

**ONLINE REAL ESTATE AUCTION NOTICE – CASH (not contingent on Financing)**

**BIDDING PROCEDURE BUYERS ARE TO FOLLOW WITH NO WAIVER**

**Seller: Matthew R Bussard**

**Address: 1270 Evergreen Rd, Huntington, IN 46750**

**Legal Description: 003-00210-00 E SW SEC 23 2.5A**

--- BIDDERS PACKET: All bidders who have registered for the online auction can view copies of the offer to purchase

and terms at [www.nessbros.com](http://www.nessbros.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.Bid2NessBros.com](http://www.Bid2NessBros.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 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 reopen 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 \$2,500.00, 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 Seller's 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 Co.

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--- CASH CONDITIONS: 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) 7 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 of Property, 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  
PREVIOUSLY PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS**