

## REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this <u>18th</u> day of <u>May</u> 2017, by and between
Estate of Reta Sue Flick hereinafter called the Seller(s) and
hereinafter called the Buyer(s):
The Buyer hereby agrees to purchase, the Seller hereby agrees to sell this property in "As is" condition
(except conditions stated in statement of sale and Terms & Conditions)
Located at and commonly known as: 1930 E Moffett Ln  n the City of Bloomington, County of Monroe, and State of Indiana.
Legally described as:014-07500-00 PT NE SW 27-8-IW .36A; Plat 335; STANDARD DEDUCTION ON 014-07505-00 and 014-07505-00 PT NE SW 27-8-IW .37A and 014-07490-00 PT NE SW 27-8-IW .38A
Buyer herewith agrees to deposit with John Bethell Title Company, Inc., \$\frac{5}{7,500.00}\$ dollars as non-refundable earnest money deposit, and the balance of the purchase price will be due on delivery of clear title.
Seller(s) agrees to furnish a Warranty Deed with insurable title. Free from all encumbrances, and an Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the buyer's down payment can be refunded.
Seller will furnish the buyer with an Owner's Policy of Title Insurance at closing.
Real Estate Taxes: Will be pro-rated to date of closing.
Closing shall take place on or before June 19, 2017 and shall take place at the office of John Bethell Title Company, Inc., 329 S Walnut Street, Bloomington, Indiana.  The buyer will pay the closing fee. Possession is to be given day of final closing.

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Deed & note, Title Opinion if desired.

Title is to be conveyed subject to all restrictions, easement and covenants of record, subject to zoning ordinance or laws of any governmental authority. These premises are to be in the same condition as they are as of the date of this contract, ordinary wear and tear excepted. Seller is expected to bear risk of loss through the date of deed. In the event the premises are wholly or partially destroyed before the consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether or not he will go through with the transactions, and in the event he chooses to go through with it, all insurance damages collectible as a result of the damage or destruction shall be assigned to him, the Buyer. If he chooses not to go through with the transaction, any earnest money held in escrow will be refunded in full.

Time being of the essence of this agreement, if the Buyer shall fail or refuse to perform this agreement of Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down payment / earnest money as liquidated damages for the breach of this agreement. "All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

Per the terms & conditions as contained herein and announced in "statement of sale", the property sells as shown below. This contract is subject to clearance of any check presented to **United Country**, **Coffey Realty & Auction** payable to **JDC Group**, **Inc.** 

<b>High Bid Selling Price</b>	\$	.00				
Plus 11% Buyer's Premium	\$	.00		•		
	Total	Purchase Price	\$			.00
Less Down Payment	\$ 7,500.00					
	Total	Due at Closing	\$			.00
This offer will expire if not a	ccepted on or before:	May 19, 2017 a	ıt 5:00 <u>j</u>	pm		
Purchased By:						
•			Date			
Buyer						<del></del>
Printed		I	Phone			
Buyer Address:	City			_State	Zip	
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Buyer		Ţ	Dhono			
Printed						
Buyer Address:	City			_State	Zip	—
D 1 1		I	Date			
Buyer's Agent		ī	Dhone			
Printed						
Agent Address:	City			_State	Zıp	
Names for Deed:						
Accepted By:						
		I	Date			
Seller		J	Γime:			
Printed						
<u> </u>		I	Date			
Seller						
Printed						



## **PROMISSORY NOTE**

## 1529 W. 8<sup>th</sup> Street, Bloomington, IN 47404 Monroe County - Bloomington Township

\$	May 18, 2017
Amount	Date
John Bethell Tit 329 S. Wa	d promises to pay by wire transfer to the Order of: le Company, Inc. alnut Street ngton, IN
The Sum of <u>Seven thousand five hund</u> for the purchase of real estate described in Cohereto executed the undersigned, payable at the	
This promissory note shall bear no inter thereafter it shall bear interest at the highest ra	est until the date of closing of the Contract; ate allowable by law.
This Note shall become null and void if requirements for closing as set out in the attact fulfilled this Note shall be fully enforceable at la	·
If this Note is placed in the hands of an the undersigned agree to pay all costs of collect attorney's fee.	attorney for collection, by suite or otherwise, ction and litigation together with a reasonable
Signature	May 18, 2017 Date
Signature	$\frac{\text{, }2017}{\text{Date}}$