ONLINE REAL ESTATE AUCTION NOTICE – CASH or FINANCE

BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER

DATE: **December 16, 2027**
SELLERS: **Janet Windsor, Personal Representative for the Kurt E. Finton Estate**
LOCATION: **6824 Creekwood Trail, Fort Wayne, IN 46835**
LEGAL DESCRIPTION: Below is a partial legal description, the full one will be provided at closing.
Lot 60 Villas Of Creekwood (Creekwood Nw-Ly Tri Trd Sec Ii) Ex

SPECIAL NOTE:

--- **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.Bid2NessBros.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 AUCTIONEER 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 $5,000.00. 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 $3,000, 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 Sellers approval.

--- **TITLE SEARCH:** A preliminary title search 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.

--- **SUBJECT TO FINANCING CONDITIONS:** IF an offer is accepted that is contingent on financing. Buyer's to have a pre-approval letter from their lender approved by Ness Bros or buyer may choose to be pre-approved by Tim Yanes from Nations Lending. His website is nationslending.com/timothy-yanes. Tim can be reached at 260.760.0159. The Financing Addendum to be made a part of this Purchase Agreement.

--- **CASH CONDITIONS:** 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 an Irrevocable Real Estate Purchase Agreement immediately following the close of the auction and provide the required Earnest Money within 24 hours to the Seller in a check payable to Ness Bros. 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 as a primary or secondary offer, subject to any required approvals.

--- **SECONDARY / BACK-UP OFFER**: IF this offer is a secondary / back-up offer then this offer will stay in effect until 27 days after the Auction ends. Buyer may Terminate Secondary/Back-up Offer at any time if said buyer has an accepted offer on another property.

--- **TAXES:** The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume and pay all subsequent 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 15 days after closing, 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.

--- **PRE-HOME INSPECTION:** The Buyer acknowledges receipt/disclosure of the Home Inspection Report and items listed, along with the 120 Day Warranty Provided by Family Guard Home Inspection Services and Residential Warranty Services Inc.

--- **CLOSING:** Balance of the purchase price is due in cash at closing, which will take place, within 45 days after the acceptance date if the buyer has financed the transaction or 30 days after the acceptance if the buyer has made a cash offer. 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 $345.00 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 after the Real Estate possession is granted to Buyer and will be inherited by the new buyer.

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