

Opinion if desired.

## REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 2 day of November 2023, by and between

Sturgeon, Clarence E. & Connie J. Revocable Trust	hereinafter called the Seller(s) and
hereinafter ca	alled 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 & Condi	itions)
Located at and commonly known as: 5530 S. Harmony Robbs Bloomington County of Monroe and State of Indiana.	din the City of
Legally described as: PT SW 1/4 Sec 28, T8N, R2W - 36.63 acres & PT	SW 1/4 Sec 28, T8N, R2 W - 3.31 acres
Buyer herewith agrees to deposit with John Bethell Title Compandollars, as non-refundable earnest money deposit, and the balance delivery of clear title.	
Seller(s) agrees to furnish a Warranty Deed with insurable title. I Owners Title Insurance Policy at closing. If the seller is unable to buyer's down payment can be refunded.	
Seller will furnish the buyer with an Owners Policy of Title Insur	rance at closing.
Real Estate Taxes: Will be pro-rated to date of closing.	
Closing shall take place on or before <u>December 8, 2023</u> and s Bethell Title Company, Inc., 2626 S. Walnut Street, Bloomington	
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 prepari	ing and recording Deed & note. Title

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 and payable to: **John Bethell Title Co.** 

High Bid Selling Price	\$	.00						
Plus Buyer's Premium	\$	.00						
			Total Pu	rchase Pric	e <u>\$</u>			.00
Less Down Payment	<u>\$ 10</u>	0,000.00						
			Total Du	ie at Closing	<u> </u>			.00
This offer will expire if not	accept	ted on or	before: N	ovember 3,	2023 at	5:00pm		
Purchased By:								
					Date			
Buyer Printed					Phone_			
Buyer Address:			City			_State		
Buyer					Date			
					Phone_			
Printed Buyer Address:			City			State	Zip _	
					Date			
Buyer								
Printed Buyer Address:			City			State	Zip _	
Names for Deed:								
Accepted By:								
					Date			_
Seller Jerry A. Abram Printed					Time: _			_
<del></del>					Data			
Seller					Date			_
Printed								



## PROMISSORY NOTE

## 5530 S. Harmony Rd. Bloomington, Indiana Van Buren Township, Monroe County

\$ 10,000.00
Amount

November 3, 2023

FOR VALUE RECEIVED, the undersigned promises to pay by wire transfer to the Order of:

John Bethell Title Company, Inc.

2626 S. Walnut Street Bloomington, IN 47401

The Sum of ten thousand and No/dollars (\$10,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

This promissory note shall bear no interest until the date of closing of the Contract; thereafter it shall bear interest at the highest rate allowable by law.

This Note shall become null and void if and when the undersigned shall complete all requirements for closing as set out in the attached Contract. If said requirements are not fulfilled this Note shall be fully enforceable at law.

If this Note is placed in the hands of an attorney for collection, by suite or otherwise, the undersigned agree to pay all costs of collection and litigation together with a reasonable attorney's fee.

Signature	Date:	
Signature	Date:	