

Real Estate Auction

MOUNT VERNON ACADEMY



WEDNESDAY, JUNE 22, 2016 AT 4:00 PM

SALE LOCATION:

Mount Vernon Academy Main Campus
Administration Building
525 Wooster Rd., Mt. Vernon, Ohio 43050

INSPECTION DATES:

May 11th, May 25th, and June 15th, from 4-6 pm.

Mount Vernon Academy was founded in 1893 as a private, Christian boarding high school located in Mount Vernon, Ohio. The Academy was a part of the Seventh-day Adventist education system, the world's second largest Christian school system; and prior to closing its doors, was the oldest operating boarding academy for the Seventh-day Adventist Church. The campus consists of 24± acres having 13 buildings totaling approximately 193,625 sq. ft. Additionally, the Academy has 227± acres of tillable ground, woods and recreational land, and two residential houses.

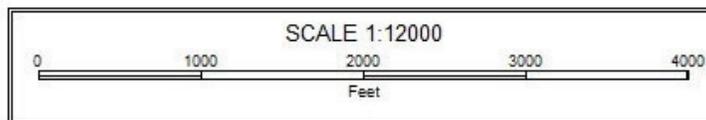
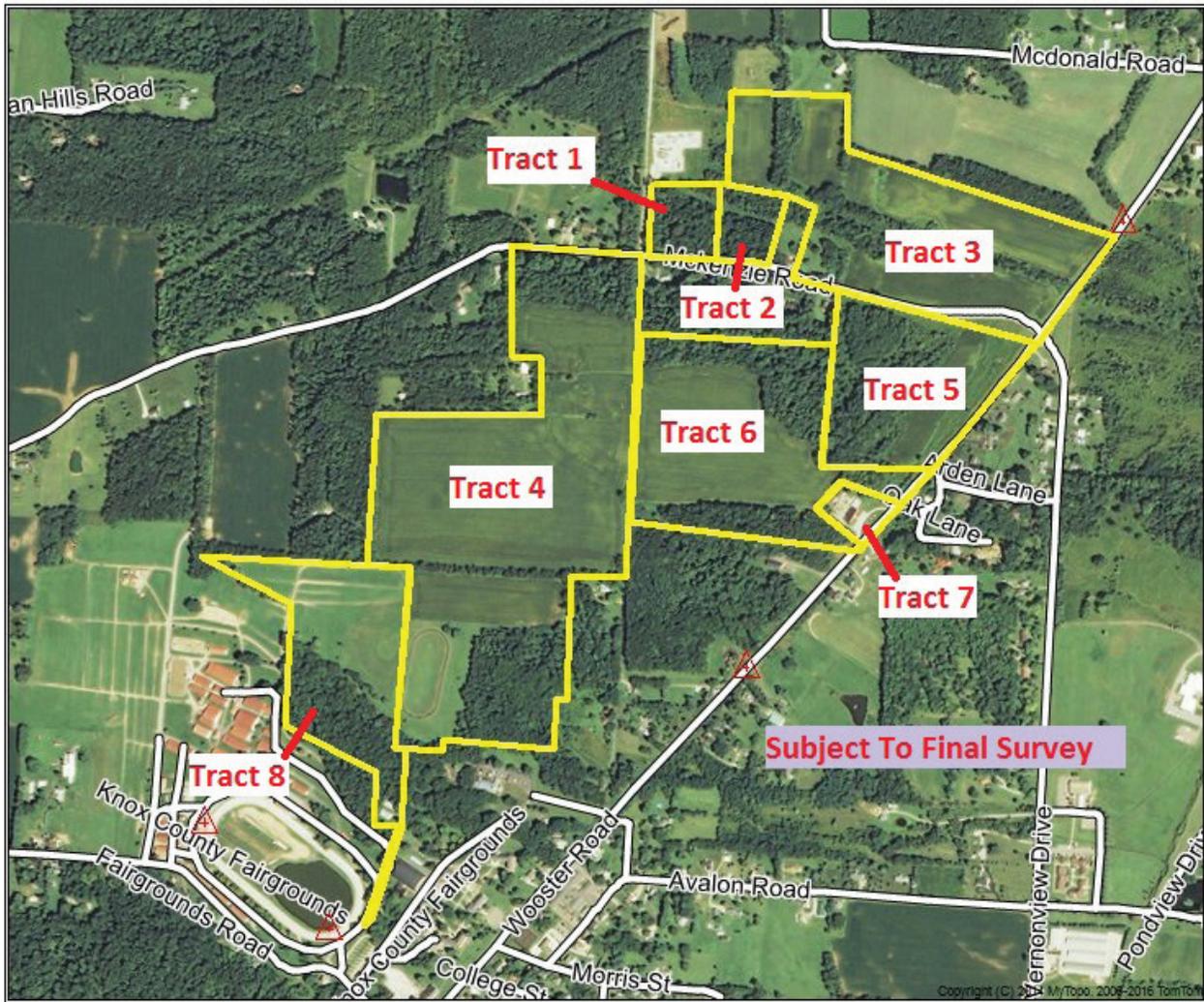
The property will be offered in 16 tracts in a multi-auction format.



Auction Services

Chip Carpenter | Broker/Auctioneer | (614) 206-1135
David J Douglas | Broker/Auctioneer | (937) 763-3100
Ryan Rogers | Agent | (614) 893-3843

www.ucrealestateandauction.com



The property will be offered in the following tracts in a multi-auction format:

TRACT 1: 4± acres wooded building lot located on McKenize Rd.

TRACT 2: 4± acres wooded building lot located on McKenize Rd.

TRACT 3: 45± acres tillable ground, woods and creek located at the northeast corner of McKenize and Wooster Rd with frontage on both.

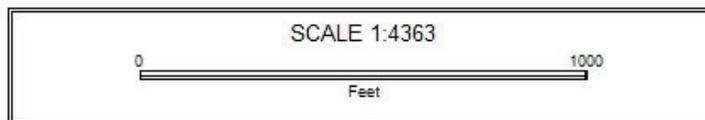
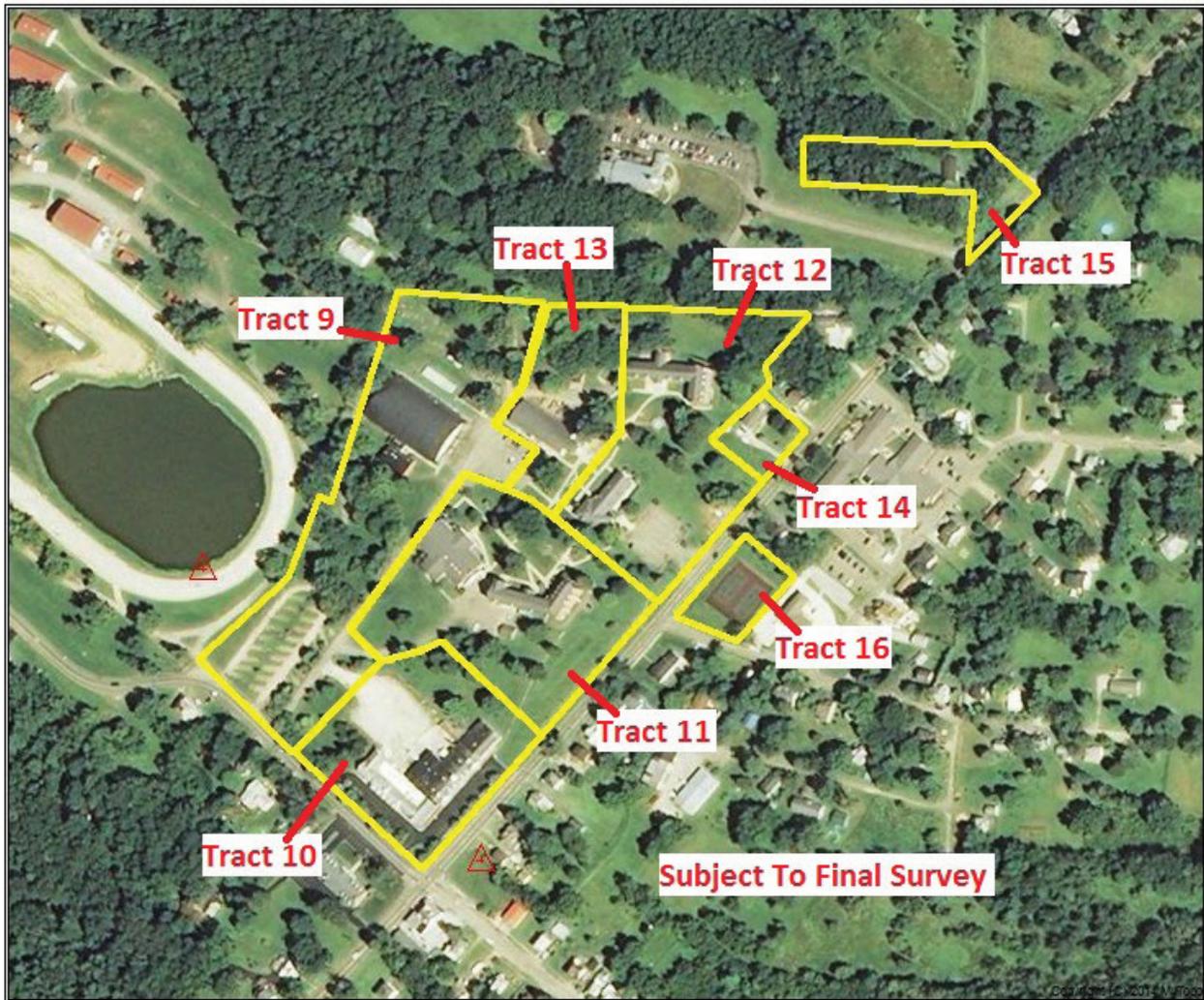
TRACT 4: 85± acres with high percentage of tillable ground; woods and frontage on McKenize Rd.

TRACT 5: 24± acres tillable ground with woods on northwest corner of McKenize and Wooster Rd., frontage on both roads.

TRACT 6: 39± acres, some tillable ground with wooded frontage on Wooster Rd.

TRACT 7: 645 Wooster Rd. 2.5± acre commercial site improved with a 4,000± sq. ft. block and frame building built in 1976.

TRACT 8: 27± acre tract with open fields, woods, and two pole barns (2,560± sq. ft. and 3,200± sq. ft.). Gas well and mineral rights included with this tract.



TRACT 9: 7± acre parcel improved with a 20,000± sq. ft. open building used as a gymnasium with storage, office, observation areas, workout room, and stage. Attached to this building is a 2 story 6,520± sq. ft. building.

TRACT 10: 4.2 ± acre parcel complete with ≈30,000 sq. ft. strip center.

TRACT 11: 4.9± acre parcel improved with a 25,500± sq. ft. building.

TRACT 12: 5.6± acre parcel improved with a 16,000± sq. ft. 2 story brick building.

TRACT 13: 2± acres swing tract that only can be purchased with tracts 9, 11 or 12.

TRACT 14: 527 Wooster Rd. Single family residence with 3 bedrooms.

TRACT 15: 537 Wooster Rd. Single family ranch home with 3 bedrooms. Situated on a 2.055± ac lot.

TRACT 16: 0.7± acre lot with frontage on Wooster Rd.



TRACT 1

4± acre building lot, wooded, located on McKenzie Rd.



TRACT 2

4± acre building lot, wooded, located on McKenzie Rd.



TRACT 3

45± acres tillable ground, woods and creek located at the northeast corner of McKenzie and Wooster Rd with frontage on both.



TRACT 4

85± acres with high percentage of tillable ground; woods and frontage on McKenzie Rd.



TRACT 5

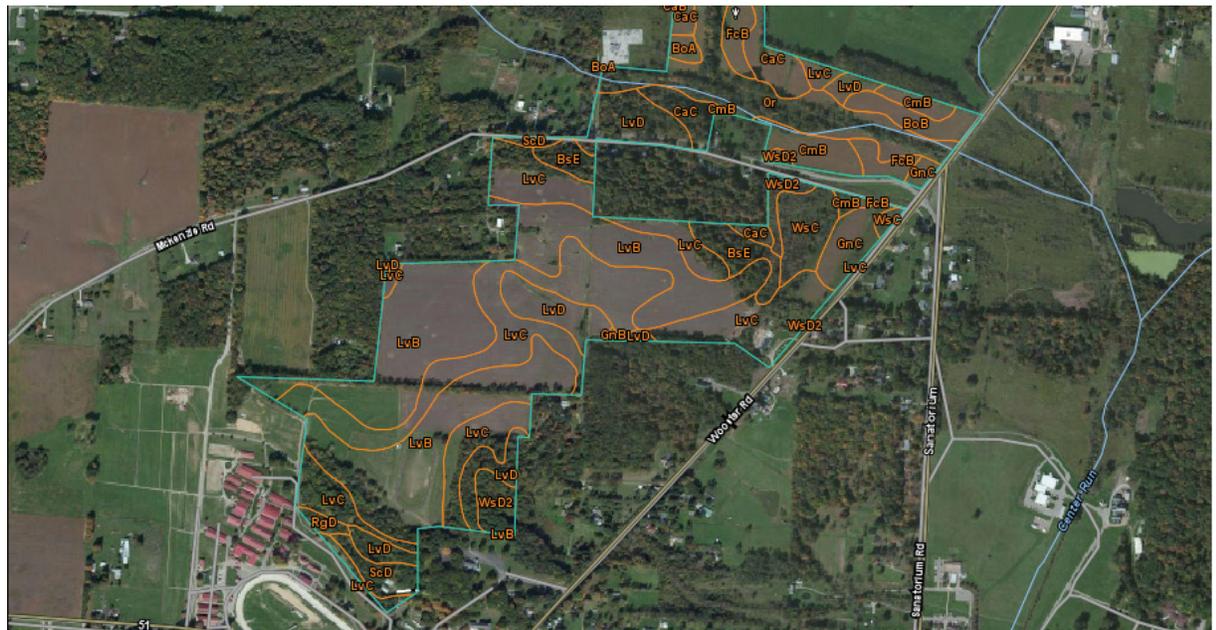
24± acres tillable ground with woods northwest corner of McKenzie and Wooster Rd, with frontage on both roads.



TRACT 6

39± acres, some tillable ground with wooded frontage on Wooster Rd.

MVA SOIL MAP



TRACT 7



645 Wooster Rd. 2.5± acre commercial site improved with a 4,000± sq. ft. block and frame building built in 1976. Includes office, warehouse and shopping areas, overhead doors, restroom, on-site well, and gravel parking area.

TRACT 8



27± acre tract with open fields, woods, and two pole barns (2,560± sq. ft. and 3,200± sq. ft.). Gas well and mineral rights included with this tract.

TRACT 9



7± acre parcel improved with a 20,000± sq. ft. open building used as a gymnasium with storage, office, observation areas, workout room, and stage. Attached to this building is a 2 story 6,520± sq. ft. building with restrooms, locker rooms, and storage areas. Additionally, located on the parcel is a 3,240± sq. ft. 2 story brick building with office space, large conference rooms, restrooms, and a concrete block structure.

TRACT 10



4.2 ± acre parcel complete with ≈30,000 sq. ft. strip center. The building has multiple uses with high visibility on the corner of Fairgrounds and Wooster Rds. Blacktop parking and 1,090 sq. ft. of loading docks. Great location for retail space, medical office, or professional offices.

TRACT 11



4.9± acre parcel improved with a 25,500± sq. ft. building. The lower level has open rooms and restrooms. Main floor has cathedral ceilings, a large open banquet style room with kitchen area, and restrooms. Additionally, the lot is improved with a 3 story 28,700± sq. ft. brick building formally used as a dormitory and a two car garage. This parcel has frontage and visibility on Wooster Rd. and additional access from easement on Fairgrounds Rd.

TRACT 12



5.6± acre parcel improved with a 16,000± sq. ft. two story brick building. The building has offices, an auditorium with stage and seating, and large open rooms and restrooms. Additionally, located on this tract is a 26,000± sq. ft. brick building formally used as a dormitory.

TRACT 13



2± acres swing tract that only can be purchased with tracts 9, 11 or 12. This parcel is improved with a 9,030 sq. ft. open span building, loading docks, office, restrooms. Would complement any of the 3 parcels it can be purchased with. Currently used as maintenance building.

TRACT 14



527 Wooster Rd. Single family residence with 3 bedrooms, 1 bath, living room, and kitchen situated on 0.5± acres tract.

TRACT 15

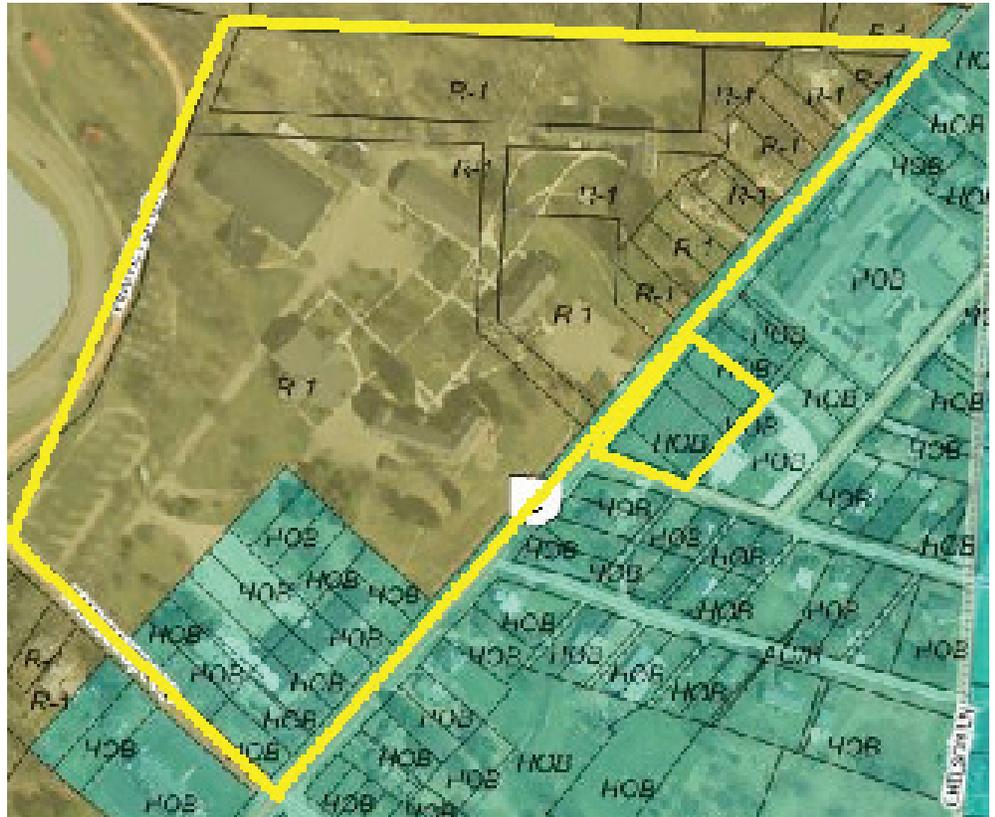


537 Wooster Rd. Single family ranch home with 3 bedrooms, 1 bath, living room, kitchen, full basement, and an attached one car garage. Situated on a 2.055± ac lot.

TRACT 16



0.7± acre lot with frontage on Wooster Rd.



EXISTING ZONING DISTRICTS

R-1: LOW DENSITY RESIDENTIAL
Permitted Uses:
 SINGLE FAMILY DWELLING
 CHURCHES
 SCHOOLS – PUBLIC AND PRIVATE
 PUBLIC PARKS AND PLAYGROUNDS

B-1 / HOB: GENERAL BUSINESS
Permitted Uses:
 RESIDENTIAL
 RETAIL
 RESTAURANTS/GROCERY
 SERVICE
 OFFICES
 AUTOMOTIVE USES
 RECREATION
 WAREHOUSING
 INSTITUTIONS

TERMS & CONDITIONS

United Country Real Estate and Auction Services, LLC | 740-965-1208 OR 614-206-1135
Sellers: Mount Vernon Academy of the Seventh Day Adventist Church

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells subject to owner's confirmation within 24 hours of auction closing.

1. Buyer to pay a NONREFUNDABLE down payment in the amount of 10% of the total purchase price, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of purchase price is due in cash at closing which shall occur on or before August 5, 2016. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. Seller will not pay CAUV recoupment on any tract over 10 acres. Survey: A new survey will be provided by seller if necessary for transfer, otherwise a new survey will not be provided. The survey will be at the Seller's expense and any issues regarding the survey will be at the Seller's discretion. Combination purchases will receive a perimeter survey only. Seller will pay for conveyance fee, Owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$150.00, and deed preparation from title agency of Seller's choosing only. Seller will pay no other closing costs. The Owner's policy of title insurance shall contain all standard exceptions as listed in the title commitment. Seller shall convey marketable title to the real estate by Warranty Deed.
2. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. United Country Real Estate and Auction Services, LLC and all agents associated represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
3. All prospective Buyers who desire to participate in the auction must register on the day of sale prior to bidding and must then provide all personal information as requested by the Auctioneer. Realtor cooperation is welcome; however, Realtors must register their clients 48 hours prior to sale with an agency disclosure. No exceptions.
4. Seller has specifically reserved the right to have the Auctioneer determine the minimum bid advancement that will be accepted from all bidders, including the amount necessary to "break" winning bids during the multi parcel portion of the auction. This is a multi-parcel auction with open bidding on any tract, combination of tracts, or the whole property until the Seller or Auctioneer determine it to be closed. The Auctioneer will handle any disputes at the time of the auction and all decisions will be final. The Auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party. This auction may be subject to online, phone or proxy bidding.
5. Each successful bidder will be required to immediately execute the posted purchase contract and deposit the down payment to the Auctioneer described as above. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by Seller nor United Country Real Estate and Auction Services, LLC. Mineral rights for tract #8, the 27 +/- acre tract, shall be transferred to the successful bidder. The mineral rights, including ownership of the existing natural gas well, do not include any transmission or distribution lines. The successful bidder shall assume all responsibilities for all gas transmission or distribution lines including those that may cross properties owned by others.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the Buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
8. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by Seller or Auctioneer. Announcements made day of sale shall take precedence over printed material.
9. Tracts 8, 9, 10, 11, 12, 13 will be subject to water, sewer, and ingress and egress easements. Maps of easements will be made available prior to sale with attached easement language.
10. All Buyers of buildings will be required to obtain their own sewer, water and gas taps. Additionally, they will need to obtain their own electric meters for each building.
11. Tract #4 has a tower located on it owned by a third party. Buyer of this tract assumes responsibility for any post-sale agreements with the owner of the tower to negotiate an acceptable lease between owner of the tower and land owner or remove the tower from the property.
12. Tract #13 is a swing tract and can only be purchased by an adjoining tract or property owner.
13. Seller reserves the right to accept or reject any bid in its sole discretion prior to mutual execution of a binding purchase contract pertaining to such bid.
14. Purchase price for tracts 1, 2, 3, 4, 5, 6, and 8 will be adjusted to new survey after auction based on actual acreage sold.
15. Tract #4 has a gas well on the property that has been properly capped and filed with the state of Ohio.
16. Buyer acknowledges that seller will have until Thursday June 23 at 6:00 pm to review all purchase contracts. Buyers will be required to sign all paperwork the night of sale and deposit with Auctioneer the earnest money herein described. All earnest money deposits on any offer not accepted will be returned to buyer within 24 hours of Sellers response.



United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

Auction Services

www.ucrealestateandauction.com

CONTACTS

PROPERTY RELATED CONTACTS

CHIP CARPENTER
614.206.1135
UNITED COUNTRY REAL ESTATE AND AUCTION SERVICES
CHIP@UCREALESTATEANDAUCION.COM
WWW.UCREALESTATEANDAUCION.COM

COUNTY COMMISSIONERS
740.393.6703

TREASURER
740.393.6735

FSA OFFICE
740.363.3671

AUDITOR'S OFFICE
740.393.6750

REGIONAL PLANNING
740.3936718

CHAMBER OF COMMERCE
740.393.1111

KNOX COUNTY ENGINEER
740.3971590

COUNTY EXTENSION OFFICE
419.946.2780

COLUMBIA GAS OF OHIO
740.397.8242

KNOX COUNTY WATER DEPT
740.397.7041

ELECTRIC
740.455.4680

JEFF HARRIS
AREA DEVELOPMENT FOUNDATION OF KNOX COUNTY
740.393.3806

MONROE / MORRIS TWP
<http://www.co.knox.oh.us/townships/>
ODNR FISH & WILDLIFE
<https://ohiodnr.gov/>

PURCHASE CONTRACT

CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in _____, _____ County, Ohio, and known as: _____ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4535.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days from Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before _____ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through _____. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The Buyer, Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title.
The Buyer Seller split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: to the highest bidder regardless of price, **OR** subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting any of Seller's further remedies. Either party may demand specific performance of this Contract.

Buyer Initial Seller Initial

9. **SELLER'S CERTIFICATION:** Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except restrictions and easements of record and except the following assessments (certified or otherwise): _____
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** Buyer Seller Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given at closing, _____ days after closing at _____ AM PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services, LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.
16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the

_____,
Buyer Initial Seller Initial

date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. NOTICES TO THE PARTIES:

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. MISCELLANEOUS:

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. OTHER TERMS: _____

Buyer Initial Seller Initial

20. **DEED TO:** (Print) _____

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before _____ AM PM EST on the _____ day of _____, 20____.

The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

BUYER: _____

BUYER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the foregoing and hereby: accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, rejects said offer, or counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before _____ AM PM EST on the _____ day of _____, 20____.

Print

Sign

Date

SELLER: _____

SELLER: _____

FULL ADDRESS: _____

PHONE NUMBERS: _____

WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____ I hereby acknowledge receipt of \$ _____ cash cashier's check personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____

Its: _____



Buyer Initial Seller Initial

EXHIBIT B

to Contract to Purchase Real Estate At Public Auction

The following shall be incorporated into Section 19 of the Contract as if fully set forth therein:

- Buyer and Seller acknowledge that Seller may deem it necessary to enter into certain agreements concerning the property prior to closing hereunder for the purposes of providing utility, pedestrian, or vehicular access across one or more parcels which make up the Real Estate or other parcels owned by Seller. To the extent not completed prior to the Auction, the parties shall work in good faith, as reasonably necessary, to cause any such agreements to be executed prior to the Closing Date.
- Notwithstanding anything to the contrary contained herein:
 - Seller's portion of the title agency closing fee shall not exceed \$150.
 - If the Real Estate under this Contract pertains to parcel 27, Mineral Rights are being reserved for the Seller at closing.
 - If the Real Estate hereunder includes Tract #4 Buyer agrees to give the owner of the tower 90 from the date of the Auction to either negotiate an acceptable lease between owner of the tower and land owner or remove the tower from the Real Estate.¹

[END OF EXHIBIT]

¹ See comment in terms and conditions.

TITLE COMMITMENTS

[CLICK HERE TO VIEW TITLE COMMITMENTS FOR EACH TRACT](#)