## **REAL ESTATE AUCTION**

3 Bedroom / 1 Bath Home on Double Lot Closing Wednesday, October 11 at 1:00 PM

453 N. 4th St., Wrightsville, PA 17368



Brick and aluminum ranch with carport on 1/4 acre lot, sells with separately deeded attached 1/4 lot. This 1140 sq ft fixer-upper home has 3BRs, 1 Bath, eat-in kitchen, living room with fireplace, hardwood floors, full unfinished basement with walkout door and replacement windows. Located in Wrightsville Boro, Eastern York School District.

Open House Dates: Sun, Sept 24th and Sun., Oct. 1st from 1PM to 4PM, or by appointment. Online only bidding, complete terms online. Property Sold As-Is. 2% Broker Participation. Online auction is hosted in cooperation with Tranzon Alderfer. Contact Jennings Auction for more information.



JenningsAuction.com JenningsAssetLiquidations.com 717.268.0020



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#### **PROJECT SUMMARY**

AUCTION - 3 Bedroom, 1 Bath Home on Double Lot in Wrightsville, PA

Property # AL101123B

Auction Date: Online Bidding Opens: Friday, October 6, 2023, at 1:00 PM EST

Online Bidding Closes: Wednesday, October 11, 2023 at 1:00 PM EST

Preview: Sunday, September 24, 2023 from 1:00 PM—4:00 PM EST

Sunday, October 1, 2023 from 1:00 PM-4:00 PM EST

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

**Property Address:** 453 N. 4th Street

Wrightsville, PA 17368

**Registration:** Register and bid online at www.Tranzon.com/AL101123B

Summary of Terms: The property is being sold with reserve and sale is subject to confirmation of the 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 Court Approval. 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,

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

Saralyn Alderfer-Nyce Tranzon Alderfer

# PROPERTY DESCRIPTION 453 N. 4th Street , Wrightsville, PA 17368



Brick and aluminum ranch with carport on 1/4 area lot, sells with separately deeded attached 1/4 acre lot. This 1,140 sq. ft. fixer-upper home has 3 bedrooms, 1 bath, eat-in kitchen, living room with fire-place, hardwood floors, full unfinished basement with walkout door and replacement windows.

Located in Wrightsville Borough, Eastern York School District.

- 1140 Sq Ft Ranch
- 3 Bedrooms
- 1 Bath
- Living Room with Fireplace
- Brick
- Hardwood Floors
- Full Basement with Walk Out Door / ramp
- Carport
- Covered Front Porch
- Public Water and Sewer

- Wrightsville Boro
- Eastern York School District
- Property Type: Residential
- .26 acre lot that sells with attached .26 acre lot (deeded separately)
- York County
- Property Taxes: House: \$3,722.70 Lot: \$719.33
- APN: House: 91000020263E000000APN: Lot: 91000020263F000000

Working in conjunction with: Jennings Auction Group, 15 Hykes Mill Road, York Haven, PA 17370 Contact Jennings Auction Group for more information or questions at 717-268-0020.

Online Real Estate Auction Wrightsville PA | Jennings Auction Group

































































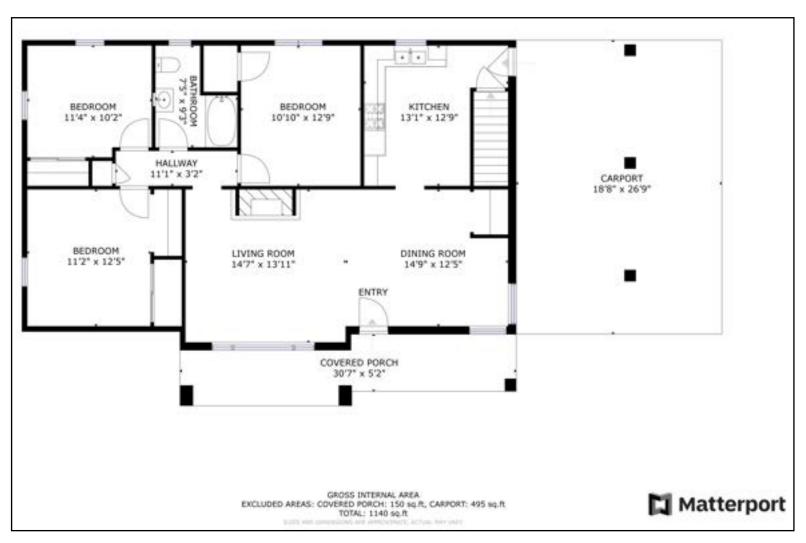


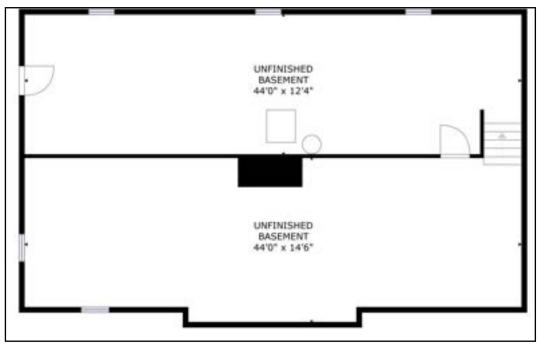






#### **FLOOR PLAN**





#### **AERIAL VIEW**

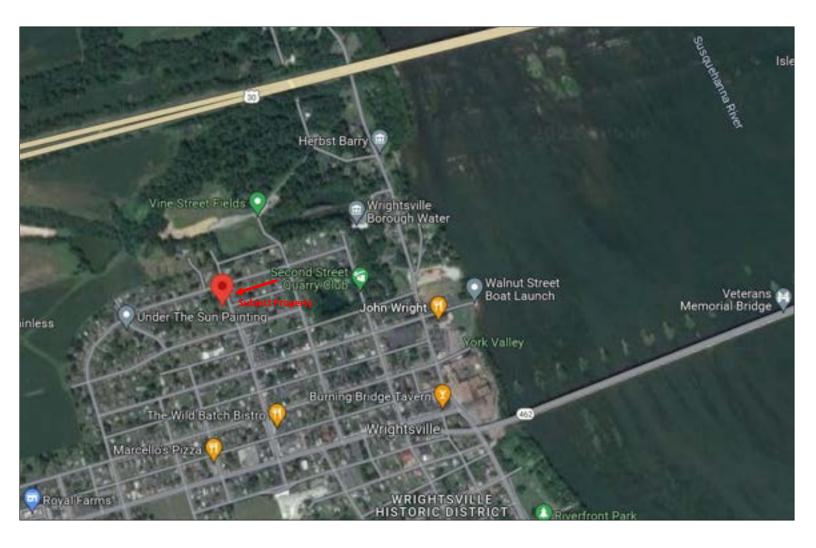




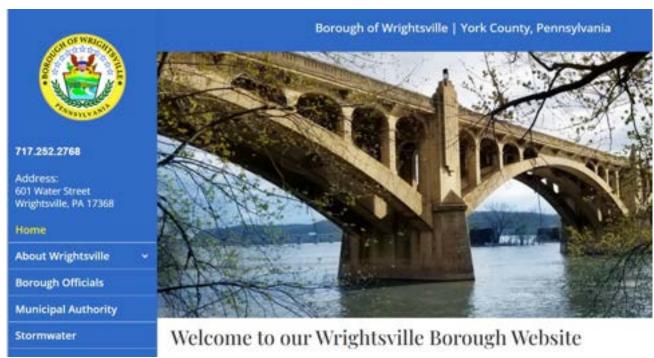
\*\* Property lines are approximate.\*\*



### **LOCATION MAPS**



**Local Area Map** 



#### Welcome to the Borough of Wrightsville.

Our quaint town is located in York County, Pennsylvania along the western banks of the Susquehanna River in the Susquehanna Valley Region of Pennsylvania and is well known for the burning of the bridge during the Civil War in 1863. A plaque located in the Samuel Lewis State Park indicates that George Washington considered Wrightsville as a possible location for the capital of the United States.

Named for early pioneer John Wright, the Borough of Wrightsville was incorporated in 1834. The incorporation merged the village of Wrightsville with the town of West Phalia.

The Borough of Wrightsville has a population of 2,310 according to the 2010 Census and is divided into 3 Wards, governed by the Council/Mayor type of government.

Wrightsville Borough Municipal Office Hours of Operation Monday through Friday: 9 am - 4:30 pm

601 Water Street PO Box 187 Wrightsville, PA17368 Phone: 717-252-2768

Fax: 717-252-0725

Find more information about Wrightsville Borough at their website Wrightsville Borough | Municipal Government Website

#### **ONLINE BIDDING TERMS & CONDITIONS**

THE property offered by Emerald Guardian Services, LLC, Plenary Guardian for the Person and Estate of Phyllis M. Shoff, an Incapacitated Person, is now being offered for sale under and subject to the following conditions and stipulations.

SAID property to be sold is 453 N 4th Street / N 4th Street, Wrightsville, PA 17368. Parcel #'s 91000020263E000000 and Lot: 91000020263F000000. Separately deeded house and lot shall be sold as on single unit due to possible property line encroachment from the house over that shared center property line of vacant lot.

THE highest and best bidder shall be the Buyer or Buyers. However, this sale is subject confirmation by the SELLER 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, <a href="www.tranzon.com">www.tranzon.com</a> (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.

**PM EST.** Once bidding will take place online at **www.Tranzon.com/AL101123B** until **Wednesday, October 11 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 4 minutes of the auction, this auction enables an auto-extend feature at 4 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: Within 45 days of auction. Sold in As-Is condition, no contingencies.

**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/AL101123B

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 Emerald Guardian Services, LLC, Plenary Guardian for the Person and Estate of Phyllis M. Shoff, an Incapacitated Person, hereinafter SELLER

LOCATED AT: 453 N. 4th St. / N. 4th St., Wrightsville, PA 17368

PROPERTY ID #: House: 91000020263E000000 and Lot: 91000020263F000000

Separately deeded house and lot shall be sold as one single unit due to a possible property line encroachment from the house over the shared center property line of the vacant lot.

- Highest Bidder. 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.
- 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.
- Real Estate Taxes. 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 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. <u>Terms.</u> Deposit equaling <u>10%</u> 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 on or before Nov. 27, 2023; when a Deed of Fiduciary Warranty will 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.
- (a) SELLER shall pay commission(s) as applicable. Broker-Participation fee will not be paid to a broker/agent that is a principal in the purchase of the property, nor shall SELLER pay a Real Estate Buyer-Broker Fee for a Broker/Agent represented BUYER.
- 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:

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Buyer's Initials	
Seller's Initials:	

- (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 from such resale, meanwhile holding the deposit money paid hereunder as security for payment of such loss.
- 7. <u>Title.</u> 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). Radon. N/A 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 has waived the right to any further inspections and agrees to purchase the property in its present condition. BUYER hereby releases SELLER, Agent, and their employees from any claims, losses including personal

Buyer's Initials	<del></del>
Seller's Initials:	

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 property.

- (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.
- (e) <u>Ventilation / Mold.</u> N/A 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 Purchaser accepts the property "AS IS". No representation is made or 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 Purchaser 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 Guardian Estate, and the Guardian has no direct 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.
- 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. Entire Agreement. This Agreement represents the entire Agreement between the parties, and supersedes any previous Agreements or understandings, oral or written. This Agreement may not be changed or modified except in a writing signed by the parties and executed with the same degree of formality as this Agreement.

Buyer's Initials_	 		
Seller's Initials:			

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<ol> <li>All terms, condit shall survive closing.</li> </ol>	ions and provisions in this Agreement, that by their nature are to survive closing,	
SELLER:	Emerald Guardian Services, LLC Plenary Guardian of the Person and Estate of Phyllis M. Shoff an Incapacitated Person	
Dated:	By:Scott Rutkowski, President	
Buyer's Initials	4	
Seller's Initials:		

I/We		
at	15	-36
Telephone No:	Fig. 1864Wei	
St., Wrightsville, PA 17368	e have become the BUYER(S 000020263E000000 and Lot:	) of real estate known as 453 N. 4th St.
for the total purchase price of	¢	(inclusive of 10% Ruyer's Premium)
to the foregoing conditions of	∍ f sale with which I/we agree to	(inclusive of 10% Buyer's Premium) comply.
		seal(s) this
Dated:	9 <del>-188</del>	Buyer
		725
Dated:	2 <del>0 1000 - 100</del>	Buyer
Purchase Price (inclusive of )	109/ Puwar's Bramium)	\$
ruichase Frice (inclusive of	10% Buyer's Fremum).	
Deposit delivered to Jenning	and Grosh, Inc.:	\$
Balance due at settlement (no	t including settlement costs):	\$
SELLER:	Emerald Guardian Se Plenary Guardian of an Incapacitated Pers	he Person and Estate of Phyllis M. Sho
Dated:		
14:	Scott Rutkowski, Pro	esident
AUCTION REPRESENTAT	IVE:	
Dated:		
3.58830. <del></del>	B.J. Jennings, President Jennings and Grosh	
Buyer's Initials		
Seller's Initials:		



#### **BUYER BROKER PARTICIPATION TERMS**

A commission\*\* will be paid to the licensed real estate broker/agent who meets the terms below and whose registered buyer pays for and closes title to the property.

#### TO QUALIFY, BUYER'S BROKER / AGENT MUST:

Register prospective buyer for specific properties, prior to any inspection of the propert y by the buyer and no less than 24 hrs prior to the auction. Broker must complete the "Broker Participation Acknowledgement Form", sign the Buyer Broker Participation Terms and email to bjjennings@jenningsauction.com

- Submit Broker Participation Acknowledgement Form and Buyer Broker Participation Terms no less than 48 hours prior to the auction and prior to any showing.
- Accompany and sign in with your client at any inspection of the property unless auction company is notified in advance, or auction company is notified by buyer upon arrival to the inspection that they are working with a realtor.
- Broker Participation Acknowledgement Form must be signed by the prospective buyer, the agent and the broker.
- ❖ Attend the auction with the prospect, if the auction is an in person auction.

\*\* No broker/agent will be recognized on a prospect who has previously contacted Jennings and Grosh, Inc. No commission will be paid to any broker acting as a principal in the purchase of the property. Broker / agent certifies that neither broker / agent, his / her employees, agents, nor any member(s) of his / her immediate family, is or will be the buyer. Please contact auction company with any questions about this policy. Commissions will be paid at settlement. Seller shall not pay a Real Estate Buyer-Broker Fee. A registration file on all prospects will be maintained for verification. All registrations accepted by Jennings and Grosh, Inc. will be acknowledged via email or phone. If you do not have a fully signed Buyer Registration document prior to the auction, no commission will be paid.

I have read, understand, and agree to the terms set forth above.

Agent Signature	Date:
Email:	Phone:

AUCTIONEER AUCTIONEER

### BROKER PARTICIPATION ACKNOWLEDGEMENT FORM

AUCTION DATE:	1	ennings and Grosh, Inc. 5 Hykes Mill Rd.
Address:	b P	York Haven, PA 17370 njjennings@jenningsauction.com Phone: (717) 268-0020 Cell: (717) 332-5304
BUYER NAME:		
BUYER SIGNATURE:		
BUYER PHONE#:AGENT NAME & PHONE#:		
It is understood and agreed that the Broker con and Conditions of sale of the above referenced the undersigned being the successful high at auction shall be paid to the licensed Real closing, if the above named "Buyer" is the It to settlement. All forms must be sent in at least only be accepted if the buyer had not previous must acknowledge by their signature below the broker / agent.	l auction and to bidder. A coal Estate Broke high bidder and to 24 hours prically been in con-	that said commission will be based on ommission of 2% of contract price er / Agent named herein upon t auction and the subject property goes or to the date of the auction, and will stact with the auction company. Buyer
		Date
Broker Name & License No.		
Signature:	<u>—</u>	
		Date
Agent Name & License No.		
Signature:	_	
RECEIVED By Jennings and Grosh, In	ıc.	
By		Time:

#### **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.