REAL ESTATE AUCTION

3 Bedroom / 2 Bath Brick Bi-Level Closing Weds., June 14, 2023 at 1:00 PM

2098 Loman Ave., York, PA 17408





Brick bi-level on an oversized .396 acre corner lot. This 2,000 sq ft home has 3BRs, 2 Baths, eat-in kitchen with dining area, living room, hardwood floors on main level. Lower level has family room with fireplace and kitchenette (adult child or in-law quarters). Attached 2-car garage and covered rear porch. Come check out this solid brick home in a great neighborhood located in West Manchester Twp., West York School District.

PROPERTY INFORMATION PACKET



JenningsAuction.com JenningsAssetLiquidations.com 717.268.0020





PROPERTY INFORMATION **PACKAGE**



3 Bedroom, 2 Bath Home with In-Law Quarters Set on a Corner Lot 2098 Loman Ave, York, PA 17408 **West Manchester Township, York County**

Preview:

Sunday, May 21 Sunday, June 4 1:00 PM-5:00 PM Or by appointment.

Online Bidding Closes:

Wednesday, June 14

at 1:00 PM ET

Property Location

2098 Loman Ave York, PA 17403

Property #:

AL61423A

Saralyn Alderfer-Nyce **Tranzon Alderfer** 2780 Shelly Road Harleysville, PA 19438

P: 215-723-1171 F: 215-799-0766

saralyn@tranzon.com

In Conjunction with: Jennings Auction Group 15 Hykes Mill Road York Haven, PA 17370 717-268-0020 Lic# AY002059



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PROJECT SUMMARY

AUCTION - 3 Bedroom, 2 Bath Home w/ In-Law Courters & Set on a Corner Lot, York, PA

Property # AL61423A

Auction Date: Online Bidding Opens: Friday, June 9, 2023 at 1:00 PM EST

Online Bidding Closes: Wednesday, June 14, 2023 at 1:00 PM EST

Preview: Sunday, May 21st and Sunday, June 4th from 1:00 PM—5:00 PM EST

Or call Jennings Auction Company at 717-268-0020 to schedule an appointment.

Property Address: 2098 Loman Ave

York, PA 17403

West Manchester Township, York County

Registration: Register and bid online at www.Tranzon.com/AL61423A

Summary of Terms: Sale is to Confirmation by Seller. A 10% Buyer's Premium will be added to obtain the final purchase price. For example, if the high bid is \$100,000, the 10% Buyer's Premium (10% of the high bid) is \$10,000. When added to the high bid the final purchase price is \$110,000. Deposit Amount- 10% deposit of total contract price; which is the total of the high bid and the Buyer's Premium. The balance of the contact price is due at closing which is to be within 45 days of auction. Sold in As-Is condition, no contingencies. 2% paid to a properly registered broker. The property will be sold as-is with no contingencies. Please see complete Terms and Conditions.

Thank you for your interest in this property and we look forward to working with you!

Sincerely,

Saralyn Alderfer-Nyce Tranzon Alderfer

B.J. Jennings, CAI, BAS Jennings Auction Group jenningsauction.com



PROPERTY DESCRIPTION 2098 Loman Ave, York, PA 17403

3 Bedroom, 2 Bath Home w/In-Law Courters & Set on a Corner Lot, York, PA

- Approx 2,000 Sq Ft
- 3 Bedrooms
- 2 Bath
- Living Room
- Dining Room
- Family Room with Fireplace
- In-Laws Quarters with Kitchenette
- Brick
- Hardwood Floors
- Laundry Room
- Extra Office / BR in Lower Level
- 2-Car Attached Garage
- Covered Rear Porch
- Public Water and Sewer
- Shiloh Neighborhood
- West York Area School District
- Property Type: Residential
- 17,000+ Sq Ft Corner Lot
- Property Taxes: \$4,500
- York County
- Tax Parcel #: 51-000-23-0013.00-00000



Working in conjunction with: Jennings Auction Group, 15 Hykes Mill Road, York Haven, PA 17370 Contact Jennings Auction Group for more information or with any questions at 717-268-0020. https://jenningsauction.com/auction/online-real-estate-auction-york-pa





















































Start of Lower Level

















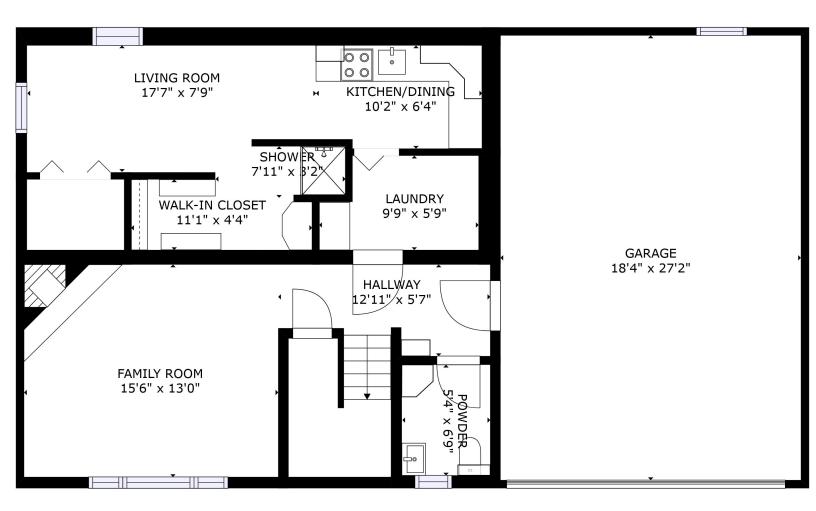








FLOOR PLAN

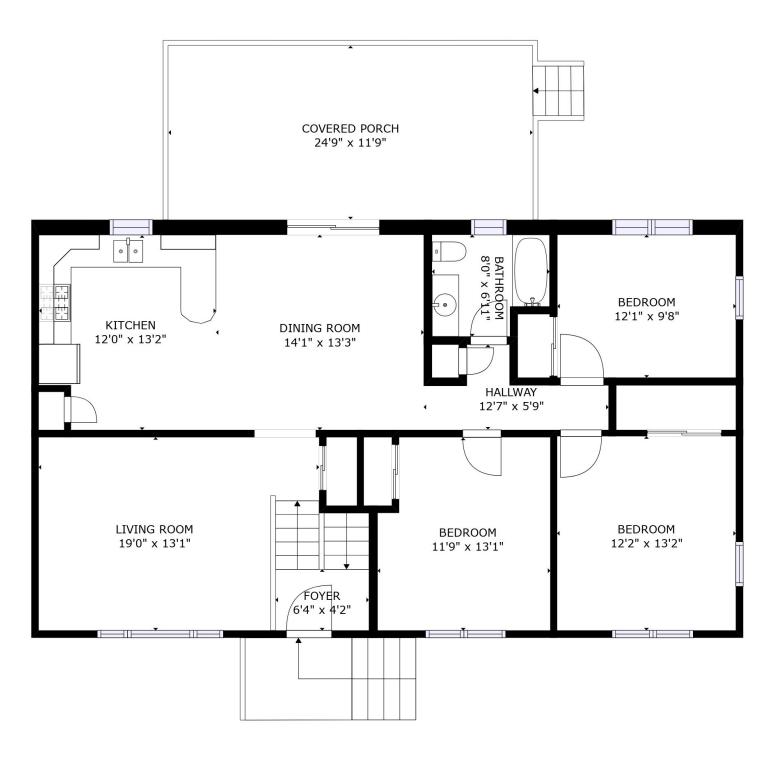


GROSS INTERNAL AREA
FLOOR 1: 739 sq. ft, FLOOR 2: 1564 sq. ft
EXCLUDED AREAS: , GARAGE: 498 sq. ft
TOTAL: 2303 sq. ft
SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

Matterport

FLOOR 1

FLOOR PLAN

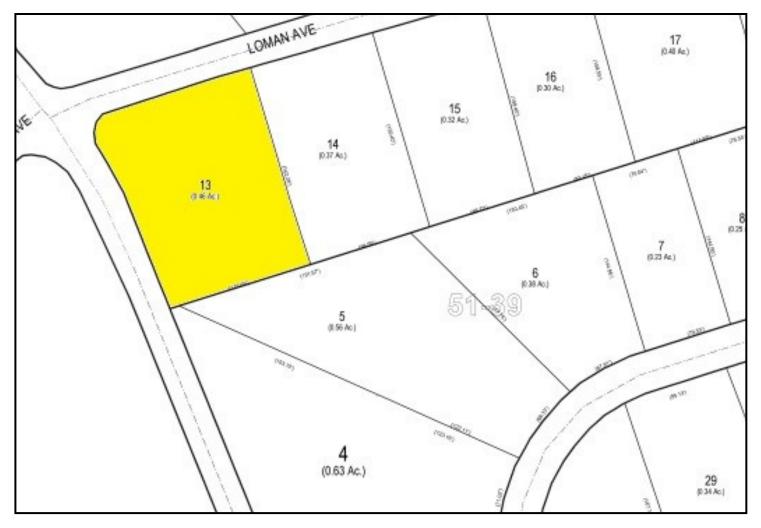


AERIAL VIEW



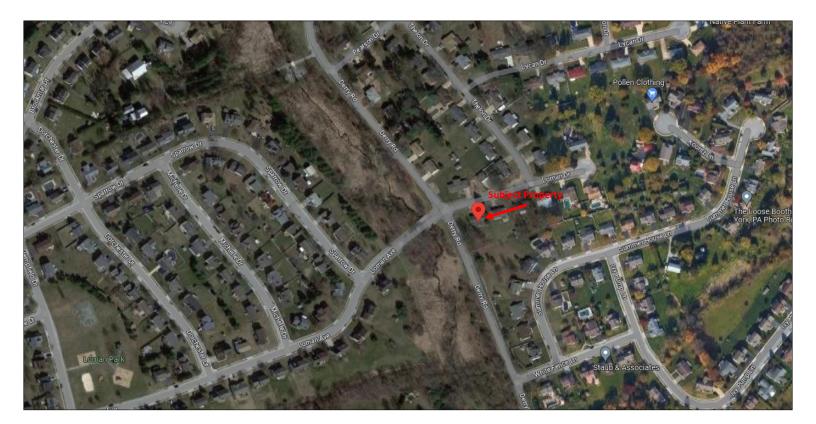


** Property lines are approximate.**

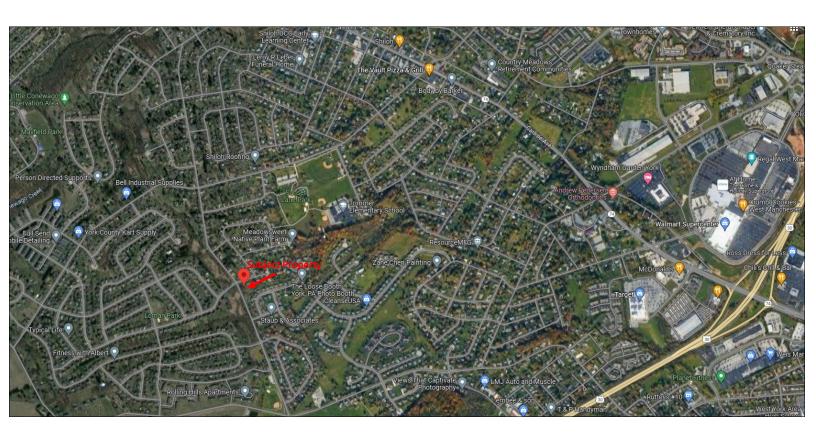




LOCATION MAPS



Local Area Map



Regional Area Map

WEST MANCHESTER TOWNSHIP INFORMATION

About

- The total population is 18,884 according the 2010 estimates
- In the township the population was spread out with 20.1% under the age of 18, 5.9% from 18 to 24, 27.5% from 25 to 44, 25.6% from 45 to 64, and 20.9% who were 65 years of age or older. The median age was 43 years. For every 100 females there were 90.9 males. For every 100 females age 18 and over, there were 87.1 males.
- The median income for a household in the township was \$45,212, and the median income for a family was \$54,634. Males had a median income of \$40,113 versus \$24,787 for females.
- According to the United States Census Bureau, the township has a total area of 20.1 square miles (52 km2), of which 20.0 square miles (52 km2) is land and 0.05% is water.
- York County was once covered by an ancient sea, which left deposits such as the starfish-like fossil that was found during the construction of the Holiday Inn Holidome (Wyndham Garden York). The fossil is one of the oldest fossils found in the world. It is currently displayed in a collection at Harvard University.
- The earliest inhabitants of the Township include tribes of the Susquehannocks and Lenni-Lenapes. In the 1920's, a large quantity of arrowheads and tools were found along the Little Conewago Creek at Barley and Trolley Roads, indicating the presence of the Native Americans.
- One of the Township's well known entertainment sites in the York Expo Center. In 1887, the York County Agricultural Society purchased 73 acres of West Manchester Township from Samuel Smyers, which created the current site of the York Interstate Fair
- Several of our early roads were used by invading Confederates when they entered the Township just prior to the Battle of Gettysburg. On June 28, 1863, General, Jubal Early and General John B. Gordon brought several thousand troops to the area. On July 1, of that year, General J.E.B. Stewart passed through the area with 5000 troops, 400 prisoners, and 125 captured wagons. The confederates imposed themselves on several local residences, one of which was the Ken Mar House on Taxville Roadd. Jacob Eisenhart, owner of the house at the time, cared for sick soldiers, using his office as a hospital. Today, the house is fronted by wooden carving of a soldier and his dog.
- Earl V. Shaffer (1918-2002), who grew up in Shiloh is believed to be the first person to hike the entire Appalachian Trail in 1948. This hike raised great public awareness of the trail. Earl later hiked the trail again in 1965 as well as in 1998 at the age of 79.
- West Manchester Township has it's own Historical Society. We wish to express our appreciation for their
 efforts in preserving our past for future generation as well as the information in this section. If you are interested in joining this organization, check out their website for the details, http://wmths.org/ or call Harvey
 Loucks at 717-764-3212.



West Manchester Township 380 East Berlin Road York, PA 17401 (717) 792-3505 info@westmanchestertownship.com See more information about West Manchester

Township at

www.westmanchestertownship.com

TERMS & CONDITIONS

THE property offered by Nancy Kopp aka Nancy Parrott Kopp, Executrix of the Estate of James A. Daub aka James Allen Daub, deceased, is now being offered for sale under and subject to the following conditions and stipulations.

SAID property to be sold is 2098 Loman Ave including 0.3960 acres or 17,250 sq. ft. more or less in the City of York, County of York, in the Commonwealth of Pennsylvania with all the buildings and improvements and known as tax parcel #51-000-23-0013-00-00000.

THE highest and best bidder shall be the Buyer or Buyers. However, **this sale is subject to Seller confirmation** and the Seller reserves the right to reject any or all bids up to and until the property has actually been declared sold to a Buyer by the Auction Company. Should any dispute arise between two or more bidders, the property may, at the option of the Seller, be put up for sale again.

Bidder Verification: In order to bid at these auctions, you will be required to register at the Tranzon website, www.tranzon.com (the "Tranzon website"). All Bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer's sole discretion based on the Auctioneer's past experience with the registering bidder or otherwise, and are subject to verification through credit card information that must be provided in the registration process. You will be asked to provide credit card information for this purpose, and we will use a third party service or other process to verify that your credit card is valid and has available credit.

When registration to bid on this auction(s) has been approved, you will receive an email notification that you have been approved for bidding. If we are unable to verify your credit card, you will have no rights to bid at this auction(s), and you registration will be deemed to be not accepted and/or terminated or extinguished without notice. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this action at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

Bidding Format: Bidding will take place online at www.Tranzon.com/AL61423A until Wednesday, June 14, 2023 at 1:00 PM EST. Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which Tranzon Alderfer has determined. We also proved opportunities for a bidder to submit a maximum bid amount (often called a "max bid") and to direct that our website bid on such bidder's behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you enter a max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed outbid. You will be emailed if someone outbids you. In the event of competitive bidding in the last 3 minutes of the auction, this auction enables an auto-extend feature at 3 minute intervals which prohibits all sniping software and activity.

Technical Problems: Bidders will need a continuous internet connection (high speed connection is recommended). Tranzon Alderfer and the Seller are not responsible for any technical problems with hardware, software, internet connectivity or human errors and reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time.

Buyer's Premium: A ten percent (10%) Buyer's Premium will be added to the bid price to obtain the Final Sale Price.

Example:

Bid Price: \$100,000

Plus 10% Buyer's Premium: \$10,000 Final Purchase Price: \$110,000

Notification of Winning Bidder: At the conclusion of the auction, the successful bidder will be notified and must immediately execute and return the Agreement of Sale to Tranzon Alderfer. Use of online contracts and electronic signatures may be required.

TERMS & CONDITIONS

Deposit Amount: The successful bidder will deposit **10% of the Final Purchase Price**, in the form of a certified check or by wire transfer to **Jennings Auction Group**. This deposit will be held in the escrow account of **Jennings Auction Group**.

Documents Available: Property description, legal description, plot plan and other information are available for review and inspection during the On-Site inspections or by appointment. All information contained in the brochure and all other auction-related material is subject to and superseded by the Contract.

Settlement Date: The Buyer will pay the balance of the Final Purchase Price within **45 days of auction.** Possession will be transferred upon recording of the deed. Taxes will be prorated to the day of closing.

Property Condition: The property is being offered for sale "AS-IS, WHERE-IS" and with all faults without warranty, expressed or implied, of any character, except for any warranties described in the Agreement of Sale. The sale is not contingent on mortgage financing, seller assistance, property inspection, radon inspection, water certification, septic inspection or termite inspection. To the extent the municipality in which the property is located requires any Certificate of Occupancy or similar certificate in connection with the conveyance of the property, it shall be Buyer's responsibility to obtain same at its sole cost and expense, including the cost for repairs of any item required to obtain same, regardless upon which entity the law imposes such obligation. Your complete inspection of the property prior to the submission of a bid is invited. Bidder understands that he will be relying solely on bidder's own information when bidding and that bidder has conducted sufficient due diligence to honor all bids, execute the Agreement of Sale, and close the sale if bidder is the successful bidder for the property.

Agency Disclosure: Tranzon Alderfer and all other licensees employed by or associated with Tranzon Alderfer represent the Seller in the case of this property. The information provided herein is provided for the convenience of those that might be interested in the property, however the Seller or Tranzon Alderfer makes no representation or warranty as to zoning descriptions or like matter. Any prospective Purchaser may wish to perform their own due diligence and information searches. Tranzon Alderfer is acting as a licensed Pennsylvania auctioneer in this matter and although references may be made to Pennsylvania Real Estate License Law and there may be certain conformity with that law, it is purely voluntary on behalf of the auctioneer.

Notwithstanding the above, it is understood and agreed between the parties, that Tranzon Alderfer is also a licensed real estate broker in accordance with the laws of the Commonwealth of Pennsylvania and in the event that the property is sold in accordance with those laws as opposed to auction laws, Tranzon Alderfer by agreement of the parties, may also in its capacity as a real estate broker by complying with the Pennsylvania Real Estate Commission laws and regulations.

Broker Participation: A two percent (2%) referral fee will be paid to the licensed real estate broker whose prospect purchases and closes on the property. Referral fees are only paid if the broker's client closes the transaction and Jennings Auction Group receives its commission. To qualify for a referral fee, the real estate broker must be a properly licensed real estate broker, register* the prospect by fax at 215-799-0766 or by email at bjjennings@jenningsauction.com no later than 5:00 pm EST on the business day prior to the auction closing, inspect the property with the prospect and sign-in with the prospect during a scheduled on-site inspection with their prospect. The Broker Acknowledgement Form must be signed by the prospect and received by Tranzon Alderfer by the deadline above. No agent will be recognized on a prospect who has previously contacted or been contacted by the Sellers or Tranzon Alderfer/Jennings Auction representatives. No referral fees are paid if the agent or a member of his immediate family is participating in the purchase of the property. In its sole discretion, Tranzon Alderfer/Jennings Auction may require proof that the agent is serving only as broker and not as a principal.

Disclaimer: Information contained herein is believed to be correct to the best of auctioneer/agent's knowledge but is subject to inspection and verification by all parties relying on it. Sellers, their representatives and auctioneer/agent shall not be liable for inaccuracies, errors, or omissions. All square footage and other dimensions are approximate. This offering is subject to prior sale and may be withdrawn, modified or cancelled at any time without notice. This is not a solicitation or offering to residents of any state where this offering is prohibited by law.

Tranzon Alderfer is a member company of Tranzon, L.L.C., is independently owned and operated, and uses the Tranzon name by license from Tranzon, L.L.C., which is not conducting or otherwise involved in this auction.

*Request a Broker Acknowledgement Form by calling the Jennings Auction Group office (717-268-0020) or download it from our the Tranzon website at www.Tranzon.com/AL61423A

JENNINGS AND GROSH, INC. dba Jennings Auction Group 15 Hykes Mill Rd. York Haven, PA 17370 717-268-0020

AGREEMENT OF PUBLIC SALE OF REAL ESTATE OFFERED BY Nancy Kopp a/k/a Nancy Parrott Kopp, Executrix of the Estate of James A. Daub a/k/a James Allen Daub, deceased, hereinafter SELLER.

LOCATED AT: 2098 Loman Ave., York, PA 17408

PROPERTY ID #: 510002300130000000

- 1. <u>Highest Bidder.</u> This property is being sold with reserve and subject to confirmation by the SELLER. The highest and best bidder shall be the BUYER upon SELLER confirmation. If any disputes arise to any bid, the SELLER / AUCTIONEER reserves the right to cause the property to be immediately put up for sale again.
- 2. The <u>purchase price</u> shall be the high bid price plus a 10% Buyers Premium, which together shall become the final contract purchase price.
- 3. <u>Real Estate Taxes.</u> All real estate taxes for the current tax period shall be pro-rated between the BUYER and SELLER to the date of settlement on a fiscal year basis. All real estate taxes for prior years have been, or will be, paid by SELLER.
- 4. <u>Transfer Taxes.</u> BUYER shall pay 100% of the realty transfer taxes and other customary closing costs. SELLER shall pay for deed preparation.
- 5. Terms. Deposit equaling 10% of the contract price shall be paid within 24 hours of the conclusion of the auction by cash, cashier's check, or wire transfer. Any checks are to be made payable to Jennings and Grosh, Inc. as escrow agent for the SELLER. This deposit is non-refundable for any reason other than the SELLER'S inability to provide a title clear of liens and encumbrances. The balance due, without interest, shall be paid at settlement, which shall take place within 45 days of the auction; when an Executor's Deed shall be delivered and actual possession will be given to BUYER. The BUYER shall also sign this agreement at the conclusion of the auction and comply with these terms of sale.
- 6. <u>Forfeiture.</u> The time for settlement shall be of the essence. In case of noncompliance by the BUYER with any terms of this Agreement, the SELLER shall have the option, in addition to all other remedies provided by law, equity, and this Agreement, all such remedies being cumulative and not alternative, to exercise any one or more of the following remedies:
- A. To retain the BUYER'S deposit money as liquidated damages, regardless of whether or not, or on what terms, the property is retained or resold; and/or
- B. To resell the property at public or private sale, with or without notice to the present BUYER, and to retain any advance in price, and to hold the present BUYER liable for any loss resulting

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Buyer's Initials	
Seller's Initials:	

from such resale, meanwhile holding the deposit money paid hereunder as security for payment of such loss.

- 7. <u>Title.</u> Title is in the name of James A. Daub and Deborah A. Daub, husband and wife. SELLER is Nancy Kopp a/k/a Nancy Parrott Kopp, Executrix of the Estate of James A. Daub a/k/a James Allen Daub, deceased, hereinafter "the decedent," who, by operation of law, is deemed to have survived Deborah A. Daub, who, by operation of law, is deemed to have predeceased the decedent. BUYER may engage a title company to search the title and acquire title insurance at its expense to insure good and marketable title that is free and clear of all liens and encumbrances. The real estate is being sold "AS IS" and subject to any and all deed restrictions, building restrictions, easements of roads and rights of public service companies and other rights-of-way of record in the office of the recorder of deeds in and for the County of York, Pennsylvania, and which may, or may not, be visible by inspection of the premises.
- 8. Risk of Loss. All risk of loss after the date of sale shall be upon the BUYER, but SELLER shall keep the real property insured against hazards if the property insurance were still in effect, and BUYER shall have the benefit, up to the amount of the bid, of any insurance benefits paid on account of the real property from the date of sale until settlement. Any such loss will not discharge the BUYER'S obligation to purchase hereunder, provided the amount of available insurance is at least equal to the amount of the bid. If the insurance is not at least equal to the amount of the bid, then the BUYER shall have the option of accepting the insurance benefits, if any, and accepting the property in its then condition and completing the purchase or rejecting the insurance benefits, if any, and terminating the purchase. In the event of a termination due to loss, the BUYER shall promptly receive all deposit monies paid, without interest. BUYER is hereby notified that BUYER may insure BUYER'S equitable interest in the property as of the time of execution of this Agreement.
- 9. <u>Warranty.</u> The BUYER expressly acknowledges and understands that the BUYER is buying the property in its present condition and that the SELLER makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
- A. <u>Radon.</u> SELLER has no knowledge concerning the presence or absence of radon. The SELLER makes no representation or warranty with regard to radon or the levels thereof.
- B. <u>Lead-Based Paint.</u> If the building was built before 1978, there may be lead-based paint present. SELLER has no knowledge of lead-based paint and/or lead-based paint hazards in the building and has no reports or records pertaining to lead-based paint and/or hazards in the building. BUYER waives any ten (10) day lead-based paint assessment period.
- C. <u>Property Inspection.</u> BUYER has inspected the property, or hereby waives the need for inspecting the property. BUYER understands the importance of getting an independent property inspection and has thought about this before bidding upon the property and signing this Agreement. BUYER hereby releases SELLER / AUCTIONEER, Agent, and their employees from any claims, losses, including personal injury and property damage and all the consequences thereof, whether known or not, which may arise from the presence of termites, other wood destroying insects, radon, lead-based paints, environmental hazards, defects in the on-site septic system and the on-site water system, or any other defects or conditions on the

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Buyer's Initials	
Seller's Initials:	

property, including lead-based paint, if applicable. This agreement is not contingent on any further inspections that the BUYER may wish to do.

- D. <u>Fixtures and Personal Property</u>. No warranty is given to BUYER as to the working / functional condition of any fixtures or equipment that shall remain on property. All other personal property that is not a fixture is reserved to SELLER, which personal property shall be removed prior to settlement. Unless otherwise agreed to in writing by both parties to this agreement, any personal property that has not been removed prior to settlement shall convey with the property.
- E. <u>Ventilation / Mold.</u> The SELLER makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or venting, or any other matters of construction wherein mold may be present in the real estate.
- F. "As Is". The property is being sold "AS IS" at the time of sale. The SELLER herein makes no representations or warranties as to the condition of the real estate or any improvement or structure erected on the real estate, including without limitation, any system or portion thereof. The BUYER accepts the property "AS IS". No representation is made nor warranty given regarding the presence or absence of any hazardous or toxic substances, materials, or waste, or that the real estate is in compliance with any federal, state, or local environmental laws or regulations. The BUYER waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A SELLER's disclosure statement is not required, as the real estate is part of a decedent's Estate, and the Executrix has no knowledge of the property.
- 10. <u>Financing.</u> This contract is in no way contingent upon the BUYER's ability to obtain financing. In the event the BUYER does obtain financing, the SELLER will not pay points, settlement costs, or otherwise render financial assistance to the BUYER in this regard. The SELLER shall not pay a Real Estate Buyer-Broker Fee.
- 11. <u>Dispute Over Deposit</u>: In the event of a dispute over entitlement of deposits, the escrow agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into a court of competent jurisdiction to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding deposit shall distribute the monies as directed by a final order of court or a written agreement of the parties. BUYER and SELLER agree that, in the event any agent is joined in the litigation for the return of deposit monies, attorney's fees and costs of the agent will be paid by the party joining the agent.
- 12. Zoning. The parties acknowledge that no representation whatsoever is made concerning the use of the property that may be permitted under local zoning ordinances, and that the BUYER has satisfied himself that the zoning of the property is satisfactory for his contemplated use thereof. The BUYER hereby waives any applicable requirement for the SELLER to provide a certification of zoning classification prior to settlement pursuant to the Disclosure Act of July 27, 1955, P.L. 288, Section 3, as amended and reacted (21 P.S. Section 613).
- 13. <u>Entire Agreement.</u> This Agreement represents the entire Agreement between the parties, and supersedes any previous Agreements or understandings, oral or written. This Agreement may not be

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Buyer's Initials	
Seller's Initials:	

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changed or modified except in a writing signed by the parties and executed with the same degree of formality as this Agreement.

All terms, conditions, and provisions in this Agreement, that by their nature are to survive closing,

shall survive closing.		
SELLER:	Nancy Kopp a/k/a Nancy Parrott Kopp, Executrix of the Estate of James A. Daub, a/k/a James Allen Daub, deceased	
Dated:	By:Nancy Kopp, Executrix	
Buyer's Initials		4
Seller's Initials:		

	ER(S) AND SELLER(S):	
)f		-
'elephone No:		
	I/we have become the BUYER RTY ID #: 51000230013000000	R(S) of real estate known as: 2098 Loman .
or the total purchase price the foregoing condition	e of \$_ ns of sale with which I/we agree	(inclusive of 10% Buyer's Premium) su to comply.
ntending to be bound leg	ally, I/we set my/our hand(s) an	nd seal(s) this
Dated:		Buyer
Oated:		Buyer
		100301 · • 2300
urchase Price (inclusive	of 10% Buyer's Premium)	\$
eposit delivered to Jenn	ings and Grosh, Inc.	\$
alance due at final settle	ement (not including settlement	costs) \$
ELLER:	Nancy Kopp a/k/a Nancy Executrix of the Estate of James Allen Daub, dece	of James A. Daub, a/k/a
Oated:	By:Nancy Kopp, Exec	cutrix
AUCTION REPRESENT	CATIVE:	
Dated:	By: B.J. Jennings, Pre Jennings and Gro	sident sh, Inc.
Buyer's Initials		
Seller's Initials:		

AGENCY DISCLOSURES

Please review the following agency disclosures.

Tranzon Alderfer/Jennings Auction Group and all other licensees employed by or associated with Tranzon Alderfer represent the Seller in the case of this property. The information provided herein is provided for the convenience of those that might be interested in the property, however the Seller or Tranzon Alderfer/Jennings Auction Group makes no representation or warranty as to zoning descriptions or like matter. Any prospective Purchaser may wish to perform their own due diligence and information searches.

DISCLAIMER

All information contained in this package and any advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made with regard to the accuracy or completeness of this information. All purchasers must independently investigate and confirm any information or assumptions on which any bid is based. Neither auction company nor the Seller shall be liable for any errors or the correctness of the information provided in this package or in any advertisements or materials disseminated pertaining to the property.

Property is sold "AS IS, WHERE IS, with all faults". Prospective bidders should verify all information. The property is offered for auction to qualified bidders without regard to prospective purchaser's race, color, religion, sex, marital status or national origin. The property and improvements will be offered "AS IS" without representation or warranty of any kind, including any representations regarding environmental conditions affecting the property or its title.

The property shall be offered subject to conditions, restrictions, rights-of-way, easements, and reservations, if any, of record; subject to the rights, if any, of tenants-in-possession, under law. Neither the auction company nor the Seller make or have made any representations or warranty with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein.

Any decision to purchase or not to purchase is the sole and independent business decision of the potential purchaser. No recourse or cause of action will lie against any of the above-mentioned parties should purchaser become dissatisfied with its decision, whatever it may be, at a later date.