



LIVE REAL ESTATE AUCTION – ABSOLUTE – EXHIBIT A TERMS & CONDITIONS

1. **Property Address:** 7601 Hess Jawtak Road, Lanesville, IN.
2. **Conditions of Sale:** Everyone must register for a bidder number. The owner does warrant that they have good merchantable title to the real estate and that they will convey the same with an appropriate deed (via a personal representative's deed), free from all encumbrances, liens or judgments at the time of closing.
3. **Restrictions:** Subject to local county and state laws, ordinances and regulations; also selling to all easements of record. Seller is placing no restrictions on the property.
4. **Acceptance of Bid:** Real estate is being sold to the high bidder without reserve. All successful bidders will be required to enter into purchase agreements at the auction site immediately following the close of the auction. By signing an offer, Buyer(s) will be waiving the 10-day lead based paint test. This auction is **absolute with no reserve** and is a cash sale not contingent on or subject to financing, appraisal, survey, or inspections of any kind.
5. **Down Payment:** 10% (non-refundable) down payment on the day of auction with the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check, or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
6. **Closing:** The balance of the purchase price is due at closing, which will take place within 30 days of auction.
7. **Possession:** Possession at closing.
8. **Lead Based Paint Disclosure:** Buyers of any interest in residential real property with a residential dwelling built prior to 1978 are notified that such property may present exposure to lead from lead-based paint. The Seller(s) of such property is required to provide the Buyer(s) with any information on lead-based paint hazards from risk assessments or inspections while in the Seller(s) possession and notify the Buyer(s) of any unknown lead-based paint hazards. Any inspections and assessments for the presence of lead-based paint and/or hazards by a buyer(s) must be made prior to auction; otherwise, buyer(s) waives the 10-day opportunity to conduct such risk assessment/inspection and shall acknowledge receipt of lead-based paint disclosure form.

9. **Real Estate Taxes:** Real estate taxes will be prorated to the day of closing.

10. **Acreage:** All tract acreages, dimensions, and proposed boundaries, are approximate and have been estimated based on current legal descriptions and/or aerial photos.

11. **Real Estate Brokerage Services Disclosure:** Beckort Auctions LLC and their representatives are Exclusive Agents of the Seller(s). We do not represent the buyer(s) in any manner and we must be completely loyal and faithful to our client. Beckort Auctions LLC has an exclusive right to sell listing for this transaction. All negotiations must be conducted through Beckort Auctions LLC.

Properly registered Broker/Agents are eligible for a commission of 1% of the client's accepted winning bid initial bid. Commission based on auction bid price not to include any buyer's premium if applicable. You must pre-register your Buyers with Beckort Auctions, LLC twenty-four (24) hours before the end of the auction by filling out and recording with Beckort Auctions a Broker Registration Form. Agents who fail to pre-register their Buyer will not be recognized as Buyer Agents and will not be entitled to a co-op commission. Broker/Agent cannot act as a Buyer and Broker/Agent on the same transaction. Please review the Broker Registration Form for eligibility.

12. **Disclaimer and Absence of Warranties:** All information contained in the brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied concerning the property is made by the seller or the auction company. All sketches and dimensions in the brochure and are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in the brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the seller or the auction company. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The seller and selling agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENT MADE.

REVISED 02/10/2014