

## ONLINE REAL ESTATE AUCTION NOTICE

### BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER

**DATE:** Wednesday, November 29 @ 3:00 pm

**SELLERS:** Cindy Rice

**LOCATION:** 338 E. Washington St., Huntington, IN 46750

**LEGAL DESCRIPTION:** 35-05-15-100-161.800-005 Parcel 1 Forty-four (44) feet off the East side of Lot One Hundred Ninety-one (191) in the Original Plat of the Town, now City of Huntington, Indiana, EXCEPT Forty-five (45) feet long and Forty-four (44) feet wide off the North end of said Lot. ALSO: 35-05-15-100-161.900-005 Parcel 2 The East half of Lot Number One Hundred Ninety (190) in the Original Plat of the Town, now City, of Huntington, Indiana. ALSO: 35-05-15-100-162.000-005 Parcel 3 Parts of Lots Nos. One Hundred Ninety-one (191) and One Hundred Ninety-two (192) in the Original Plat of the Town, now City, of Huntington, Indiana, to-wit: Twenty-two (22) feet in width off the East side of said Lot No. One Hundred Ninety-one (191) and Twenty-two (22) feet off the West side of said Lot No. One Hundred Ninety-two (192), extending the entire length of said lots, and also conveying the right of way over Twelve (12) feet across the North end of the West Forty-four (44) feet of said Lot No. One Hundred Ninety-one (191) but EXCEPTING therefrom the following described tract, to-wit: Part of Lot No. One Hundred Ninety-two (192) in the Original Plat of the Town, now City, of Huntington, Indiana, described as follows, to-wit: Commencing on the North line of said Lot at a point Forty-four (44) feet West of the Northeast corner thereof; thence West One (1) foot; thence South parallel with the East line of said Lot, Forty-five (45) feet; thence East, parallel with the North line of said Lot, One (1) foot; thence North Forty-five (45) feet to the place of beginning. ALSO: 35-05-15-100-161.700-005 Parcel 4 Forty-four (44) feet off the East side of Lot Number One Hundred Ninety-two (192), in the Original Plat of the Town, now City, of Huntington, Indiana, EXCEPT Forty-five (45) feet long and Forty-four (44) feet wide off the North end of said Lot. ALSO: 35-05-15-100-324.900-005 Parcel 5 A part of the Northerly Forty-five (45) feet of Lot Number One Hundred Ninety-two (192), in the Original Plat of the Town, now City, of Huntington, Indiana, more particularly described as follows: Beginning at the Northeast corner of said Lot One Hundred Ninety-two (192); running thence West along the North line of said Lot Forty-five (45) feet to a point; thence in a Southeasterly direction parallel with the East side of said Lot, Forty-five (45) feet to a point; thence at right angles in a Northeasterly direction Forty-five (45) feet, more or less, to the West line of said Lot, which is also the West line of Byron Street in the City of Huntington; thence Northwesterly along the East side of said Lot to the place of beginning.

--- **SPECIAL NOTE ON ZONING AND RESTRICTIONS:** DW Rice, LLC, hereby agrees that a restrictive covenant will run with that land restricting the use of this real property, not to be used as a funeral home, or to provide funeral services of any kind, for a period of Five (5) years from the date of the sale thereof.

**R-2 Permitted uses:** Boarding Houses, Churches, College Buildings and grounds, Essential Services, Public and Parochial Schools, Public Parks and Playgrounds, Single-Family Dwellings, Home Occupation Type 1, Two-Family Dwellings.

**R-2 Special Exceptions:** Accessory Uses, Fire Stations, Funeral Homes, Home Occupations Type II, Hospitals and Clinics, Kennels, Multi-Family Dwellings, Municipal Buildings and Libraries, Nursery Schools, Parking Lots, Planned Unit Residential Projects, Private Clubs, Public Utility Buildings, Rest Homes, Sports Fields, Swimming Pools.

--- **BIDDERS PACKET:** All bidders who have registered for the online auction can view copies of the offer to purchase and terms at [nessbrosauctions.com](http://nessbrosauctions.com) on the specific property Auction Detail Page.

--- **ONLINE REGISTRATION:** Registration for this auction (online) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Purchase Agreement which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. In order to bid on the Real Estate, all bidders must be signed in through [www.BidNessBros.com](http://www.BidNessBros.com). There is no fee to register, but a valid credit card will be required to verify identity and ensure payment of the Earnest Money, if applicable. By bidding you are representing to Ness Bros. Realtors & Auctioneers ("Ness Bros."), and the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated, DO NOT BID or you will be bound by those terms and conditions. By bidding you agree to all disclosures.

--- **CONDUCT OF THE AUCTION:** The Seller and selling agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, validity of the credit card, fitness to bid, financial ability

to buy, etc. All decisions of the Auctioneer are final. **THE SALE WILL BE CONTROLLED BY THE AUCTIONEER SOFTWARE.** Ness Bros is not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. If there is a dispute, the Auctioneer may re-open the bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid.

- **BIDDING:** Bidding starts at the nominal Opening Bid(s) indicated and is open to all who registered and are approved by the way of verified identity and credit card information. The bidding will be open for minimum of 10 days. The auction ends at a predetermined time with an Overtime Period if necessary, which is defined as follows: if a bid is placed within five (5) minutes of the close of bidding, then another five (5) minute period commences from the time of the last bid until no bids are placed within the next five (5) minutes. The last bid shall be made final.
- **AGENCY DISCLOSURE & GENERAL OFFICE POLICIES:** Ness Bros. will represent the Seller exclusively unless a Ness Bros. Agent has a signed buyer agency agreement with Buyer, then that agent has a limited agency with Buyer.
- **DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained online or in the brochure and related material is subject to the terms and conditions outlined in the Purchase Agreement. The Property is being sold on an "AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Property, its condition, or the condition of any other components on the Property, is made by the Seller or Ness Bros. All sketches and dimensions online or in the brochure are approximate. The information contained online or in the Brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or Ness Bros. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property.
- **TERMS:** **Earnest Money** of 10% down or \$2,500.00, whichever is greater, within 24 hours of the online auction closing. In the event the winning bidder fails to provide the Earnest Money within 24 hours, Ness Bros. is authorized to charge the credit card for the amount of the Earnest Money, or any portion thereof, and an additional administrative fee of 5% of the amount being charged. The balance is due in full upon delivery of the merchantable title and deed free and clear of all liens and encumbrances except as stated herein and subject to easements or restrictions of record. A **Buyer's Premium** of 5%, or minimum of \$2,500, whichever is greater will be added to final bid and included in the total contract price. All bids accepted on the Real Estate are subject to Sellers approval.
- **TITLE POLICY:** A preliminary title policy has been prepared by Lime City Title Co., which will be preparing the final title policy plus conducting the Closing. Seller and Buyer agree to use Lime City Title.
- **CONDITIONS:** No Offer shall be accepted that is contingent on financing. The Earnest Money will be totally forfeited in the event the Seller accepts the successful bidder's Purchase Agreement in writing and the successful bidder subsequently refuses to proceed to Closing.
- **EXECUTION OF PURCHASE AGREEMENT:** The successful bidder has earned the right to make an offer to the Seller; no sale has been completed. The bidder will be required to execute an Irrevocable Real Estate Purchase Agreement immediately following the close of the auction and provide the required Earnest Money within 24 hours to the Seller in a check payable to Ness Bros. Buyer's offer expires 11:59 P.M. (local time) seven days after the online auction date, unless Seller timely accepts it; the Earnest Money will be returned if Seller does not accept the successful bid as a primary or secondary offer, subject to any required approvals.
- **TAXES:** The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume and pay all subsequent taxes. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.
- **GUARANTY:** Any individual submitting a bid or signing the Purchase Agreement on behalf of any entity agrees to be individually bound by all these terms and conditions and individually responsible for payment of the Earnest Money and the balance due.

- **POSSESSION:** The possession of the Property shall be Upon closing, subject to tenant's rights. by 5:00 P.M.
- **SURVEY:** The Seller has a legal description for the property so no survey will be provided. If a survey is requested, it will be paid for by the Buyer.
- **CLOSING:** Balance of the purchase price is due in cash at closing, which will take place, within 45 days after the acceptance date if the buyer has financed the transaction or 30 days after the acceptance if the buyer has made a cash offer. The fee charged by any closing agent, including an attorney acting as a closing agent for both parties, or Buyer's lender acting in such capacity, for closing services shall be paid equally by the parties. Buyer will be responsible for paying a \$245.00 administration transaction commission payable to Ness Bros.
- **AUCTIONEER RESERVES:** Auctioneer Reserves the right to make changes to an auction, to split or combine lots, cancel, suspend or extend the auction event.

**NOTE:** Neither the Seller nor Ness Bros. is responsible for any personal property left in the residence and buildings, or on the land after the Real Estate possession is granted to Buyer and will be inherited by the new buyer.

**STATEMENTS MADE BY AUCTIONEER WILL TAKE PRECEDENCE OVER PREVIOUS PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS**