

United Country Smithberger Realty and Auction, LLC  
United Country Real Estate and Auction Services, LLC  
Chip Carpenter Broker/Auctioneer | Melissa Smithberger Broker/Auctioneer  
740-965-1208 | 614-206-1135 | 740-213-4037  
Owner: Estate of John L. Christman Monroe County Probate # 2021 EST 10954  
Elizabeth L. Glick, Esq. Administrator

### **TERMS AND CONDITIONS**

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells at absolute auction with no reserve.

1. Buyer to pay a Ten Percent (10%) NONREFUNDABLE down payment (payable to Talon Title Agency) upon execution of the purchase agreement, to be applied on the purchase price at closing, or retained by Seller if the closing does not occur. Balance of payment shall be made by wire transfer or certified funds or as directed by the title company. The closing which shall occur on or before June 15, 2026. Real estate taxes shall be prorated to the day of closing based upon the most recent available tax rate and valuation. All tax pro ration shall be final at the time of closing. Seller will not pay CAUV recoupment. Survey: The survey will be at the Seller's expense and any issues regarding the survey will be at the Seller's discretion. Seller will pay for conveyance fee, owner's policy of title insurance from a title agency of Seller's choosing, Seller's portion of title agency closing fee not to exceed \$300.00 dollars, and fiduciary deed preparation only. Closing and title commitment to be by Talon Title Agency. Seller will pay no other closing costs. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment.
2. There will be a Ten Percent (10%) Buyer's Premium added to the accepted final high bid price to establish total contract price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Price for which they are obligated to pay.
3. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent with regard to fitness of the real property or improvements for a particular use or any particular Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain any and all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding. Smithberger Realty and Auction, LLC/United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that Smithberger Realty and Auction, LLC/United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.
4. All prospective Buyers who desire to participate in the auction must register prior to bidding and must then provide such personal information as requested by the auctioneer. Online Bidders have the ability to register 30 days prior to the auction and we encourage bidders to do so. Online Bidders registering after the auction has started may result in your registration not being processed and approved prior to your desired tract being sold. Realtor cooperation is welcome; however, you are responsible for registering your clients 48 hours prior to sale and emailing a signed agency disclosure to [chip@ucrealestateandauction.com](mailto:chip@ucrealestateandauction.com), showing the property to your clients and attend the auction. The co-op commission is 3%. If bidders registered less than 48 hours from the time the auction commences, the co-op commission is 1%. No exceptions.
5. Each successful bidder will be required to immediately execute a legally binding real estate purchase contract and deposit with the auctioneer the down payment described above. Online Bidders shall E-Sign the real estate purchase contract the day of sale and have down payment wired to Talon Title Agency by no later than May 11, 2026 at 5:00 p.m. EST. In case of conflict with these terms and conditions, the terms and conditions in the signed real estate purchase contract shall control.
6. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters or other documents from third parties are deemed reliable but not guaranteed by seller nor Smithberger Realty and Auction, LLC/United Country Real Estate and Auction Services LLC.
7. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Buyer will assume all responsibility and costs associated with these items as of the date of closing except items owned by tenants.

8. All information contained in this brochure and all related material came from sources deemed reliable. It is buyers responsibility to confirm details provided are accurate.
9. Possession: Possession will be given at the time of closing.
10. Online/Simulcast bidding is subject to technology faults and issues which are outside the control of the auction company. Bidders are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The Seller and/or Auction Company reserves the right to pause the online auction bidding in the event of any internal or external technology failure to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
11. Bidder acknowledges and understands that online bidding may or may not function correctly the day of the auction. To the end, bidders are encouraged to attend the live auction. Under no circumstances shall Bidder have any kind of claim against Smithberger Realty and Auction,LLC/United Country Real Estate and Auction Services, LLC, or anyone else if the Internet service fails or any other technology malfunctions occur before or during the auction. Auction conduct and bidding increments are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final.
12. Once the bidder profile has been created auction company will send new bidder a copy of the posted terms and conditions through an E-Signature platform. Bidder must read and electronically sign the terms and conditions. Upon receipt by the auctioneer bidding privileges will be turned on by the auctioneer. Seller's may at their sole discretion request additional registration requirements from bidder's unknown to them or the auction company.
13. MINERAL RIGHTS DO NOT CONVEY WITH THE REAL ESTATE.

United Country Real Estate and Auction Services, LLC  
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