United Country Real Estate and Auction Services, LLC
740-965-1208 OR 614-206-1135
Owner The Estate of Conley R. Tincher Bruce A. Anderson Executor
Delaware County Probate # 1906 0693PES

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 Absolute to the Highest Bidder.

1. Online Only Auction will begin closing November 30 at 1 pm Eastern Time.
2. **All bidding is conducted online only, and registration can take up to 24 hours, so please register before the last day.** All prospective Buyers who desire to participate in the auction must register online by creating a bidder profile through the online auction platform. If you need assistance in registering for the auction you can contact Real Estate and Auction Services, LLC Broker/Auctioneer Chip Carpenter 614-206-1135. 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 will be required to read and electronically sign the terms and conditions once returned to auction company bidding privileges will be turned on. Seller's may at their sole discretion request additional registration requirements from bidder's unknown to them or the auction company.
3. This auction is online only with a soft close. Bidding in the last three minutes will extend the time of closing by three minutes.
4. There will be a Ten Percent (10%) Buyer's Premium added to the accepted final high bid price online or negotiated (in the case of a reserve sale) 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.
5. Buyer to be emailed purchase and sale agreement immediately following the conclusion of the auction. It is buyer's responsibility to execute the purchase and sale agreement and return signed copy to Real Estate and Auction Services, LLC within 24 hours of by email and scan, fax, E-Signature or hand delivery.
6. There will be a Ten percent (10%) NONREFUNDABLE down payment required. Nonrefundable down payment to either be wired to Real Estate and Auction Services, LLC Trust account or deliver a personal or business check made payable Real Estate and Auction Services, LLC Trust account to, 30 S. High St Croton, Ohio 43013 within 24 hours of auction close. Down Payment to be applied on the contract price at closing or retained by Seller if the closing does not occur. Balance of contract price is due in form required by the title company at closing which shall occur on or before December 31, 2026
7. Seller to provide title search and owners' policy insurance in the amount of the contract price and deed preparation. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller pays the county conveyance fee and pays taxes current through the day of closing based on the most recent available tax rate and valuation taxes will be final at that time. Seller shall convey marketable title to the real estate by General Warranty Deed. Closing and Title work to be provided by Talon Title.
8. 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 regarding fitness of the real property or improvements for a particular use or any 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 all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding.

9. United Country Real Estate and Auction Services, LLC, The Auctioneer and the listing agent represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC Auctioneer and Listing Agent are working on behalf of the Seller.

10. Real Estate agent must register your clients by emailing a signed agency disclosure to chip@ucrealestateandauction.com (Agency disclosure is available in the documents file in the MLS)prior to your client bidding in the online platform.
11. Seller has specifically reserved the right to have the auctioneer determine the minimum bid increments that will be accepted from all bidders. The auctioneer will handle any disputes at the time of the auction, and all decisions will be final. The auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party.
12. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
13. 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 United County Real Estate and Auction Services LLC.
14. 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. Except in the case of leased space. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
15. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by Seller or auctioneer. Announcements made on the day of sale shall take precedence over printed material. These announcements, if any, will be posted in the auctioneer's notes.
16. Online bidding is subject to technological faults and issues which are outside the control of the auction company. Bidder(s) 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.
17. Bidder acknowledges and understands that online bidding may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against United Country Real Estate and Auction Services, LLC, or anyone else if the Internet service fails to work correctly 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.
18. There is a cell phone tower located on the property. The cell phone tower is not part of the purchase of real property. There is a permanent easement for ingress and egress to the tower that also covers the pad area where tower is located along with the utilities that service the tower. Buyer of the real property will receive no income for the tower located on the property.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE