

PUBLIC ESTATE AUCTION

RESIDENTIAL REAL ESTATE & PERSONAL PROPERTY

*** City Lot * House – 984 Sq. Ft., 2-Bedrooms, 1 - Bathroom, 1-Car Garage * Antiques/Collectibles ***

*** Lrg & Small Household Appliances * Furniture * Glassware * Household Items * Portable Building 10' x 12' ***

HELP YOURSELF, DON'T LET THIS ONE PASS YOU BY – CONVENIENTLY LOCATED TO SCHOOLS, SHOPPING, CHURCHES, GREAT RENTAL, RETIREMENT OR STARTER HOME - REAL ESTATE SELLS FIRST!

The Wilma Jean Albers, Estate – Stephen D. Thompson, P.O.A. Is Offering The Real Estate & Personal Property At Public Auction.



Property Information Packet (PIP) For Seller:

Wilma Jean Albers, Estate – Stephen D. Thompson, P.O.A.

Property Location:

602 Cherry Street, Marshall, IL. 62441

Real Estate Open House:

Sunday June 26, 2016 @ 1pm – 3pm or

By Contacting David H. Shotts, Jr. Auctioneer/Agent,
Private Showing of the Real Estate (ONLY)

Personal Property Preview:

Friday July 15, 2016 @ 4pm – 6pm (CST)

Auction Date:

Saturday July 16, 2016 @ 10:00AM (CST)

Real Estate – Sells at 10:00AM (CST)

We will be selling the real estate first, prior to selling the personal property.

This auction will be approximately 1 ½ hours long.

Auction Location:

602 Cherry Street, Marshall, IL. 62441

www.ucmarshall.com



107B West Trefz Drive, Marshall, IL 62441
Office: 217.826.3333 • Cell: 812.243.1303
David Shotts, Jr., Auctioneer / Agent / Appraiser
IN Lic. #AU19300157 • IL Lic. #440.000310
dshotts@ucmarshall.com • www.ucmarshall.com

"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"

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Auctions, Appraisals & Realty, LLC



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"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"

Dear Prospective Bidder,

Thank you for your interest in the Saturday July 16, 2016 Auction of Real Estate consisting of a City Lot which includes a house & 1-car attached garage at 602 Cherry Street, Marshall, IL. 62441. This real estate can be viewed at the Open House on Sunday June 26, 2016 @ 1pm-3pm or by contacting David H. Shotts, Jr., Auctioneer/Agent, 812-243-1303, (Real Estate – ONLY). We will be selling the real estate first, prior to selling the personal property.

The information contained in this property information package is intended to assist you in performing your own analysis and investigation of the land. All information was derived from sources believed to be correct but not guaranteed. All photos, maps, drawings, etc., are for illustration purposes **ONLY**; these should not to be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.

This information and the supporting documents are being furnished to you, the recipient for the recipient's convenience and it is the responsibility of the recipient to determine if the information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient's risk. These documents are being provided without any warranty or representation, expressed or implied, as to its content, its suitability for any purpose of its accuracy, truthfulness or completeness.

Each prospective bidder must conduct, plus rely solely upon his or her own investigation and inspection of the property. Please review all information supplied and seek the appropriate assistance prior to attending the Auction on Saturday July 16, 2016 at 10:00 AM Sharp, (CST). We will be selling the real estate first, prior to selling the personal property.

Information provided herein was as complete as possible at the time of printing. If you require additional information, please call David H. Shotts, Jr. at (C) 812-243-1303 or www.ucmarshall.com

Please carefully review the Terms and Conditions of the auction and be prepared to sign the Offer to Purchase and to be bound by said offer in order to receive a bidder's number.

Respectfully,

United Country – Auctions, Appraisals & Realty, LLC
David H. Shotts, Jr., Auctioneer/Agent

**United Country – Auctions, Appraisals & Realty, LLC and its
Representatives are Exclusive Agents for the Seller(s).**

TERMS & CONDITIONS OF BIDDING AND PURCHASE

Terms of Real Estate: The successful Bidder(s) will deposit 10% of the contract purchase price, at the auction in the form of cash, cashier's check or pre-approved personal check/company check with irrevocable bank letter of guarantee (no bank drafts) or credit card (Visa, MasterCard, American Express or Discover). There will be a 3% clerical fee added to the contract price for the use of credit cards. The buyer(s) will sign a non-contingent real estate contract, immediately following the acceptance of the highest bid at the auction. The balance is due in approximately 45 days or within 5 days of presentation of insurable title. The acceptance of the highest bid is non-contingent upon the buyer(s) approval of financing; buyer(s) must arrange financing prior to the auction. The sale is not contingent on the buyer(s) ability to obtain financing. The property is being offered at Public Auction with the seller(s) having the right to reject and/or refuse any or all bids. We will be selling the real estate first, prior to selling the personal property. The Real Estate will be sold "AS-IS, WHERE IS" with no warranties, expressed or implied and with no repairs, or improvements, but will be free and clear of any liens or encumbrances. The buyer(s) should perform their "Due Diligence" prior to bidding. A policy of title insurance for the contract price will be supplied to the buyer(s) from the seller(s) and the seller(s) shall pay for title search, premium for owner's policy and cost to correct any title defects. Buyer(s) shall pay for the judgment search, Attorney's examination of title and premium for mortgagee's policy. Auction will conclude when the Auctioneer determines that all bidders have made their best and final offers. The property is being sold subject to any easements or right-of-ways of public record. Anyone desiring to bid must be approved prior to the sale by David H. Shotts, Jr., Auctioneer. Any statements made by the Auctioneer on the day of sale or during the sale take precedence over any prior written, oral or electronic statements.

Registration: Registration begins at 8:00am; all prospective buyers wishing to bid on these properties must register and receive a bidder number on auction day. Please come early to avoid any delays. All Bidder's will be required to show a "Valid Drivers License" and execute a "Bidder's Registration Contract & Purchase/Sale Agreement Acknowledgement" to receive a bidder's number. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent and the Seller(s) reserve the right to preclude any person or persons from receiving a bidder's number or actively bidding in any form if there is any question as to the person or person's credentials, behavior, suitability, etc. to participate in the bidding process.

Bidders Number: All Bidders are required to use the bidder number issued to them for all purposes associated with the auction.

Bid Documents: Upon the acceptance of the best and final bid as determined by the Auctioneer and confirmation by the courts and/or owner(s), the successful Bidder(s), shall sign a bid acknowledgement form and purchase & sale agreement as provided in their bid packet (unaltered by successful Bidder(s)). Failure to execute these documents shall be deemed a default under these terms and conditions and shall result in forfeiture of deposit monies as liquidated damages, representing the negotiated and fair measure of damages, not to be construed as a penalty.

Bidder: After a Bidder has made a proper deposit and executed the purchase and sale agreement and bid acknowledgement, his/her earnest monies shall be kept in an escrow account as required by Illinois Statutes, Governing Auctioneers. The High Bidder shall be obligated to close within 45 days or within 5 days of an insurable title. At which time the real estate is closed and transfer of the balance of monies, title/deed, signatures, etc. have been made between the Seller(s) and Buyer(s), the deposited monies will be distributed by the closing agent.

Contingencies: There are NO contingencies to this auction.

Real Estate Buyer's Premium: The Buyer(s) will pay a 6% Buyer's Premium which will be added to the bid price to arrive at the contract price (high bid + 6% BP = Contract Price). The Buyer(s) is only required to pay 10% down, of the contract price, day of sale. **NOTE: WE DO NOT USE THE BUYERS PREMIUM ON PERSONAL PROPERTY, REAL ESTATE ONLY.**

Tenant Rights: At the present time there are no tenant rights in effect on the subject property.

Survey: The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be. There is no survey required at this time. If a buyer desires a survey it will be at the expense to the buyer.

Wood Destroying Insect Inspection: A wood destroying insect inspection report was not readily available in time to be included in this packet of information.

School District: The property is located in the Marshall C-2 School District.

Real Estate Closing and Title Insurance: The Title Insurance Commitment is available for viewing by contacting Clark County Title Company, 119 South 6th Street, Marshall, IL 62441, (217) 826-5212. The real estate closing will take place at the same location. Any questions regarding the closing or title commitment, please contact Clark County Title Company. The place of closing and transfer of title can take place at an alternate location as long as all parties are in agreement.

Underlying Mineral Rights: If there are any mineral rights and the Seller(s) owns the mineral rights, then all mineral rights available will be transferred to the Buyer(s).

Real Estate Taxes: The real estate taxes for 2015 due 2016 will be paid by the seller. The real estate taxes for 2016 due 2017 will be pro-rated to the date of closing and these taxes will be credited to the Buyer(s) at closing, based on the most current real estate tax bill. Buyer(s) assume responsibility of real estate taxes payable thereafter.

Possession: Seller(s) will grant possession of the property at closing.

Property Showing: There is an Open House scheduled for Sunday June 26, 2016 @ 1pm-3pm (CST). Also, a private showing will be available to bidders if so desired by calling and making arrangements with David H. Shotts, Jr. at (C) 812-243-1303.

Sale Location: 602 Cherry Street, Marshall, IL. 62441, The property is just across the street to the north from the South Elementary School). ***WATCH FOR SIGNS!!!***

Disclosure: United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) are making notice to Buyer(s) of the real estate. The Buyer(s) are purchasing and the Seller(s) are selling the real estate “WHERE-IS, AS-IS” with any and all faults.

Disclaimer: Auctioneer(s) and Seller(s) have gathered information and promotional materials from sources deemed reliable but not guaranteed. Purchaser(s) acknowledges inspection of the property or has had the opportunity to do so and have chosen not to inspect the property. Purchaser(s) is relying solely on Purchaser(s) own inspection and judgment. Further, all parties acknowledge and agree that the Property is being sold “AS-IS, WHERE-IS” with no warranty, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances. Auctioneers are acting as agents for the Seller(s) in this transaction and they are not responsible for accidents, liability, errors or omissions in the information regarding the auction. Announcements made the day of the auction take precedence over any form of printed, oral or electronic material prior to the auction. The Auctioneer and the Seller(s) reserve the right to preclude any person or persons from actively bidding in any form if there is any question as to the person or person’s credentials, behavior, suitability, etc. to participate in the bidding process.

Representations and Warranties: United Country – Auctions, Appraisals & Realty, LLC and/or its Auctioneer/Agent makes **NO** representations or warranties, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances with respect to the subject premises, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like have been supplied by the seller(s) and United Country – Auctions, Appraisals & Realty, LLC and Auctioneer/Agent make **NO** Representation, Warranties or guarantees with respect to locations, dimensions, tract sizes, suitability for use, or subsurface conditions.

Representation: By execution of this agreement the Bidder(s) acknowledges that United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent are Exclusive Agents of the Seller(s) **ONLY**.

Determination: In the case of disputed bids, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent shall exercise his or her best discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent reserves the right to bid on behalf of Buyers and/or Sellers (with disclosure to Bidders that Sellers are actively bidding). No transfer shall be recognized from one buyer to another. In the event a dispute should arise after the auction, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent records shall be conclusive.

Bidders Personal Information: The information provided by each bidder to United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent is for the sole purpose of conducting the auction, and the transaction of selling/closing the real estate, personal property, goods, etc. The Bidders personal information will be kept confidential from the public.

Indemnity Provisions: By execution of this agreement, the Bidder agrees to bear responsibility for any charges, claims or expenses incurred by reason of any violation, breach or default in respect to these terms and conditions, including, reasonable attorney’s fees, court costs, the cost of re-sale, remarketing costs. The foregoing remedies are not exclusive.

General Provisions: The provisions hereinmade cannot be altered except in writing, and any provision of this agreement shall be interpreted in accord with State Law in the state in which the real estate is located. This agreement shall not be interpreted or construed in a manner which creates a negative inference based upon the fact that United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent prepared the agreement. Facsimile or scanned signatures shall be considered binding. In such an event any provision herein is deemed illegal, void or unenforceable by a court of law, it shall not impact the body or balance of the agreement.

Interpretation: Interpretation of this agreement shall be consistent with the purchase and sale agreement, it being the stated intent that this document and the purchase and sale agreement are to be read as integrated documents conferring the same rights and obligations.

Forfeiture Upon Default: In such an event the High Bidder fails to abide by the terms and conditions set forth herein or fails to abide by the obligations arising from the purchase and sale contract executed in conjunction with this sale, the High Bidder acknowledges he or she shall forfeit all monies deposited. By execution of this agreement, the High Bidder acknowledges this is a negotiated result, and the forfeiture of said sums of money does not constitute a penalty.

Bid Number Assigned: ().

Date: _____

Date: _____.

SELLER(s)
Print Name: _____

HIGH BIDDER(s)
Printed Name: _____.

Signature: _____

Signature: _____.

Driver's Lic./State: _____

Driver's Lic./State: _____.

Company: _____

Company: _____.

Street: _____

Street: _____.

City/Town: _____

City/Town: _____.

State: _____ Zip: _____

State: _____ Zip: _____.

Day Phone: () - _____

Day Phone: () - _____.

Cell Phone: () - _____

Cell Phone: () - _____.

Fax: _____

Fax: _____.

E-mail: _____

E-mail: _____.

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SHOWING INSTRUCTIONS

Open House: There is an Open House scheduled for Sunday June 26, 2016 @ 1pm-3pm (CST). Also, a private showing will be available to bidders if so desired by calling and making arrangements with David H. Shotts, Jr. at (Cell) 812-243-1303.

NOTE: The viewing is for the Real Estate ONLY!!!!!!!!!!!!

Please Respect Adjacent Landowners Privacy!!!!!!!!!!!!

THANK YOU FOR YOUR CONSIDERATION!!!!

IRREVOCABLE BANK LETTER OF GUARANTEE

(YOU'RE BANKS LETTER HEAD)

Attention: United Country – Auctions, Appraisals & Realty, LLC

As a customer of our bank, we will honor and guarantee payment of any checks drawn on our client’s account # _____ (Your Account #) _____ held in the following name(s) _____ (Names On The Account) _____ not to exceed the aggregate amount of \$_____ (Contract Purchase Price = Total Amount Including Buyers Premium, if Applicable) _____ for the total contract purchase price of any property and/or real estate being offered at auction by United Country – Auctions, Appraisals & Realty, LLC on __ (Date of Auction) __ for the following Seller(s)____(Name of Seller(s)) _____. This irrevocable letter of guarantee is good until 90 days from the date of the auction.

NO STOP PAYMENTS WILL BE ISSUED.

Sincerely,

Signature (Loan Officer or Equivalent)
Printed Name & Title
Contact Information

I AUTHORIZE THE RELEASE OF THE ABOVE INFORMATION.

(Your Client(s)/Account Holder Signature)

Date_____

Notary Public – Signature and Seal - REQUIRED

Note: This is the minimum required information. If this information is not on the letter, United Country – Auctions, Appraisals & Realty, LLC and their Client(s) have the right to reject and/or refuse your participation in the auction. You will need to place it in a sealed envelope with the same name that you registered with to obtain the bid number and hand it to the person that will register you for a bidder’s number at the day of the auction. We will keep this letter in confidence for our records. After the auction if you were not the successful bidder/buyer of the property, you may request the envelope back. If your bank has any questions, please feel free to have them contact me David H. Shotts, Jr. at 812-243-1303.

ABSENTEE BID FORM

**United Country – Auctions,
Appraisals & Realty, LLC**

Absentee Bidder Form

Bidders that are unable to attend the live auction in person may bid on items in a particular by using this absentee bidding form. **Bidders must complete and sign this form and return it along with a bank letter of guarantee at least two business days (48 hours) prior to the date of the auction start time.** Please type or print ledgeably all information required and mail this form to: United Country – Auctions, Appraisals & Realty, LLC, 107B W. Trefz Drive, Marshall, ILL., 62441 or scan and email to dshotts@ucmarshall.com

Bidder's Name	Auction
Address	Date of Auction
CityStateZip	Bidder's Bank
Home phone ()	Account #
Work phone ()	Bank City & State
Fax ()Mobile ph. ()	Contact Name Bank Phone ()

A starting bid and maximum bid must be submitted on each item or combinations of tracts, parcels, lots, Items, etc.

The absentee bidder form must be signed and dated by the absentee bidder. Facsimile or scanned and emailed signatures shall be considered binding. The absentee bidder must provide an irrevocable bank letter of guarantee from the bidder's financial institution in the amount equal to the maximum bids authorized over \$5,000.

The Absentee bidder form must be completed and received by United Country – Auctions, Appraisals & Realty, LLC at least two business days prior to the auction start time.

The irrevocable bank letter of guarantee must be acceptable to United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/Agent(s) at their sole discretion. United Country – Auctions, Appraisals & Realty, LLC will confirm acceptance or non-acceptance of the absentee bidder form to the bidder prior to the date of the auction.

All absentee bidders are subject to the same terms and requirements as present bidders participating in the live auction, including but limited to the term announcements on sale day take precedence over printed materials. Only the successful absentee bidder will be notified by the next business day.

The successful absentee bidder agrees to pay for all items purchased in the full amount as required no later than three business days after the date of the auction.

All absentee bidders shall rely entirely upon their own inspection and information of items being offered for sale at the said auction. All information given to United Country – Auctions, Appraisals & Realty, LLC by the absentee bidder will remain confidential.

The auctioneers agree to follow the absentee bidders instructions and authorizations in an ethical and professional manner and to bid in increments accordingly as seen fit by United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/Agent(s). Bids made by United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/ Agent(s) on behalf of the absentee bidder will have the same legal effect as if made by the bidder personally at the live auction. Neither United Country – Auctions, Appraisals & Realty, LLC or their Auctioneer(s)/Agent(s) nor the owner(s) of the items being offered at auction guarantee condition of merchandise in this sale. All items being offered at auction in this sale are sold "as is, where is" with no warranties or guarantees expressed or implied.

A Buyer's Premium may be added to your maximum bid, if applicable to the sale dated above at the advertised percentage rate.

Item Description	Starting Bid	Maximum Bid
1) _____	\$ _____	\$ _____
2) _____	\$ _____	\$ _____
3) _____	\$ _____	\$ _____
4) _____	\$ _____	\$ _____
5) _____	\$ _____	\$ _____
6) _____	\$ _____	\$ _____

By signing below, the absentee bidder agrees to all terms stated on this form and agrees to be irrevocably bound by the above successful bids. By emailing this form the signature(s) may be deemed as original.

Absentee Bidder's Signature_____Date_____

United Country – Auctions, Appraisals & Realty, LLC
107B West Trefz Drive, Marshall, IL. 62441
Website: www.ucmarshall.com
Phone: (O) 217-826-3333 or (C) 812-243-1303 or Email: dshotts@ucmarshall.com

ASSESSOR PROPERTY CARD

[illegible]

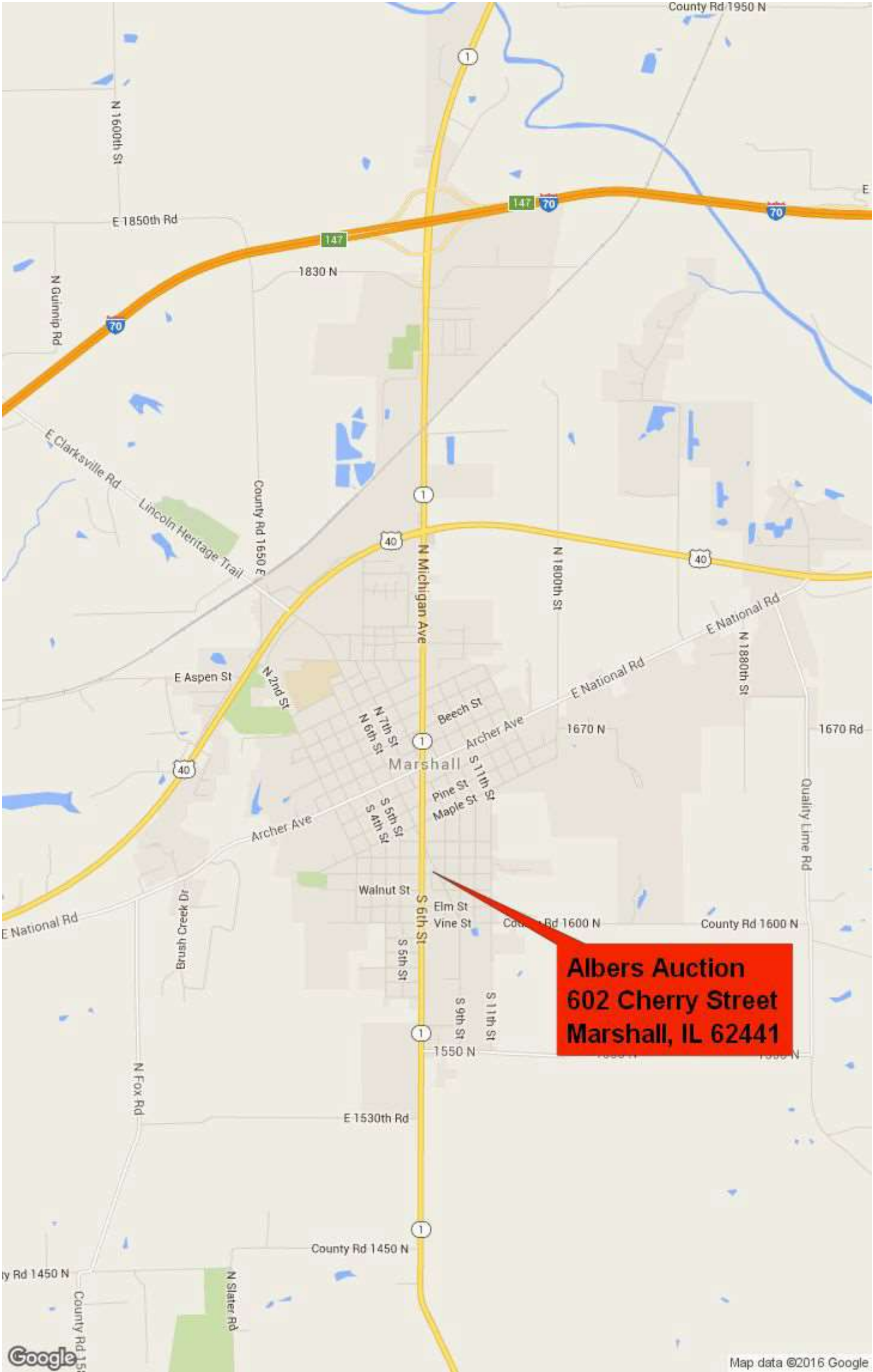
AREA	SEC	MAP	BLOCK	PARCEL	SECTION	RANGE	TAX DISTRICT	SCHOOL	WATERSHED	FIRE	HD	DAY	YEAR	DEED BK	DEED PG
08	34-11	001	027	34-11A-12A	4	Marshall City	0-2	MT	FD-1	09	35	87	160	174	
02											12	36	195	413	
HARRIS-WARRIOR-ALMON, MIMA JEAN 602 CHERRY MARSHALL, IL 62441					SUBDIVISION NAME Delaney Addition BLOCK _____ LOT _____ PT 31 LOT DIMENSIONS _____ ACREAGE _____ 66.5 X 72 X 88 DEED _____ CALC _____										
BUILDING AREA SQ. FT. Living Area 134 Attached Garage 233 Carport Breewseway Basement (Unfinished) .. Basement (Recreation) .. Basement (Living Area) .. Porch (Open) Porch (Open) Porch (Enclosed Frame).. Porch (Enclosed Masonry).. Stoop Stoop Patio Patio Deck Deck Deck Attic (Unfinished)..... Attic (Finished) Masonry Veneer In-Ground Pool Pool Enclosure					SPECIAL FEATURES RA. 95 2011 2012-2013 AC 2014 10/21/15 2015 C.A.A. UTILITIES Central Heat <input checked="" type="checkbox"/> Central Air Water Well Municipal Water ... Municipal Gas Septic Municipal Sewer ... ROAD ROCK CONCRETE ASPHALT APPROXIMATE AGE _____ CONDITION E. G. A. P. U. _____ DOWNING I. L. H. B. level. Tri-level _____ EXTERIOR WALLS A. B. C. CLASS I. II. III. IV. PRE-40 2A. 1B. 3C. COMMENTS: *THIRD FL. BUILT BY FIREPLACES Full masonry Masonry w/liner Pre-fabricated w/veneer ..		EFFECTIVE AGE _____ REL _____								

ASSESSOR - AERIAL MAP



NOTE: All photos, maps, drawings, etc., are for illustration purposes *ONLY*; these should not to be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.

PLAT MAP

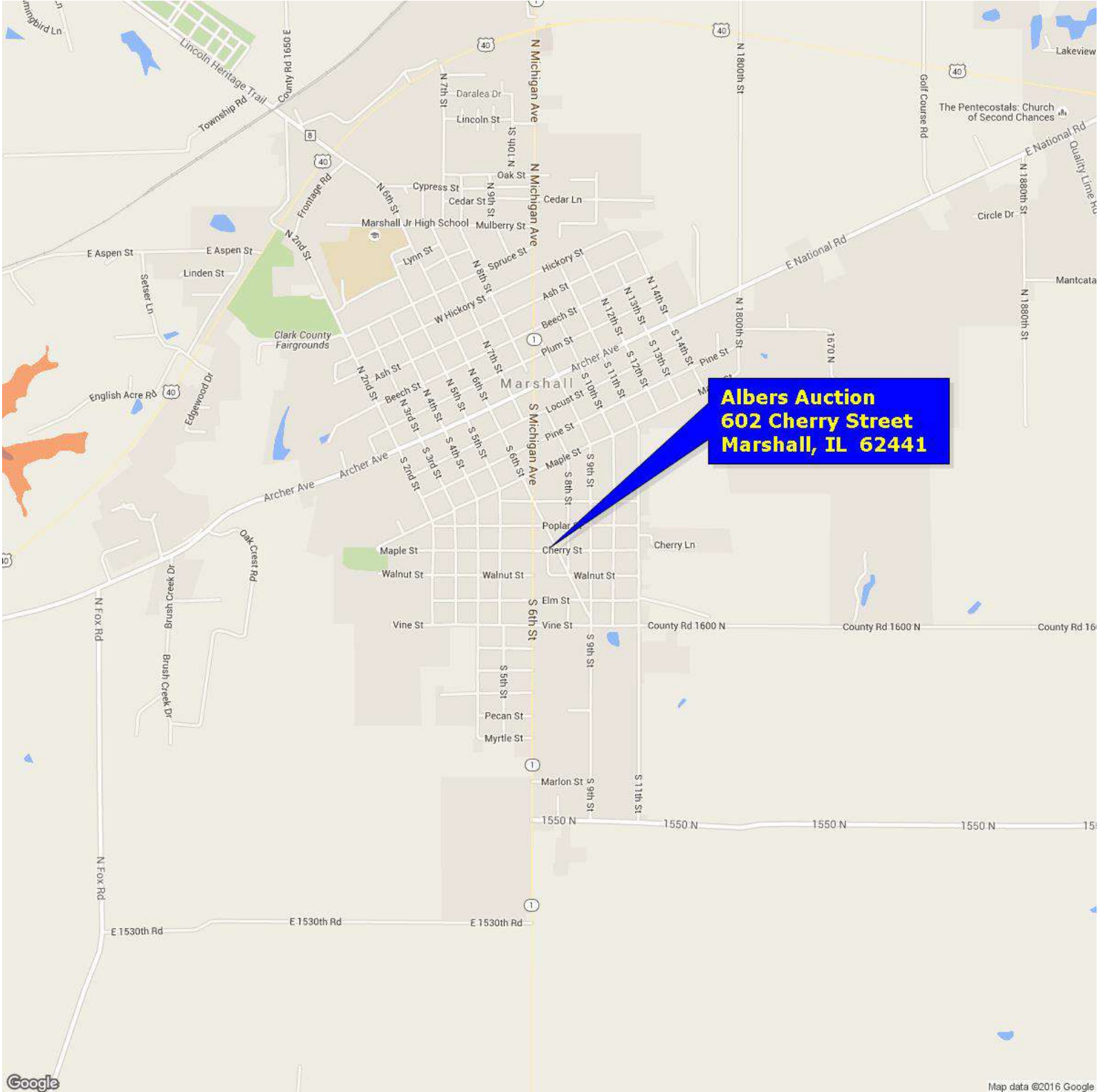


Albers Auction
602 Cherry Street
Marshall, IL 62441

LOCATION MAP



FEMA – FLOOD MAP



FLOOD INFORMATION

Community: City of Marshall

Property is NOT in a FEMA Special Flood Hazard Area

Map Number: 17023C0100C

Panel: 0100C

Zone: X

Map Date: 08-02-2007

FIPS: 17023

Source: FEMA DFIRM

LEGEND

 = FEMA Special Flood Hazard Area – High Risk

= Moderate and Minimal Risk Areas

Road View:

= Forest

 = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

DESCRIPTION OF REAL ESTATE

Physical & Legal Description: The Real Estate sells at 10:00AM (CST). The property is located at 602 Cherry Street, Marshall, IL. 62441. **Legal Description:** Part of Block 31 in the Dulaney's Addition to the Town (now City) of Marshall, Illinois, situated in Clark County, Illinois. The lot size is 96.5' x 72' x 61' x 85' (IRR) = 5,670 sq. ft. m/l.

Lot and Dwelling Description: The real estate is conveniently located to shopping, schools, churches, and other local amenities. The real estate is located in the County of Clark, Marshall Township, Marshall, Illinois. **Description:** The lot has a total of 5,670 sq. ft. m/l. This ranch style house was built in approximately 1964. The gross living area of the house is 984 sq. ft. m/l that consists of kitchen, dining area, living room, 2-bedrooms, 1) 3-fixture bathroom/laundry/utility area. There is a 1-Car attached garage with a concrete floor and 1) overhead door with electric opener and a service door. The walls and ceilings of the home are drywall and painted. The floor coverings consist of hardwood, sheet vinyl and carpet. There is a gas hot water heat and central air conditioning system that supplies a climate control environment to the entire house. There is an attic with access from the garage thru a scuttle entrance. There is a 40 gallon electric water heater. There is a 100 ampere electrical service panel and wiring. The windows throughout the house are aluminum storms and screens and there are ceiling fans throughout the house. There is metal rain gutters installed on the home. The foundation is concrete blocks and has an asphalt shingle roof. The exterior of the house is finished with a vinyl siding. There is a front wood deck measuring 8' x 30' and a rear covered concrete patio measuring 9' x 12'. The property has City of Marshall Utilities that consists of water, electric, waste disposal system and natural gas. There is an air crawl space. There is a black-top driveway for the house giving access from Cherry Street. There is 1) overhead door to the garage with an electric door opener. There are cabinets built-in the garage. There is a storage room built onto the rear portion of the garage that measures 6' x 7'. There are newer built-in appliances in the kitchen which will sell with the house: Kenmore stove top, Kenmore oven, Kenmore dishwasher, Kenmore microwave/vented hood and a garbage disposal. The kitchen has solid oak cabinets. Also, in the living room is a gas log fireplace.

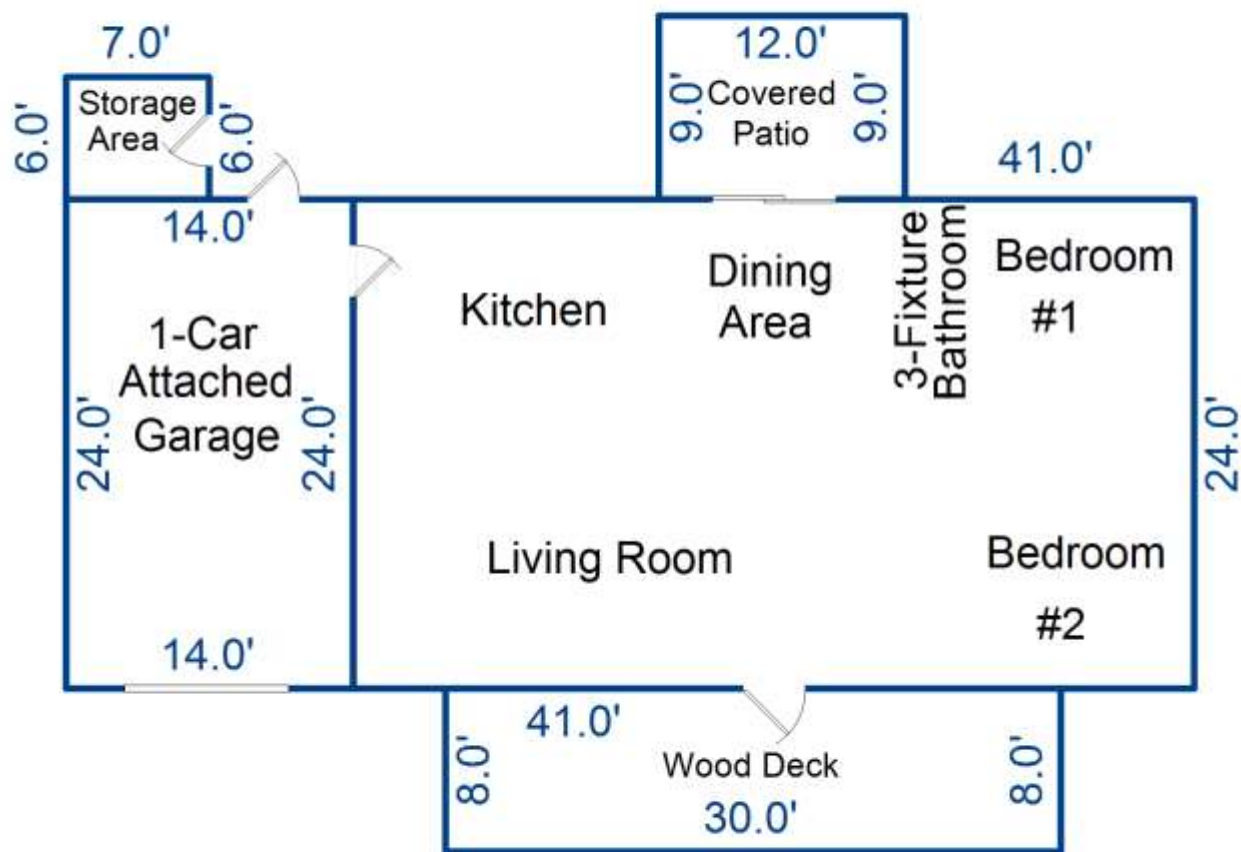
NOTE: A wood destroying insect inspection report was not readily available in time to be included in this packet of information. The wood destroying insect inspection report will be on our website soon.

Terms: Announcements made at day of sale will take precedence over any previously printed, oral or electronic statements "Sold As Is, Where Is". Auctioneer is acting only as an agent to the Seller(s) and is not responsible for any accident or liability.

NOTE: All prospective buyers have 14 days prior to the auction for a home inspection to be conducted. The buyer will be required to sign a disclosure waiver for lead paint and a property disclosure waiver the day of the auction.

NOTE: The Auctioneer may use any dollar increment during the bidding process he feels is appropriate.

FLOOR PLAN – SKETCH



Sketch by Apex Sketch

AREA CALCULATIONS SUMMARY						AREA CALCULATIONS BREAKDOWN				
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width =	Area

© Starcap Marketing, LLC. dba Apex Software

NOTE: The sketch of the floor plan for the house was derived from the Clark County Supervisor of Assessments Office, records and onsite measurements. The measurement s are considered to be approximate and rounded.

NOTE: All photo’s, drawings, sketches, maps, etc. are for illustration purpose’s ONLY.

PHOTO'S



ENVIRONMENTAL ADDENDUM & DISCLOSURE

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

This disclosure pertains to the property listed in this “Property Information Packet” being offered at auction for the Wilma Jean Albers, Estate – Stephen D. Thompson, P.O.A on July 16, 2016.

***Apparent is defined as that which is visible, obvious, evident or manifest to the auctioneer.**

This addendum and disclosure reports the results of the auctioneer’s routine inspection of and inquiries about the subject properties and its surrounding area’s. It also states what assumptions were made about the existence (or non-existence) of any hazardous substances and/or detrimental environmental conditions. **The auctioneer is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

Drinking Water: The drinking water to the property is supplied by the City of Marshall Utility Department. It is the assumption of the auctioneer and seller(s) that there is an adequate supply of safe, lead-free drinking water.

Sanitary Waste Disposal: Sanitary waste disposal for the property is supplied by the City of Marshall Utility Department. It is the assumption of the auctioneer and seller(s) that the sanitary waste is disposed of by a municipal sewer and/or private system or adequate properly permitted alternate treatment system is in good condition.

Soil Contaminants: The auctioneer and seller(s) are not qualified to determine the presence of any soil contaminants and further more are not aware of any soil contaminants. It is the assumption of the auctioneer and seller(s) that the properties are free of soil contaminants.

Asbestos: The auctioneer and seller(s) are not qualified to determine the presence of any asbestos and further more are not aware of any asbestos. It is the assumption of the auctioneer and seller(s) that there is no uncontained friable asbestos or other hazardous material on the property.

PCB’s (Polychlorinated Biphenyls): The auctioneer and seller(s) are not qualified to determine the presence of any PCB’s and further more are not aware of any PCB’s. It is the assumption of the auctioneer and seller(s) that there are no uncontained PCB’s on or nearby the property.

Radon: The auctioneer and seller(s) are not qualified to determine the presence of any Radon and further more are not aware of any Radon. It is the assumption of the auctioneer and seller(s) that the radon level is at or below EPA recommended levels.

UST’s (Underground Tanks): The auctioneer and seller(s) are not qualified to determine the presence of any UST’s and further more are not aware of any UST’s. It is the assumption of the auctioneer and seller(s) that any functioning UST’s are not leaking and are properly registered and that any abandoned UST’s are free from contamination and were properly drained, filled and sealed.

Nearby Hazardous Waste Sites: The auctioneer and seller(s) are not qualified to determine the presence of any nearby hazardous waste sites and further more are not aware of any nearby hazardous waste sites. It is the assumption of the auctioneer and seller(s) that there are no hazardous waste sites on or nearby the properties that negatively affect the value or safety of the properties.

UREA Formaldehyde (UFFI) Insulation: The auctioneer and seller(s) are not qualified to determine the presence of any UFFI and further more are not aware of any UFFI. It is the assumption of the auctioneer and seller(s) that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

Lead Paint: The auctioneer and seller(s) are not qualified to determine the presence of any lead paint and further more are not aware of any lead paint. Because the improvements on the property were built prior to 1978 the possibility of lead paint may be present. It is the assumption of the auctioneer and seller(s) that there is not any lead paint on the property. It is recommended by the auctioneer and seller(s) that a qualified professional be contacted if there are any concerns.

Air Pollution: The auctioneer and seller(s) are not qualified to determine the presence of any air pollution and further more are not aware of any air pollution. It is the assumption of the auctioneer and seller(s) that the property is free of air pollution.

Wetlands/Floodplains: The auctioneer and seller(s) are not qualified to determine the presence of any wetlands/floodplains and further more are not aware of any wetlands/floodplains. It is the assumption of the auctioneer and seller(s) that there are no wetlands/floodplains on the property.

Miscellaneous Environmental Hazards: The auctioneer and seller(s) are not qualified to determine the presence of any miscellaneous environmental hazards and further more are not aware of any miscellaneous environmental hazards. The auctions are being conducted with the assumption that there are no miscellaneous environmental hazards that would negatively affect the safety, value or integrity of the properties.

NOTE: All or parts of the improvements were constructed before 1978 when lead paint was a common building material, and the possibility of lead-based paint contamination may exist. There is no **apparent** visible or known documented evidence of lead paint on the floors, walls or ceilings. The only way to be certain that the property is free of surface or subsurface lead paint is to have it inspected by a qualified inspector. If there are any further questions as to the presence of any environmental hazards on any of the properties it recommended by the auctioneer and seller(s) that the buyer(s) have a qualified professional inspector to conduct such an inspection. All cost’s related to any inspection and/or repairs will be at the expense of the buyer(s). All prospective buyers have 14 days prior to the auction for a home inspection to be conducted. The buyer will be required to sign a disclosure waiver for lead paint and a property disclosure waiver the day of the auction. The property is being sold “AS IS, WHERE IS” with no warranties expressed or implied.

AD VALOREM TAXES / ZONING

Permanent Tax Numbers:

Parcel # 08-08-24-11-201-027

Marshall Township, Clark County, Marshall, Illinois, 62441.

Zoning:

Zoned R-1, Single Family Residential

Taxes:

Parcel # 08-08-24-11-201-027– estimated to be \$372.72 per year with 3) exemptions.

Information provided by the Clark County Supervisor of Assessments Office and Treasures Office.

FOR MORE INFORMATION ON AD VALOREM TAX MATTERS, ZONING, CITY UTILITIES – WATER, ELECTRICITY, WASTE DISPOSAL and NATURAL GAS - YOU MAY CONTACT THE FOLLOWING:

Clark County Supervisor of Assessments – 217-826-5815

Clark County Treasure – 217-826-5721

City of Marshall – City Hall – 217-826-8084

CONTRACT FOR PURCHASE & SALE OF REAL ESTATE

**This is a legally binding contract. If not fully understood, we recommend
that all parties to the contract consult an attorney before signing.**

Property # _____ Tract(s) # _____ Date: _____

This is a Purchase and Sale agreement, provided at the auction sale herein referenced. By signing below, purchaser acknowledges the terms and conditions for purchase are incorporated herein and same are legally binding, it being the intent of the parties that the obligation of purchaser arising from the “Terms and Conditions” and this Purchase and Sale Contract, shall be deemed one and the same.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

A. SELLER

NAME:

Address:

City/Town: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell Phone: _____
(Even though the word “Seller” is singular, it refers to each and all of those who sign below as Seller.)

B. PURCHASER

NAME:

Address:

City/Town: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell Phone: _____
(Even though the word “Purchaser” is singular, it refers to each and all of those who sign below as Purchaser.)

2. PROPERTY TO BE SOLD

The property which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as:

The following is a legal description of the property as a whole, unless otherwise specified.

Legal: Part of Block 31 in the Dulaney's Addition to the Town (now City) of Marshall, Illinois, situated in Clark County, Illinois. The lot size is 96.5’ x 72’ x 61’ x 85’ (IRR) = 5,670 sq. ft. m/l, PIN #08-08-24-11-201-027

This property includes all Seller(s) rights and privileges, if any, to all land, water, streets, minerals, and roads annexed to, and on all sides of the property, unless otherwise described differently herein this contract.

INITIALS: _____

HIGH BIDDER INITIALS: _____

ITEMS INCLUDED IN SALE

The following, if located on the property at the time of signing of the contract, are included in the sale of the real estate, unless stated otherwise in this contract, “As Is, Where Is”.

- i. All buildings and improvements,
- ii. Lighting, heating and plumbing fixtures,
- iii. Window shades, Venetian blinds, traverse rods, curtain rods,
- iv. All wall to wall carpeting,
- v. Storm and screen doors and windows,
- vi. Water softeners and propane tanks (if owned by the seller(s)),
- vii. Stainless Steel Refrigerator, Stainless Steel Stove/Oven and 8’ x 16’ Portable Building
- viii. All shrubbery, trees, and plants in the ground, and
- ix. Other existing items not listed above and which are included in the sale are listed here:
Any trash, scrap & scrap iron and any items remaining in any buildings or with the real estate.

3. ITEMS EXCLUDED FROM THE SALE

The following items are excluded from the sale of real estate: _____NONE_____.

4. BUYER’S PREMIUM

It is clearly understood and agreed to by both the Buyer and the Seller that THE BUYER’S PREMIUM IS THAT PORTION OF THE COMMISSION WHICH IS BEING PAID BY THE BUYER THROUGH THE SELLER. UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC AND THEIR AUCTIONEER/AGENTS REPRESENTS ONLY THE SELLER. If either the Buyer or the Seller should fail to perform on the contract the party responsible for failing to close on the property shall be responsible for the full commission due United Country – Auctions, Appraisals & Realty, LLC. In the event the Buyer defaults, the funds held by United Country – Auctions, Appraisals & Realty, LLC shall be retained to the extent of the Buyer’s Premium and the balance shall be remitted to the Seller or their Attorney.

5. FORFEITURE PROVISIONS

Buyer has heretofore deposited a sum of money (earnest) at the auction as to include the 6% Buyer’s Premium, which sums are presently within a designated escrow or non-interest bearing account at Preferred Bank for a reasonable amount of time as is considered to accomplish the final settlement between the Seller(s) and United Country – Auctions, Appraisals & Realty, LLC. At that time the sums of money are then transferred to an escrow account of Clark County Title Company. The Buyer acknowledges that, in the event of default pursuant to the terms of this contract or a violation of the “Terms and Conditions” of the auction, the funds provided shall be forfeit, as same represent liquidated damages. The foregoing shall not be construed as a penalty clause inasmuch as the terms and conditions for the auction identify this fact and inasmuch as the auction has already been conducted and Seller has committed to the Purchaser. The parties hereto agree that it represents a fair, equitable and negotiated resolution to the Seller(s) legitimate claim of default, and not a penalty.

6. PURCHASE PRICE

The Purchase Price is (Line C – Below):
\$ _____(_____)Dollars, U.S.

7. METHOD OF PAYMENT

- A. \$ _____ Bid Tendered at Auction.
- B. + _____ (6%) Buyer’s Premium. Purchaser agrees to pay this amount.
- C. _____ Contract sale/purchase price including the Buyer’s Premium. (A+B=C)
- D. - _____ Paid as a “Cash/Credit Card/Bank Check/Guaranteed Funds” down payment (earnest).
- E. = _____ Balance Due in Cash/Bank Check/Guaranteed Funds at closing. (C-D=E)

8. MORTGAGE EXPENSES

- A. Any mortgage recording tax, recording fee, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage shall be paid by the purchaser.
- B. Seller assumes all responsibilities regarding the filing of the required tax reporting forms with respect to the sale and transfer of this property.

SELLER INITIALS: _____ **HIGH BIDDER INITIALS:** _____.

9. SELLER’S TITLE

Seller will transfer to Purchaser all his right, title and interest in the property as per the “Terms and Conditions”. Seller will convey title to purchaser subject to any easement of record; existing restrictions, covenants, conditions of record; zoning and environmental protection laws in existence as of this date so long as the foregoing does not render title uninsurable. Seller will deliver title that any reputable title company will insure. Buyer is responsible for ordering and paying for any additional title searches and title insurances he/she desires.

10. DEED

The property shall be transferred from the Seller(s) to Purchaser by means of a Deed. The deed will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted.

11. ILLINOIS STATE TRANSFER TAX

The Seller agrees to pay "Illinois State Real Property Transfer Tax" as set by law.

12. TAX AND OTHER ADJUSTMENTS

The following shall be adjusted between the Purchaser and Seller as of the date of Closing/Possession.

- A. Rents, if any, as and when collected
- B. Interest and mortgage escrow account, if any
- C. Taxes, sewer, water and utility rents, if any
- D. Municipal assessment yearly installment, if any
- E. Fuel, if any
- F. Homeowner’s Association dues, if any

13. DATE AND PLACE OF TRANSFER OF TITLE

The transfer of title to the property from Seller to Purchaser will take place at the Clark County Title Company, 119 South 6th Street, Marshall, IL 62441, (217) 826-5212. The closing will be completed with title transferred on or before _____ at _____.m. or in 45 days or within (5) days of presentation of insurable title, time is of the essence. If surveying is required the closing date could be delayed anywhere from 45 – 90 days.

14. POSSESSION

The Purchaser(s) shall be granted possession of the property at closing, provided transfer of title has occurred.

15. DOWN PAYMENTS

It is agreed that any payments made by the Purchaser prior to transfer of title are to be deposited into an escrow account (non-interest bearing). Down payment(s) will be held in an escrow or non-interest bearing account at Preferred Bank for United Country – Auctions, Appraisals & Realty, LLC, and then transferred to Clark County Title Company escrow account, then to the Seller’s Attorney’s escrow account and/or an account designated by the Seller. At which time the holder of such funds shall apply the total payments to United Country – Auctions, Appraisals & Realty, LLC for their fee(s) due and any excess of down payment over and above the fee will go to the Seller unless there has been a forfeiture or an agreed and written agreement for distribution of funds which is contrary to the form provided herein. If Buyer fails to perform, he or she forfeits all payments as liquidated damages or is subject to a specific performance action, and agrees to pay the full BUYER’S PREMIUM to United Country – Auctions, Appraisals & Realty, LLC. All resale expenses and any interest due will be the property of the Seller(s).

16. REMEDIES UPON DEFAULT

In the event Purchaser defaults pursuant to the terms of this agreement, Seller shall have any remedy under Illinois State Law available. The foregoing shall include but not be limited to, an action for damages and action for specific performance or retention of funds as referenced above as liquidated damages. Any action for damages shall include the actual loss to Seller, together with any expenses incurred including but not limited to reasonable attorney’s fees, re-auctioning the property, remarketing the property, and all other expenses associated with same arising from Buyer(s) default.

SELLER INITIALS: _____

HIGH BIDDER INITIALS: _____.

17. ENTIRE AGREEMENT

There are no representations made outside of the four corners of this contract, and the provisions herein made with respect to the Buyer’s obligations are integrated and hereby incorporate the Terms and Conditions executed by Buyer on the occasion of the auction. Purchaser acknowledges this property is transferred as is, where is, and there are no warranties, guarantees or promises which shall survive title, By execution of this contract, Purchaser acknowledges it has had ample opportunity prior to execution to inspect, review and observe and all conditions relative to the subject premises which would cause concern to a reasonable Purchaser. Announcements and Terms made the day of the sale or during the sale along with this contract replaces and supersedes any and all other prior understandings, written, verbal or electronic statements, that were made prior to the auction and previously entered into by and among the parties hereto with regard to the sale and purchase of the premises above described and all the same are merged herein. TERMS OF THIS CONTRACT WILL NOT BE MODIFIED IN ANYWAY UNLESS AGREED TO IN WRITING BY ALL PARTIES.

18. BINDING CONTRACT

Purchaser and Seller agree that they, their heirs, legal representatives, successors and assigns will be bound under this contract. A signed facsimile or scanned & email of this document will represent a fully executed contract.

19. OTHER TERMS:

- A. **Real Estate Taxes:** The real estate taxes for 2015 due 2016 will be paid by the seller. The real estate taxes for 2015 due 2016 will be pro-rated to the date of closing and these taxes will be credited to the Buyer(s) at closing, based on the most current real estate tax bill. Buyer(s) assume responsibility of real estate taxes payable thereafter.
- B. **Tenant Rights:** There are no tenant rights in effect at the present time.
- C. **Survey:** The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be. There is no survey required at the present time. If a buyer desires a survey it will be at the expense to the buyer.

20. THE BUYER AGREES TO PAY UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC

A BUYER’S PREMIUM OF:

\$ _____ (_____ Dollars, U.S.)
upon signing this agreement.

21. CONVEYANCE BY SELLER

Seller agrees to sell the real estate and the property, if any, described above at the price, terms and conditions set forth herein, and to convey or cause to be conveyed to Buyer, title thereto by a stamped, recordable deed, with release of homestead rights, subject but not limited to:

- a. All easements apparent, restrictive covenants and easements of record, all general real estate taxes and special assessments, if any;
- b. Public utility easements and other easements as now platted or otherwise now of record or apparent, if any;
- c. Any building setback lines and restrictions as now platted or now of records, if any;
- d. The rights of all persons claiming by, through or under Buyer; and
- e. General exceptions and Schedule B exceptions set forth in Chicago Title Insurance Company’s commitments or comparable coverage for title insurance which are hereby incorporated herein by this reference.
- f. Rights of Present Owners/Tenants to crops, until harvest is completed for the present year of this contract.

23. EVIDENCE OF TITLE

- A. Not less than fifteen (15) days before closing, Seller shall provide to Buyer evidence of title in the form of a commitment from a reputable title insurer for an owner’s title insurance policy in the amount of the purchase price, which shall show title in Seller or the intended grantor, subject only to the general exceptions to which options on abstracts of title are normally subject or are contained in such title insurance policy, to the title exceptions set forth in Paragraph 7 of this agreement, and to acts and sufferance of buyer or those claiming by, through or under buyer.
- B. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions therein stated and herein permitted and in paragraph 7 hereof.

SELLER INITIALS:

HIGH BIDDER INITIALS:

24. OBJECTION TO TITLE

- A. Written title objections or requirements must be furnished by the buyer and buyer’s attorney within five (5) days after delivery of title papers to buyer, or buyer’s attorney. If the title papers show defects other than those customarily waived under Clark County examination rules, and if the buyer files written objections thereto, seller shall have twenty (20) days from the date of delivery of buyer’s attorney’s objection or requirements, to cure such defects and present title papers on the basis of which a closing may occur as provided herein.
- B. If title cannot be made as provided above, and if title defects cannot be removed or insured over within the said twenty (20) day period after written notification to seller, this agreement shall be terminated and the payments shall be refunded to buyer’s, unless buyer’s, within an additional fifteen (15) days after seller has received notice of such title defects, elects to accept title subject to such defects; upon which elections buyer may deduct from the purchase price the amounts of all liens, encumbrances or like interests of a definite or ascertainable amount.

25. NOTICES

Notices required under this contract shall be in writing by U.S. certified postage prepaid mail to the address stated above, return receipt requested, or by delivery in person. Addresses may be changed by like notice. Date of posting shall be deemed date of receipt. Failure by the notifying party to receive back the receipt card signed by the addressee shall not invalidate the notice.

26. SURVEY

The Seller(s) will have the final decision as to the need of any surveying and whom the surveyor will be. There is no survey required at the present time. If a buyer desires a survey it will be at the expense to the buyer.

27. MINERAL RIGHTS

If there are any mineral rights and the Seller(s) own their mineral rights, then all mineral rights available will be transferred to the Buyer(s).

28. DISCLAIMER’S

- A. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) have gathered information in promotional materials from sources deemed reliable but not guaranteed. Purchaser acknowledges inspection of the property or has had the opportunity to do so and chosen not to inspect the property. Purchaser is relying solely on purchasers own inspections and judgment. Further, all parties acknowledge and agree that the property is being sold “WHERE-IS, AS-IS” with any and all faults. United Country – Auctions, Appraisals & Realty, LLC and their agents have acted as agents for the seller in this transaction.
- B. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) are making notice to Buyer(s) of the real estate. There is a small area that has been utilized as a site for trash and there could be others that have not been identified. The Buyer(s) are purchasing and the Seller(s) are selling the real estate “WHERE-IS, AS-IS” with any and all faults.

29. CONTINGENCIES

There are NO contingencies to this contract.

SELLER INITIALS:_____

HIGH BIDDER INITIALS:_____.

30. SELLER’S AGREEMENT TO PAY COMMISSION

Seller hereby accepts the above offer and agrees to sell on the terms and conditions set forth and agrees to pay United Country – Auctions, Appraisals & Realty, LLC a fee of an amount equal to or more as agreed upon previously between the Seller and United Country – Auctions, Appraisals & Realty, LLC.

DATE: _____

DATE: _____

HIGH BIDDER = PURCHASER

SELLER

X _____

X _____

X _____

X _____

X _____

X _____

X _____

X _____

ATTORNEY

ATTORNEY

() - OFFICE

() - OFFICE

() - FAX

() - FAX

() - CELL

() - CELL

E-MAIL: _____

E-MAIL: _____







107B West Trefz Drive, Marshall, IL 62441

Office: 217.826.3333 • Cell: 812.243.1303

David Shotts, Jr., Auctioneer / Agent / Appraiser

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"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"

NOTES

This image shows a full page of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings present.