

ONLINE BANKRUPTCY REAL ESTATE AUCTION NOTICE -

BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER

DATE: January 10, 2018
SELLERS: Martin E. Seifert, Bankruptcy Trustee for Kyle E. Slater Case # 17-11452
LOCATION: 403 E. First St., South Whitley, IN 46787

LEGAL DESCRIPTION: A tract of land located in the West half of the Southwest Quarter of Section 23, Township 31 North, Range 8 East, Whitley County, Indiana, more particularly described as follows, to wit: Commencing at the Southwest corner of said Section 34, said corner marked by an iron pin embedded in a concrete sidewalk; thence North 90 degrees 00 minutes East (recorded East), a distance of 366.65 feet to an iron pin at the True Point of Beginning; thence North 00 degrees 08 minutes West, a distance of 381.89 feet to an iron pin found on the Southeasterly right-of-way line of the former Detroit, Eel River and Illinois Railroad (now abandoned); thence North 55 degrees 40 minutes 35 seconds East, on and along said Southeasterly right-of-way line, a distance of 195.48 feet to an iron pin; thence South 00 degrees 08 minutes East, a distance of 492.12 feet to an iron pin on the South line of said Southwest Quarter; thence South 90 degrees 00 minutes West, on and along said South line a distance of 161.7 feet to the True Point of Beginning, containing 1.622 acres of land, more or less. Subject to an easement for ingress, egress and utility purposes, over the South 20 feet of the above described tract and together with an easement for ingress and egress, being more particularly described as follows, to wit: A part of the Southwest Quarter of Section 34, Township 31 North, Range 8 East, and part of the Northwest Quarter of Section 3, Township 30 North, Range 8 East, all being in Whitley County, Indiana described as follows, to wit: Beginning at a point on the East side of Calhoun Street, 40.6 feet East of the Northwest corner of Section 3; thence South, on the East line of Calhoun Street, a distance of 12.37 feet; thence East, parallel with the North line of said Section 3, a distance of 150.75 feet; thence North, parallel with Calhoun Street, a distance of 37.12 feet; thence Southwesterly to a point 12.37 feet North and 137.38 feet East of the Place of Beginning; thence West, a distance of 137.38 feet to the East line of Calhoun Street; thence South, a distance of 12.37 feet to the Place of Beginning. Also further together with an easement for ingress and egress, being more particularly described as follows, to wit: Commencing at the Southwest corner of said Section 34, said corner marked by an iron pin embedded in a concrete sidewalk; thence North 90 degrees 00 minutes East, (Recorded East), a distance of 191.35 feet to a Railroad Spike found at the True Point of Beginning; thence North 00 degrees 08 minutes West (recorded North), a distance of 20.0 feet; thence North 90 degrees 00 minutes East, parallel to the South line of the Southwest Quarter of Section 34, a distance of 175.3 feet; thence South 00 degrees 08 minutes West, a distance of 20.0 feet to a Railroad spike on said South line; thence South 90 degrees 00 minutes West, on and along said South line, a distance of 175.3 feet to the True Point of Beginning..

--- **BIDDERS PACKET:** All bidders who have registered for the online auction can view copies of the offer to purchase and terms at nessbrosauctions.com on the specific property Auction Detail Page.

--- **ONLINE REGISTRATION:** Registration for this auction (online) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Purchase Agreement which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. In order to bid on the Real Estate, all bidders must be signed in through www.BidNessBros.com. There is no fee to register, but a valid credit card will be required to verify identity and ensure payment of the Earnest Money, if applicable. By bidding you are representing to Ness Bros. Realtors & Auctioneers ("Ness Bros."), and the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated, DO NOT BID or you will be bound by those terms and conditions. By bidding you agree to all disclosures.

- **CONDUCT OF THE AUCTION:** The Seller and selling agents reserve the right to preclude any person from bidding if there is any question as to the person's identity, credentials, validity of the credit card, fitness to bid, financial ability to buy, etc. All decisions of the Auctioneer are final. **THE SALE WILL BE CONTROLLED BY THE AUCTIONFLEX/BIDOPIA SOFTWARE.** Ness Bros is not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. If there is a dispute, the Auctioneer may re-open the bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid.
- **BIDDING:** Bidding starts at the nominal Opening Bid(s) indicated and is open to all who registered and are approved by the way of verified identity and credit card information. The bidding will be open for minimum of 10 days. The auction ends at a predetermined time with an Overtime Period if necessary, which is defined as follows: if a bid is placed within five (5) minutes of the close of bidding, then another five (5) minute period commences from the time of the last bid until no bids are placed within the next five (5) minutes. The last bid shall be made final.
- **AGENCY DISCLOSURE & GENERAL OFFICE POLICIES:** Ness Bros. will represent the Seller exclusively unless a Ness Bros. Agent has a signed buyer agency agreement with Buyer, then that agent has a limited agency with Buyer.
- **DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained online or in the brochure and related material is subject to the terms and conditions outlined in the Purchase Agreement. The Property is being sold on an "AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Property, its condition, or the condition of any other components on the Property, is made by the Seller or Ness Bros. All sketches and dimensions online or in the brochure are approximate. The information contained online or in the Brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or Ness Bros. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property.
- **TERMS: Earnest Money** of 10% down or \$2,500.00, whichever is greater, within 24 hours of the online auction closing. In the event the winning bidder fails to provide the Earnest Money within 24 hours, Ness Bros. is authorized to charge the credit card for the amount of the Earnest Money, or any portion thereof, and an additional administrative fee of 5% of the amount being charged. The balance is due in full upon delivery of the merchantable title and deed free and clear of all liens and encumbrances except as stated herein and subject to easements or restrictions of record. A **Buyer's Premium** of 5%, or minimum of \$2,500, whichever is greater will be added to final bid and included in the total contract price. All bids accepted on the Real Estate are subject to the Bankruptcy Trustee and the Bankruptcy Court's approval.
- **BANKRUPTCY COURT APPROVAL:** Once the auction is concluded the winning bid will be submitted to the Bankruptcy Trustee for approval. Once the Offer is accepted in writing by the Bankruptcy Trustee, the Bankruptcy Trustee has up to 45 business days to obtain Bankruptcy Court approval. If Bankruptcy Court approval is not obtained, all funds paid to Ness Bros. will be returned, without interest.
- **TITLE POLICY:** A preliminary title policy has been prepared by Lime City Title Co., which will be preparing the final title policy plus conducting the Closing. Seller and Buyer agree to use Lime City Title.
- **CONDITIONS:** No offer shall be accepted that is contingent on financing. The Earnest Money will be totally forfeited in the event the Seller accepts the successful bidder's Purchase Agreement in writing and the successful bidder subsequently refuses to proceed to Closing.
- **EXECUTION OF PURCHASE AGREEMENT:** The successful bidder has earned the right to make an offer to the Seller; no sale has been completed. The bidder will be required to execute a Real Estate Purchase Agreement immediately following the close of the auction and provide the required Earnest Money within 24 hours. Buyer's offer expires 11:59 P.M. (local time) seven days after the online auction date, unless Seller timely accepts it; the Earnest Money will be returned if Seller does not accept the successful bid, subject to any required approvals.
- **TAXES:** There will be NO prorating of Real Estate taxes. The buyer is responsible for all back taxes and tax penalties and all taxes hereafter. Buyer shall assume and pay all delinquent and/or current taxes. If at the time of

closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.

- **GUARANTY:** Any individual submitting a bid or signing the Purchase Agreement on behalf of any entity agrees to be individually bound by all these terms and conditions and individually responsible for payment of the Earnest Money and the balance due.
- **POSSESSION:** The possession of the Property shall be upon Closing of Property, subject to tenant's rights. by 5:00 P.M.
- **SURVEY:** The Seller has a legal description for the property so no survey will be provided. If a survey is requested, it will be paid for by the Buyer.
- **CLOSING:** Balance of the purchase price is due in cash at closing, which will take place on or before the Thirtieth (30th) day following Bankruptcy Court approval. The fee charged by any closing agent, including an attorney acting as a closing agent for both parties, or Buyer's lender acting in such capacity, for closing services shall be paid equally by the parties. Buyer will be responsible for paying a \$245.00 administration transaction commission payable to Ness Bros.
- **AUCTIONEER RESERVES:** Auctioneer Reserves the right to make changes to an auction, to split or combine lots, cancel, suspend or extend the auction event.

NOTE: Neither the Seller nor Ness Bros. is responsible for any personal property left in the residence and buildings, or on the land at the time possession is granted to Buyer.

STATEMENTS MADE BY THE AUCTIONEER WILL TAKE PRECEDENCE OVER PREVIOUS PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS