

Elida Schools On-line Surplus Auction

KIGAR REALTY & AUCTION

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CONTRACT FOR SALE OF REAL ESTATE AND/OR PERSONAL PROPERTY AT PUBLIC AUCTION



This agreement entered into this June day of 2023,
I or we hereby grant unto Kigar Realty & Auction the exclusive right and authority to sell at Public Auction the following described real estate and personal property,
to-wit: _____

Attorney for Seller: _____

and as set out in Exhibit A hereto attached and made a part hereof by reference. Located _____

City of Delta County of _____ Township of 401 E. North St State of Ohio

Auction or Auctions shall be conducted ☒ Online ☐ Webcam ☐ Live at: _____

upon the following dates Ending June 27 about 6/28

Terms of Personal Property _____

Terms on Real Estate _____

Taxes to be paid as follows _____

CAUV Recoupment Tax _____

Possession _____

Said sale shall be made free and clear of all encumbrances, except as follows: _____

REAL ESTATE

Mortgage _____

Address

Unpaid Balance

1. _____

2. _____

PERSONAL PROPERTY

Mortgage or Lien Holder _____

Address

Unpaid Balance

1. _____

2. _____
I or we agree to furnish a guaranteed Certified of Title, an Owners Policy of Title Insurance or an Attorney's Certificate of Title showing a good and merchantable title to said Real Estate or on Owner's Policy of Title Insurance for the sale price of said Real Estate, and agree to execute and deliver a good and sufficient Warranty Deed or land contract on the above Real Estate.

The undersigned hereby warrant that he/she or they is or are the sole and only owner or owners of the property above described and that the within mentioned liens and encumbrances are the only encumbrances against said property.

I or we agree to pay Kigar Realty & Auction 25 % Commission. If used, a buyer's premium of 10 % will be retained by Auctioneer

Seller will pay Visa/MC fees: _____

Ads as follows: Delta News - Auction Co.

Clerk and Cashier charges shall be paid by _____ Advertising costs shall be paid by Seller

Further Conditions: _____

Consignments: _____

Set-Up Auction: _____

Labor Costs per Person: \$ _____

The Auctioneers are licensed by the Department of Agriculture. An aggrieved person may initiate a claim against the auction recovery fund created in section 4707.25 of the Revised Code as a result of the Auctioneers' actions.

I or we agree that all expenses incurred for the advertisement, promotion and conducting said Auction as above agreed, shall be paid from the proceeds of said Auction, and said expenses shall be first deducted therefrom before payment of said encumbrances and liens. The net proceeds of the Auction, after payment of said expenses and all encumbrances and liens, shall be paid to the undersigned within no more than twenty-one (21) days of the Auction date. The auctioneer [] undersigned [] shall be responsible for bad checks, debts, and unpaid auction items.

The Auctioneer or listing agent shall in his or her sole discretion, have the right to terminate this agreement or decline to hold an auction if the Auctioneer determines: (1) that the amount the property can be sold for is insufficient to pay liens on the property; or (2) the owner will not, within a reasonable time, be able to remove defects in the title. Owner agrees to notify the Auctioneer prior to the commencement of the auction or auctions if Owner intends to bid on any of the property being sold at auction, either directly or indirectly, through another party. If Owner so informs Auctioneer, Auctioneer will make appropriate disclosures to bidders at the auction.

Kigar Realty and Auction permits absentee bids. For such bids, the auctioneer will bid in increment amounts equal to the increment bid amounts offered in live bidding, up to the amount of the absentee bid.

The Auction shall be conducted as a reserve [] absolute [] Auction. (See reverse side for the definitions of a reserve and absolute auction.)

If the auction is an absolute auction, I [] we [] agree to transfer ownership of the property described above to the highest bidder.

I or we have read the foregoing contract and thoroughly understand the contents thereof; I or we further represent the statements hereof are made by me or us and that the