

**ONLINE
ONLY**

REAL ESTATE AUCTION

2 Bedroom, 1.5 Bath w/Detached Garage
Closing Weds., Dec. 13th at 1:00 PM

840 Roosevelt Ave., York PA 17404



Brick ranch w/ detached garage on .24 acre lot. This 1230 sq ft fixer-upper has 2BRs, 1 1/2 Baths, dining room, living room with FP, hardwood floors in BRs, full basement that is partially finished (it was a beauty salon) with outside entrance. Located in York City School District. Zoned: CM

*Selling for Emerald Guardian Services,
LLC Plenary Guardian for the Estate of Jane E. Haupt
David A. Mills, Attorney*



Open House Dates: Open House Date: Sun, Dec. 3rd from 1PM to 4PM, or call for 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.

Jennings Auction Group
Jennings Asset Liquidations

JenningsAuction.com
JenningsAssetLiquidations.com
717.268.0020



PA LICENSE #AY002059

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PROJECT SUMMARY

AUCTION - 2 Bedroom Brick Ranch Home set on a 0.24 Acre Lot, York, PA

Property # AL121323A

Auction Date: Online Bidding Opens: Friday, December 8, 2023 at 1:00 PM EST
Online Bidding Closes: Wednesday, December 13, 2023 at 1:00 PM EST

Preview: Sunday, December 3, 2023 from 1:00 PM—4:00 PM EST
Or call Jennings Auction Company at 717-268-0020 to schedule an appointment.

Property Address: 840 Roosevelt Ave
York, PA 17404

Registration: Register and bid online at www.Tranzon.com/AL121323A

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 auction ending. 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
840 Roosevelt Ave, York, PA 17404



Brick ranch w/ detached garage on .24 acre lot. This 1,230 sq. ft. fixer-upper has 2 bedrooms, 1.5 Baths, dining room, living room with fireplace, hardwood floors in bedrooms, full basement that is partially finished (it was a beauty salon) with outside entrance. Located in York City School District. Zoned: CM

- **Municipality:** York City
- **County:** York County
- **School District:** York City
- **Lot Acreage:** 0.24
- **Lot Sq. Ft.** 10,454.4
- **Tax Parcel #** 14-483-13-0005-00-00000
- **Year Built:** 1950
- **Basement:** Full, partially finished
- **Water:** Public
- **Sewer:** Public

TAXES:

School: \$3,536

County: \$663 / Annually

City/Town: \$1,825 / Annually

Total Taxes: \$6,026 / 2022

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 York PA | Jennings Auction Group](#)

PHOTOGRAPHS



PHOTOGRAPHS



PHOTOGRAPHS



PHOTOGRAPHS



PHOTOGRAPHS



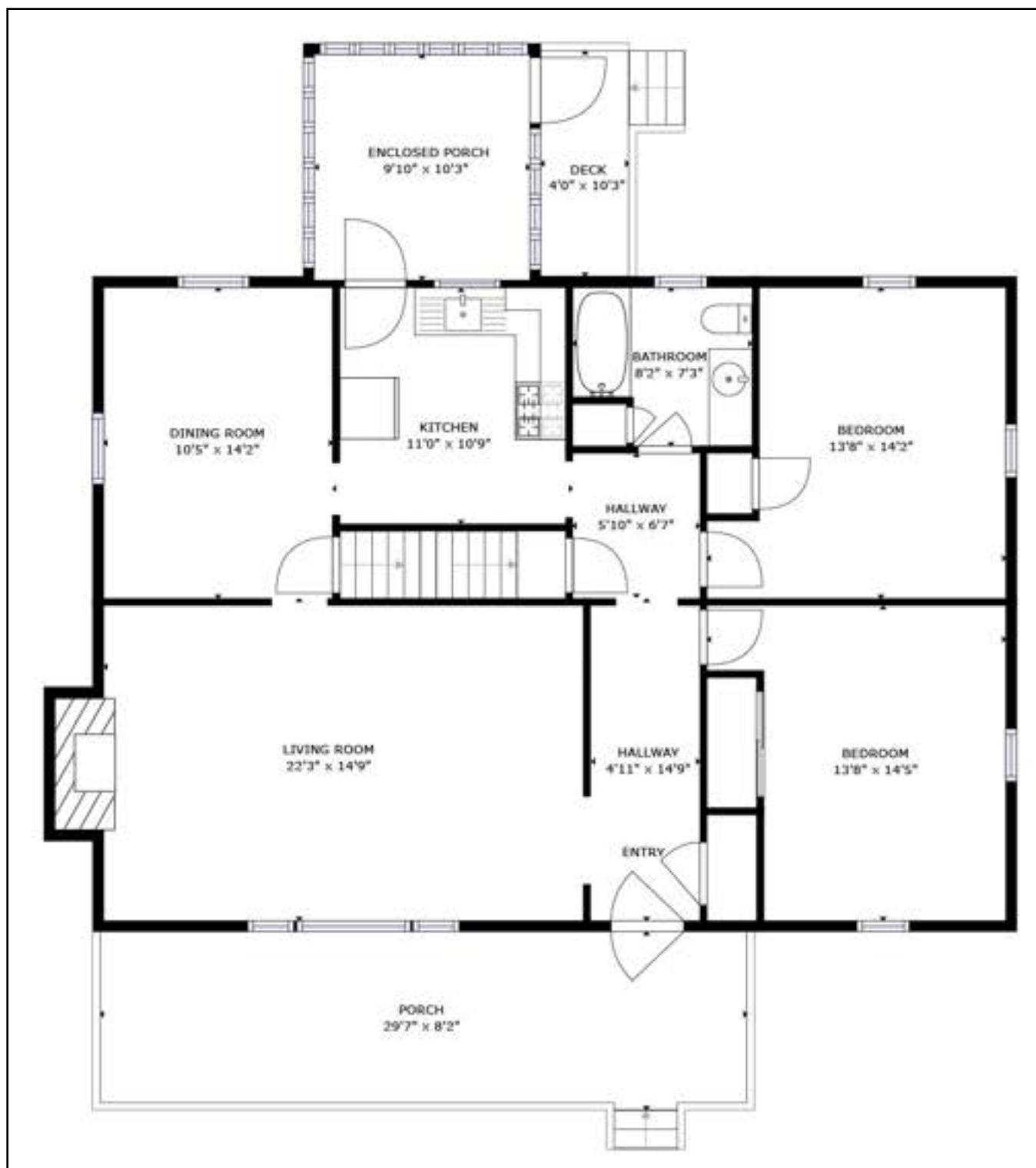
PHOTOGRAPHS



PHOTOGRAPHS



FLOOR PLAN– Main Floor

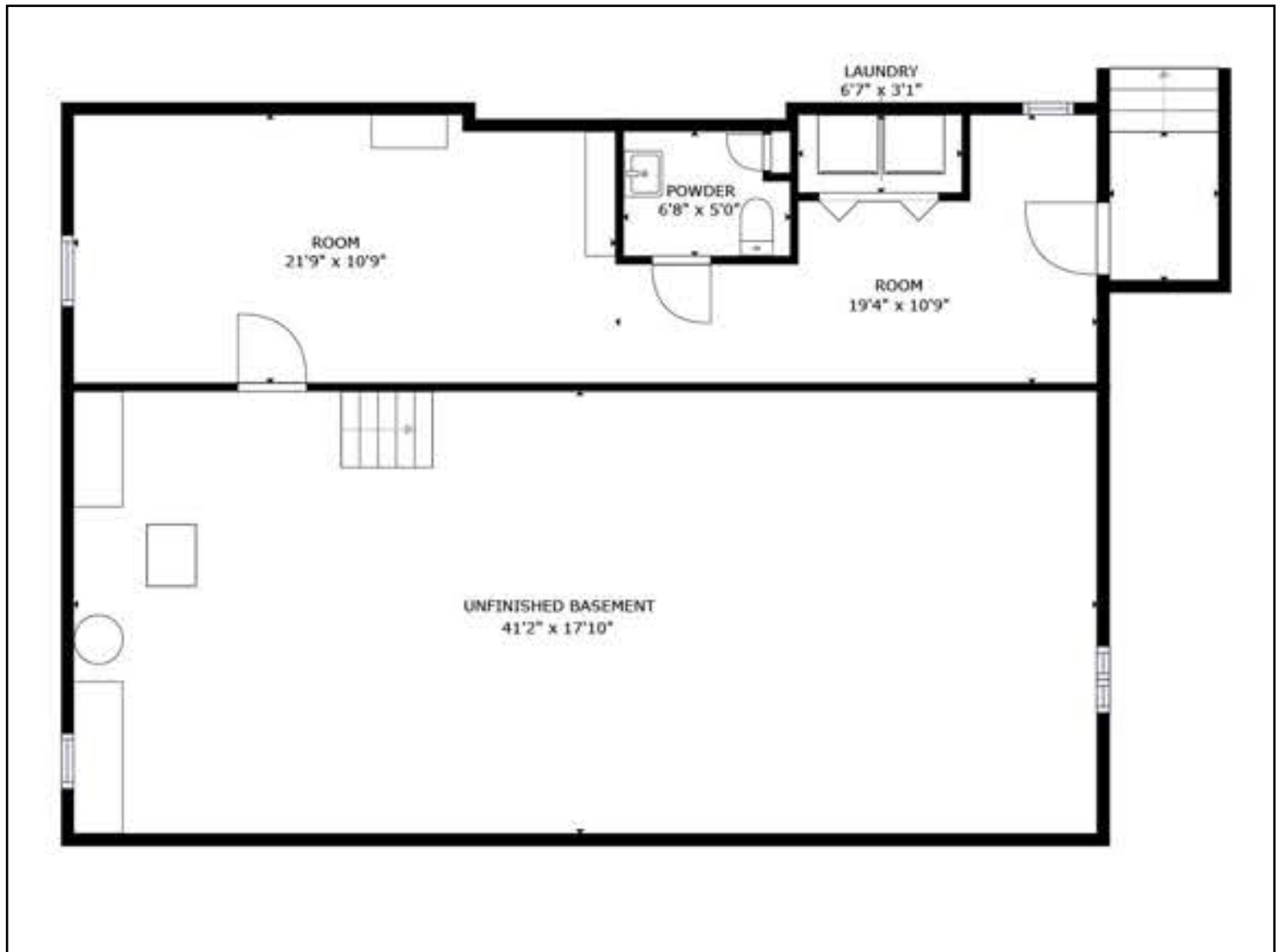


GROSS INTERNAL AREA
BASEMENT 1: 449 sq.ft, FLOOR 1: 1205 sq.ft

EXCLUDED AREAS: PATIO: 37 sq.ft, DECK: 42 sq.ft, PORCH: 232 sq.ft, ENCLOSED PORCH: 105 sq.ft
TOTAL: 1654 sq.ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

FLOOR PLAN



GROSS INTERNAL AREA

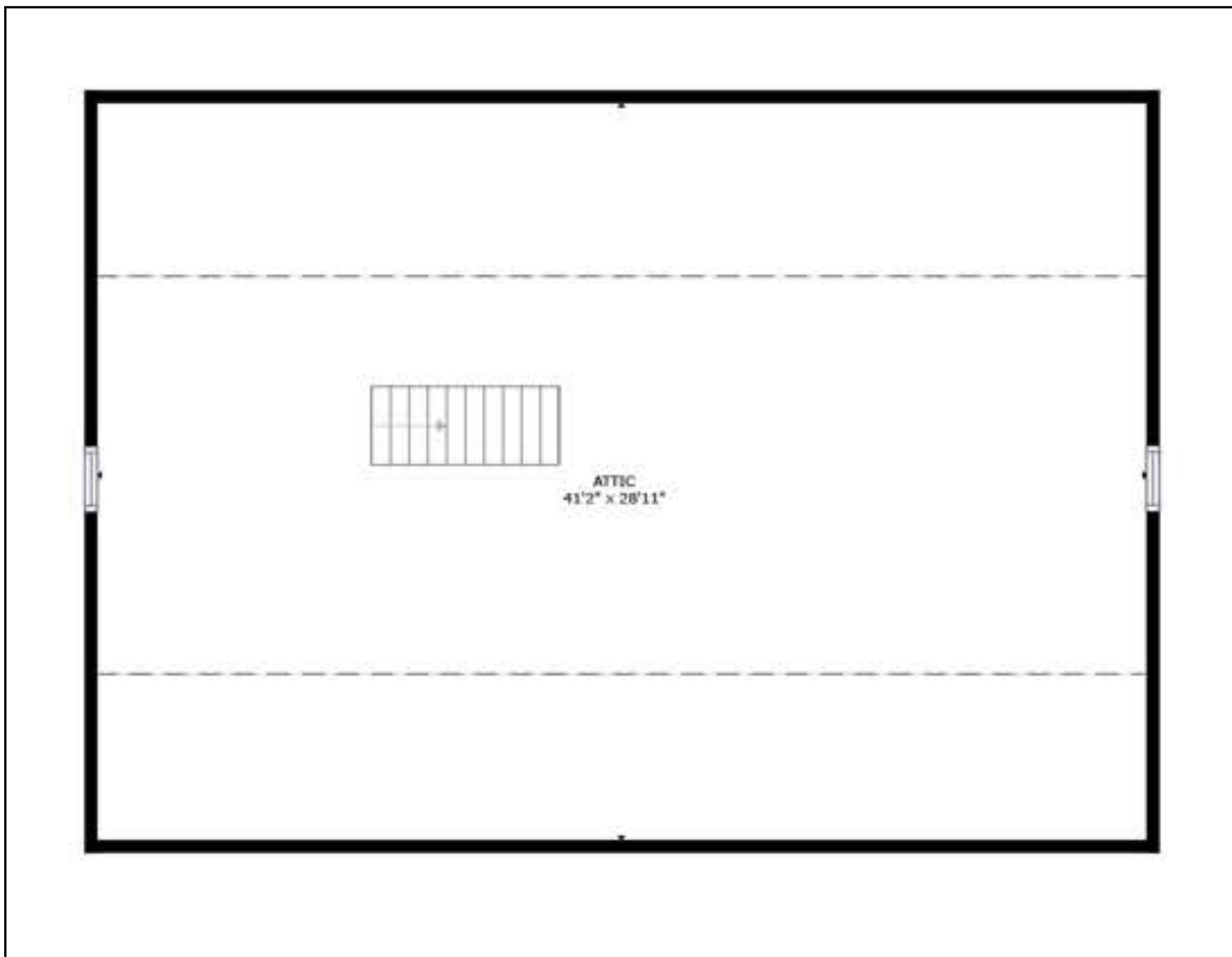
BASEMENT 1: 449 sq.ft, FLOOR 1: 1205 sq.ft

EXCLUDED AREAS: PATIO: 37 sq.ft, DECK: 42 sq.ft, PORCH: 232 sq.ft, ENCLOSED PORCH: 105 sq.ft

TOTAL: 1654 sq.ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

FLOOR PLAN– Attic



GROSS INTERNAL AREA

BASEMENT 1: 449 sq.ft, FLOOR 1: 1205 sq.ft

EXCLUDED AREAS: PATIO: 37 sq.ft, DECK: 42 sq.ft, PORCH: 232 sq.ft, ENCLOSED PORCH: 105 sq.ft

TOTAL: 1654 sq.ft

SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

AERIAL VIEW



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

About | Introduction

Revolutionary Place To Do Business

Based on its demographics, geography, business outlook, tax incentives, extraordinary value, and quality of life, York City, the birthplace of the nation's first working Constitution, the Articles of Confederation, is a great place to do business. Revyork.com provides the information you need to grow, own, and thrive in our Victorian village with a Revolutionary soul. Check out the projects taking root in our neighborhoods and industrial park, and check back often as we add and update content. We heartily invite you to join our Revolution that is the rebirth of our York.

Renaissance City On The Rise

York City is undergoing a fledgling renaissance and the time is ripe for your investment in our historic county seat, home of the cultural and recreational resources of a large city and the sense of community, charm, and affordability of a small town. With a gradually growing population of over 40,000 people within 5.2 square miles, York is proud to be the county seat of one of the fastest growing counties in Pennsylvania. Recently eclipsing 400,000 people, York County is poised to grow to 500,000 people in the decade ahead.

Crossroads of the East Coast

Located in the heart of south central Pennsylvania and just north of the Mason-Dixon Line, York is a geographic, historic, and cultural crossroads of the east coast. Forty percent of North America's population is within a four-hour drive. Interstate 83 offers easy access to Harrisburg International Airport, Route 30 (America's first highway), Interstate 95, and Interstate 76 (Pennsylvania Turnpike). York is nestled between Philadelphia and Washington, D.C. (two-hour drives), Baltimore, the second largest east coast port (45-minute drive), Harrisburg, the state capital, (30-minute drive), and Delaware and Maryland shore points (three hours)

Bedrock Of The Keystone State

Six of the ten major U.S. market areas lie within a 500-mile radius of York. One of the fastest growing counties in Pennsylvania and the fastest growing county attracting 20-35 year-olds in the state, York features a rich array of medical and educational, manufacturing, agricultural, construction, professional, and tourism services and jobs. From the American Revolution to the Civil War, America's second Revolution, and through the industrial and high-tech revolutions, York remains a bedrock of the Commonwealth of Pennsylvania, currently the 16th largest economy in the world.

City of York Pennsylvania

101 South George Street

York, PA 17401

(717) 849-2221

Hours:

9:00 AM 0 4:00 PM



For more information about the City of York visit their website at

[Home - City of York, Pennsylvania \(yorkcity.org\)](http://yorkcity.org)

ONLINE BIDDING TERMS & CONDITIONS

THE property offered by **Emerald Guardian Services, LLC, Plenary Guardian for the Person and Estate of Jane E. Haupt, an Incapacitated Person, hereinafter SELLER**, is now being offered for sale under and subject to the following conditions and stipulations.

SAID property to be sold is **840 Roosevelt Ave, including 0.24 acres or 10,454.4 sq. ft. more or less in the City of York, County of York, in the Commonwealth of Pennsylvania with all buildings and improvements and known as tax parcel # 14-483-13-0005-00-00000.**

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, 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 your 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/AL121323A until **Wednesday, December 13, 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 provide 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 2 minutes of the auction, this auction enables an auto-extend feature at 2 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 total contract price; which is the total of the high bid and Buyer's Premium**, 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/AL121323A

AGREEMENT OF SALE

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 Jane E. Haupt, an Incapacitated Person, hereinafter SELLER.

LOCATED AT: 840 Roosevelt Ave., York, PA 17404

PROPERTY ID #: 14-483-13-0005.00-00000

1. 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.

2. The purchase price shall be the high bid price plus a 10% Buyers Premium, which together shall become the final contract purchase price.

3. 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. Transfer Taxes. 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 on or before Jan. 22, 2024; 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. Forfeiture. 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

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Buyer's Initials _____

Seller's Initials: _____

AGREEMENT OF SALE

(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. Title. 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. Warranty. 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) Lead-Based Paint. 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) Property Inspection. 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 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,

2

Buyer's Initials _____

Seller's Initials: _____

AGREEMENT OF SALE

defects in the on-site septic system and the on-site water system or any other defects or conditions on the property.

(d) Fixtures and Personal Property. 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) Ventilation / Mold. 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. Financing. 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. Dispute Over Deposit. 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.

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Buyer's Initials _____

Seller's Initials: _____

AGREEMENT OF SALE

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

SELLER: Emerald Guardian Services, LLC
Plenary Guardian of the Person and Estate of Jane E. Haupt
an Incapacitated Person

Dated: _____ By: _____
Scott Rutkowski, President

Buyer's Initials _____

Seller's Initials: _____

AGREEMENT OF SALE

AGREEMENT OF BUYER(S) AND SELLER(S):

I/We _____

at _____

Telephone No: _____

hereby acknowledge that I/we have become the BUYER(S) of real estate known as 840 Roosevelt Ave., York PA 17404

PROPERTY ID #: 14-483-13-0005.00-00000

for the total purchase price of \$ _____ (inclusive of 10% Buyer's Premium) subject to the foregoing conditions of sale with which I/we agree to comply.

Intending to be bound legally, I/we set my/our hand(s) and seal(s) this _____.

Dated: _____
Buyer

Dated: _____
Buyer

Purchase Price (inclusive of 10% Buyer's Premium): \$ _____

Deposit delivered to Jennings and Grosh, Inc.: \$ _____

Balance due at settlement (not including settlement costs): \$ _____

SELLER: Emerald Guardian Services, LLC
Plenary Guardian of the Person and Estate of Jane E. Haupt
an Incapacitated Person

Dated: _____
Scott Rutkowski, President

AUCTION REPRESENTATIVE:

Dated: _____
B.J. Jennings, President
Jennings and Grosh, Inc.

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 property 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 **24 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 Name: _____

Agent Signature _____ **Date:** _____

Email: _____ **Phone:** _____



BUYER BROKER PARTICIPATION TERMS

BROKER PARTICIPATION ACKNOWLEDGEMENT FORM

AUCTION
DATE: _____
Address: _____

Jennings and Grosh, Inc.
15 Hykes Mill Rd.
York Haven, PA 17370
bjjennings@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 commission structure will be based on the stated Terms and Conditions of sale of the above referenced auction and that said commission will be based on the undersigned being the successful high bidder. A commission of 2% of contract price at auction shall be paid to the licensed Real Estate Broker / Agent named herein upon closing, if the above named "Buyer" is the high bidder at auction and the subject property goes to settlement. All forms must be sent in at least 24 hours prior to the date of the auction, and will only be accepted if the buyer had not previously been in contact with the auction company. Buyer must acknowledge by their signature below that they are being represented by the undersigned broker / agent.

_____ **Date** _____
Broker Name & License No.

Signature: _____

_____ **Date** _____
Agent Name & License No.

Signature: _____

RECEIVED BY Jennings and Grosh, Inc.

By _____ **Date** _____ **Time:** _____



ONLINE TIMED AUCTION | FREQUENTLY ASKED QUESTIONS

When should I register for an online auction?

We recommend that you register as soon as possible. This allows you to become familiar with the online process and makes things easier when the auction opens.

Am I obligated to bid once I register?

No. You must register to be able to bid, but registration does not in any way obligate you to bid.

What is a bidding deposit? How is it different from an earnest money deposit?

Auction participants make a financial commitment to perform in order to be approved to bid, sometimes in the form of a credit card hold (see below) and sometimes in the form of certified or wired funds (also known as a bidding deposit) which are refunded after the close of the auction if you are not the winning bidder. Deposit terms and amounts for each auction can vary and are found in the Terms and Conditions.

The earnest money deposit is due upon notification that you are the winning bidder. This deposit acts as a payment toward the total purchase price and security against default. The amount of the deposit can be a percentage of your purchase price or a set amount. If certified or wired funds were required to bid, they will go toward any earnest money deposit amount due.

If you ask for my credit card information during the registration process, do you actually charge my card?

Your card will not be charged at the time of registration. However, a temporary hold may be placed on your card in lieu of a bidding deposit. The hold amount varies for different auctions (read the specific Terms and Conditions on the tranzon.com listing page or in the auction's Property Information Package). If you are not the successful bidder, any hold will be removed after the auction, generally within 24 hours. If you are the high bidder, the hold will remain in place until your obligations under the Terms and Conditions are met. Credit card holds are only processed as a penalty in the event that the high bidder defaults on his or her obligations under the Terms and Conditions.

Is the credit card hold a part of my earnest money deposit if I am the high bidder?

No. If a hold was placed on your credit card, you will need to comply separately with any earnest money deposit requirements. Once receipt of your earnest money deposit is confirmed, the hold on your card will be released. You will want to consult the Terms and Conditions for the auction to make sure you understand these requirements.

How do I register for an online auction?

You can register for an online auction through www.tranzon.com. Simply click "Online Auctions" in the BUY menu. Find the auction you are interested in and click the button that says "Login & Register to Bid." Then follow the instructions to register. You will be notified when your registration has been approved. After you have received approval notification, you can return to the auction at any time when bidding is open, log in, and bid.

When will the auction start? When will bidding end?

Bidding on any Tranzon online auction will begin and end at the times clearly shown on the listing page on tranzon.com and in the Property Information Package for the particular auction – or as extended (see "What is the auto-extend feature?" for more information). Please be careful to note that all times are expressed in Eastern Time (ET), so be sure to convert to local time for auctions outside of the Eastern time zone of the United States.

How should I prepare to participate in an online auction?

Here's a checklist you'll want to make sure to cover before you bid:

- Download and thoroughly read the Property Information Package (PIP), found in the "Documents" list on the property listing page, to make sure you understand what you're bidding on and the terms of the sale.
- Carefully read and accept the auction's Terms and Conditions.
- You're strongly encouraged to attend one of the available property previews or speak to the listed auction contact about scheduling a preview. Auction properties are sold without contingency, so you should see the property for yourself before bidding to ensure that it meets your needs as-is.
- Log into tranzon.com and register on the property listing page for your auction. You will be asked to certify that you have read and accepted the Terms and Conditions for the auction.

ONLINE AUCTIONS FAQ

Should I wait until the last minute to bid?

You can certainly bid whenever you choose during the time that bidding is open. We recommend, however, that you not wait until the last minute to bid, in order to make sure that you do not miss an opportunity to bid because of technical or other issues that might arise. There is no particular advantage to waiting until the very last moment, as most Tranzon auctions feature an anti-sniping extension called auto-extend (see below) that limits a bidder's ability to become the winning bidder simply by submitting a bid at the very last moment.

What is the auto-extend feature?

If someone bids within the last few minutes of the auction, the timer for the auction will automatically extend. These "auto-extend" time periods can differ for particular auctions, so be sure to check the auto-extend times for your particular auction, which will be clearly noted in the Terms and Conditions. The extension process will continue until no further bids are placed before the closing time, as extended.

For example, an auction has a 2-minute auto-extend provision, and bidding is scheduled to close at 11:00 AM. A bid is placed at 10:59 AM (within 2 minutes of the scheduled closing time). This triggers an automatic two-minute reset of the countdown clock, adjusting the auction's end time to 11:01AM. The time will continue to extend in this way until no bids are placed for at least 2 minutes.

What is the Maximum Bid feature?

The Maximum Bid, or "Max Bid," feature allows you to put into the system your highest bid. The system will then bid on your behalf in the next increment up to but not exceeding that number. If no one bids against you, the system will not further raise your bid. Max Bidding is kind of a "set it and forget it" bid, but you will want to stay tuned to see if other bidders have exceeded your maximum. You can raise your Max Bid at any time prior to the close of bidding.

What happens if two people enter the same Maximum Bid?

If two bidders enter the same number as a Max Bid, the bidder who entered the Max Bid first will be considered the current high bidder at the full Max Bid amount (tie goes to the runner, in this case to the Max Bidder who was first-in-time to enter the Max Bid at that amount). For this reason, if you plan to enter a Max Bid, we recommend you enter it as soon as possible once the bidding starts.

After I have entered a Maximum Bid, what happens when someone enters a manual bid that is less than my Maximum Bid, or at the same level as my Maximum Bid?

After you have entered a Max Bid, if another bidder enters a specific (manual) bid at an amount less than your Max Bid, your bid will be advanced to the next increment higher than the other bidder's manual bid, subject always to not exceeding your Max Bid amount. If the other bidder enters a manual bid in the same amount as your previously-registered Max Bid, your Max Bid will match the manual bid and your Max Bid will be considered the high bid at that amount (again, tie goes to the runner, in this case the Max Bidder who had previously entered a Max Bid at that amount instead of the bidder who entered a manual bid at the same amount later).

I was the high bidder. What happens next?

An agent from our office will either call or email you soon after the bidding closes, typically within 24 hours.

- If the auction did not have a reserve and did not require seller confirmation, our agent will provide you with instructions for submitting your earnest money deposit, scheduling the closing, and other post-auction details.
- If the auction was subject to a reserve or required seller confirmation, our agent will advise whether your high bid has been accepted. If your high bid is accepted, we will provide you with instructions for submitting your earnest money deposit, scheduling of the closing and other post-auction details. If your high bid is not accepted, we will advise you as to next steps. In most cases where the high bid is not accepted by the seller, post-auction offers will be considered and should be submitted through the Tranzon agent.

What if I have other questions?

Call or e-mail the contact listed on the auction's property listing page or contact the Tranzon main office at 866-872-6966 (toll-free). Our auction professionals are always happy to help with any questions you might have.

AGENCY DISCLOSURES

Please review the following agency disclosures.

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