



Terms & Conditions

Property Address: **2104 Gray Fox Court, Waukesha, WI**

Thank you for your interest in this property. This property will be open for bids at the auction. The auction will be conducted at the above mentioned property. Bidding will be verbal, all interested parties shall have every opportunity to bid and all bids will be known by all parties. The offer to purchase will be signed by the high bidder immediately following and the closing will be within 30 days or on (or before) **9/26/2009**. All bidders must request a complete Buyer's Package prior to bidding. Please arrive at least 15 minutes prior to auction time for registration and any special announcements. A valid Drivers License is required.

AUCTION TERMS *(Summary)*

1. This is a cash offer with no contingencies. If Buyer requires financing, we suggest that you pre-quality by your lender prior to the auction. Any announcements made auction day take precedence over any prior announcements or advertisements.
2. The terms of this Real Estate Auction will be **\$5000** cash or cashiers check (payable to yourself) earnest money. No Personal Checks. Earnest money shall be paid the day of auction by the high bidder. Earnest money will be deposited in our Trust Account and accredited to the purchase price. In the event that the high bidder is unable to fulfill their obligations to closing, the earnest money will be non-refundable as per the Offer to Purchase. The backup bidder will then be offered the property.
3. All taxes and utilities (if applicable) shall be prorated as of the date of the deed.
4. The property will be sold "as is-where is" as per the condition of the property. A Property Condition Report is available and Bidder accepts the property as such.
5. A 10% Buyers Fee will be charged to the Buyer and added to the selling price. (Example: High Bid Price \$100,000, Buyers Fee @ 10% = \$10,000 The offer to purchase will be written for \$110,000)
6. Seller shall pay for Title Insurance Policy, Transfer tax and Deed Preparation, City Letter, commission, document preparation and prorations (as per the Offer to Purchase).
7. Buyer shall pay Mortgage Policy portion of the Title Insurance Policy, survey (if required), filing costs, and all other closing costs not paid by the seller.
8. Any personal property included in this sale is considered as having no value, warranty, or representation from the seller.
9. The Lottery Credit (if any) shall remain with the Seller and not to be used to prorate property taxes.

10. Property will be transferred by Warranty Deed.

11. Any cost incurred for converting from present zoning shall be incurred by the Buyer-including state conversion penalties, if any and any special assessments pending or in the future.

12. Sale subject to Seller's Confirmation.

Information was provided by sellers and third parties. Property sold "AS IS", please inspect and verify all information for yourself. No information is guaranteed, no adjustments will be made. With respect to reports and other materials provided with the Buyers Package and prepared by third parties. Please be advised that sellers, auctioneers or any of their respective agents or employees making any representation or warranty about the truth or accuracy of any information contained in such reports and material is deemed reliable but not guaranteed.

Proxy Bids will be taken when accompanied by a \$5,000 cashier's check deposit prior to the auction. A complete Offer to Purchase and disclosure form must be attached. In the event that you are not the high bidder, the deposit will be returned and not deposited.

Inspections: The Bidder shall make their own inspections prior to the auction as to room size, mechanical and structural, and whether or not the property is suitable for your intended use.

Believe In Auctions, LLC
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