REAL ESTATE AUCTION TERMS AND CONDITIONS

General Information
The real estate will be sold as described at auction to the highest bidder subject to confirmation of the seller(s). The property is being sold in "AS IS, WHERE IS CONDITION". Only properly registered bidders will be eligible to bid at this Real Estate Auction.

Inspections
It is the bidders' responsibility to inspect the property and to perform their own due diligence. The seller and auctioneer assume that bidders have inspected the property and performed their own due diligence prior to bidding, and that each high bidder is acquiring the property based solely on their own independent investigations and inspections and not in reliance on any information provided by seller, auctioneer, any of their employees, officers, directors, agents or contractors, subagents or subcontractors. It is also understood that neither the seller nor auctioneer have made any agreement to alter, repair or improve the property and it sells "as is, where is", with no warranties or representations whatsoever, expressed or implied, including, without limitation, as to condition, fitness for any particular purpose or merchantability, compliance with government laws, ordinances or regulations. Although information provided herein and in amended/supplemental materials has been obtained from sources deemed reliable, information has not been verified by the auctioneer.

The seller and auctioneer, their representatives, agents, or subagents, assume no liability for errors or omissions in this property listing in advertising, promotional or publicity statements and material. The auctioneer, their representatives, agents, or subagents, make no guarantee as to the accuracy of the information herein contained or in any other property listings in advertising, promotional or publicity statements and material. Neither the seller nor the auctioneer has any obligation to update this information. Neither auctioneer, their agents or subagents, assume any liability whatsoever for any oral or written representation, warranties or agreements relating to the real estate (including information appearing in any brochure or announcements at the time of auction) except as expressly set forth in the auction real estate purchase contract. Announcements made at the beginning of the auction event take precedence over all other printed material, advertising, promotional/publicity statements, offering statements (as amended and supplemented) and auction marketing materials.

High Bidder Requirements
Immediately upon close of bidding for the real estate, the high bidder shall be required to (I) execute a buyer acknowledgement of purchase agreement if requested indicating the high bid amount, total purchase price with bidder identification and (II) after final purchase(s) have been made, tender the required deposit made payable to B A Rigby & Associates. Failure to do so shall give seller and auctioneer the right to nullify such bid and reopen the bidding on said property. Phone bidders will be required to submit a buyer deposit or bank letter of guarantee prior to bidding. Said deposit will be refunded within 72 hours if the high bid by phone is not the winning bid. At the auction, the high bidder to whom the property has been declared "sold" shall be required to immediately sign the applicable auction real estate purchase contracts. If the high bidder to whom a property has been declared "sold" fails to perform as agreed to in the terms and conditions of this auction, any deposit shall be forfeited to seller and auctioneer by the high bidder as liquidated damages and seller may resell the property free and clear of any claims by such high bidder.

Deposit
A deposit of 10% of the contract price, computed by adding the buyers premium to the highest accepted bid, must be made at the conclusion of the auction and upon signing of the real estate purchase agreements. Such deposit shall be held in B A Rigby & Associates auction escrow account until the time of closing.

Buyers Premium
A buyers premium of 10% of the high bid will be added to the accepted high bid to determine the total contract purchase price of the real estate unless announced otherwise the day of auciton.

Broker Participation
If bidder is currently licensed as a Real Estate Broker or Agent, they hereby agree and acknowledge that unless they have completed and can provide evidence of a properly executed and accepted broker participation form regarding this auction, no broker participation fees or commissions of any nature will be applicable.

Closing
The successful bidder must sign applicable purchase contracts immediately upon close of bidding and acceptance of winning bid on the purchased property. The closing shall occur on or before the date indicated and agreed upon in the real estate purchase and sale agreement pursuant to the property described herein. Place of closing shall be determined by seller providing the closing company meets B A RIGBY & Associates' criteria for closing.

Default
Should buyer(s) not close on or before the disclosed date indicated in the real estate purchase and sale agreement, any down payment deposit in total shall immediately be forfeited by buyer(s) without recourse and become payable to and equally split between B A RIGBY & Associates and Seller, unless agreed upon otherwise in writing by Seller and B A RIGBY & Associates. Said buyer(s) default forfeiture of deposit shall become payable as indicated herein within 24 hours after said default without buyer(s) recourse or liability of any nature to B A RIGBY & Associates or Seller.

Conveyance
This property will be conveyed by a cash deed free and clear of all liens and encumbrances. All customary title related expenses including title insurance, title search and title recording fees shall be assessed according to closing compamy policy.

Possession
Possession of the property shall be granted to purchaser at conclusion of closing unless agreed to otherwise in writing by seller.

Real Estate Taxes
All real estate taxes and special assessments of whatever nature payable during the year in which this transaction is finally consummated shall be prorated between the parties as of the closing of the transaction, provided that seller shall have no liability for real estate taxes which may be assessed as a result of purchaser's use or change in classification of the property.

By my(our) signature(s) below, we acknowledge that we have read and agree to these terms and conditions of this real estate auction in their entirety and we acknowledge that we have received a copy of same.

Buyer	Date	Buyer	Date
Auctioneer or Representative	Date	Auction ID	Auction Date