. Horse Shoe Bend (30.001 Acres)**  
**Tract 2: Indian Creek Ct. (50.337 Acres)**  
**Springville, IN - Greene County - Jackson Township**

### **Legal Description:**

Tract 1: 010-01046-00 NE, NW, SW 1 6 3 TRACT 8 28.001A Easement, 2A NON-Easement

Tract 2: 010-01045-00 NE, NW, SW 1 6 3 TRACT 6 48.337A Easement, 2A NON-Easement

- The property will be offered for sale via a Public Online - Internet Bidding Platform
- The property is being offered as 2 tracts:
  - Tract 1 – 30.001 Acres
  - Tract 2 – 50.337 Acres
- All bids/ offers must be entered prior to November 2, 2023 - 1:00pm EDT
- To be approved as a bidder a signed copy of the terms and conditions along with a signed bidder's certification must be received and approved by the auction office.
- Financing is not a Contingency; bidders must be prepared to pay cash at closing.
- This property will be sold subject to seller's approval, sells with an un-disclosed reserve. The seller will have 24 hours from the signed purchase contract to accept or reject the final bid.
- This property is Subject to prior sale (the property can be purchased prior to end of auction). Upon the receipt of an acceptable offer the seller reserves the right to cancel the auction.
- Property sells As-Is with no warranties expressed or implied. Bidders may perform their independent inspections prior to bidding.
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- Both tracts contain a conservation easement with 2.0 acres on each with no easement. See Conservation Easement documents provided for clarification.
- An **11%** buyer's premium will be added to the final bid and charged to the buyer at closing, the final bid plus the 11% buyer's premium will establish the final sales price.
- Any pre-auction offers must be made & presented to Listing Broker based on these Bidding Rules (Terms & Conditions).
- A "Down Payment" of \$10,000 per tract must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the purchase agreement. The down payment will be deposited with John Bethell Title Company.
- Upon the acceptance of the purchase agreement between the buyer and the seller, the down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you are prepared to pay cash at closing or have arranged your financing prior to bidding. The balance of the purchase price including the buyer's premium will be due via a wire transfer to the closing company, on delivery of insurable title on or before December 8, 2023
- The seller agrees to furnish buyer with an owner's policy of Title Insurance at closing. Preliminary title search provided in "Bidder's Info Packet".
- Real Estate Taxes will be prorated to the day of closing.
- Buyer will pay a Transaction Fee of \$275 at closing.
- Closing shall take place at the office of: John Bethell Title Company, Bloomington, IN
- Closing fee will be paid by the buyer.



**Coffey Realty  
& Auction**

- Closing will be on or before December 8, 2023.
- Possession will be granted day of final closing
- Successful Bidder shall execute electronically a "Real Estate Purchase Agreement" for the property immediately after being declared Successful Bidder.
- United Country Real Estate and their representatives are exclusive agents of the Seller.

All announcements made up to the final close of the bidding take precedence over all advertising, oral or printed material.

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/Buyer