

Real Estate Auction
RARE Midwest Real Estate Auction: Buyers Dream-Act Now!
May 23rd, 2024 @ 7:07 PM

Buyer Registration:

Buyer(s) Name: _____

Company Name: (If Applicable) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Contact Phone #: _____ **State Issued ID #:** _____

Terms & Conditions:

Winning Bidders: Selling agent will reach out to winning bidders within 24 hours of the auction end.

Deposit: To register for this real estate auction, the buyer must agree to deliver a nonrefundable deposit to the designated title company and execute a purchase agreement within 2 days of the auction end. The deposit must be in the form of a cashier's check, via wire transfer, or online transfer through Earnnest or Qualia platforms.

Failure to pay the remaining purchase price by the due date of June 14th, 2024 will result in the forfeiture of the deposit, and other sanctions at the Auctioneer's discretion. Purchasers may extend the closing date to June 28th, 2024 by posting an additional nonrefundable deposit of 5% of the winning bid amount in addition to the initial nonrefundable deposit.

- Be it understood that Agora Realty Group advises all potential buyers to seek legal counsel if for any reason they do not understand any part of the auction's TERMS and CONDITIONS. The buyer confirms that by placing their signatures below, they have inspected the subject property to their satisfaction for their intended uses, and further understands that he/she agrees to all of the terms and conditions for this auction.

Agency Disclosure:

- **For ALL Lots:** It is clearly understood and agreed by the parties hereto, that Agora Realty Group is the selling agent, and all parties employed by or associated with Agora Realty Group represent the Seller in this transaction. Further, the Buyer confirms that verbal disclosure of representation was provided to them prior to signing this agreement.
 - **For Lots 1, 6, 11, 14, 17, 18, 19, 20, 23, 24, 28, 30, 31, 35, 38 ONLY:** It is clearly understood and agreed by the parties hereto, that Agora's MaXXed Out Realty is the co-selling agent, and all parties employed by or associated with Agora Realty Group and Agora's MaXXed Out Realty represent the Seller in this transaction. Further, the Buyer confirms that verbal disclosure of representation was provided to them prior to signing this agreement.

THIS IS AN INTERNET-ONLY AUCTION - If you prefer to turn in a bid in person, please call the office at 937-271-2000 to make arrangements.

Initial _____

Buyer's Premium: A 10% buyer's premium will be added to the final bid. If you bid \$10,000.00 the total sale price will be \$11,000.00.

Possession: All real estate remains titled to the seller until the sale is declared complete by the Auctioneer, the balance of the purchase price is paid, and a deed is recorded in favor of the purchaser. Until that time, the purchaser may not take possession of or otherwise enter upon the real estate. All interested bidders are admonished to consult legal counsel regarding their rights to possession after winning a sale auction.

Easements: The sale of this property is subject to any and all easements of record.

Real Estate Taxes: Real Estate taxes and assessments shall be prorated through the date of sale and shall be paid out of the purchase price using the Montgomery County short proration method for anything in Montgomery County. Additional counties will be according to long tax proration: Greene County, Warren County, Butler County, Montgomery County, Hamilton County, Delaware County, Fairfield County, Franklin County, Knox County, Licking County, Logan County, Madison County, Marion County, Morrow County, Pickaway County and Union County.

Purchase Agreement: The successful bidder shall execute a purchase agreement within 2 days after being declared the winning bidder by the selling agent. Please Note: The purchase agreement will offer no contingencies.

Terms: The property is being sold "AS IS, WHERE IS" without warranty or guarantee of any kind. Each potential buyer is encouraged to perform his/her own independent inspections, investigations, inquiries, and due diligence concerning the described property prior to bidding a.

Financing: Financing is allowed as long as pre approval is sent to linda@auctionbymayo.com at the time of registration. Financing will require an additional nonrefundable deposit of 5% of the winning bid amount in addition to the initial nonrefundable deposit.

Title Company: The successful bidder shall pay the balance of the purchase price on or before June 14, 2024. Closings shall be directed by seller through Sterling Land Title or Vantage Land Title, which shall ensure marketable title to each property. ***Bidders that complete their registration by May 10th, 2024 at 5:00 PM EST will receive a \$500 credit on their owner's title insurance policy.***

The Auctioneer makes no representations or warranties regarding the state of title of the real estate and improvements being sold. All persons interested in bidding are admonished to consult public records and legal counsel prior to entering a bid, and to work with a title insurer to obtain title insurance.

Broker Participation: To qualify for a two percent (2%) Buyers Agent Commission, all licensed real estate agents must register their client prior to the auction end by submitting a broker participation form. No registration forms will be accepted after 5/23/2024 at 7:00 PM EST.

Backup Bids: In the rare event that the winning bidder is unable to close on this transaction, we will refer to the next highest bidder in line.

Extend All/ Dynamic Closing: The closing time of all properties are automatically extended an additional 5 minutes whenever a bid is placed within the last 5 minutes of the auction closing time on any of the properties listed in this auction.

Initial _____

Warranty and Condition of Items Sold: All sales are made “as is, where is” and caveat emptor. The Auctioneer makes no representations or warranties, and assumes no liability for the condition of the real estate and improvements being sold including, but not limited to, any environmental or hazardous conditions that may exist within, under, around, or near said real estate and improvements.

Catalog Discrepancies: You are bidding on the described item(s), not the photograph, occasionally the wrong photo may be displayed, always read the item description and do your own research about the item(s) you are bidding on.

The auctioneer reserves the right to add or remove items from the auction; split or combine lots; add minimum bids or reserve prices; cancel, suspend, extend, or reschedule an individual item or auction event. The auctioneer reserves the right to make changes to the auction closing times or inspection or removal times.

The Auctioneer makes no representations or warranties as to the state of any utility accounts associated with the real estate. All persons interested in bidding are admonished to contact the appropriate public utility or municipality to confirm the status of those accounts.

The Auctioneer may not give you legal advice.

All sales are subject to owner confirmation.

THESE TERMS AND CONDITIONS MAY BE MODIFIED OR EXPANDED BY INFORMATION POSTED IN EACH INDIVIDUAL AUCTION.

In addition to completing this form, and in order to place your bid, you will need [to create an account and register online for this auction](#). If you already have an account set up, you [can log in and register](#) for this auction to then be approved and place your bid. Once you have completed both the form and the online registration, you will receive an email from our office letting you know that you are approved to bid and can place your bid at any time.

Date: _____

Buyer's Signature: _____

Initial _____