**RAWLINGS AUCTION, APPRAISAL & REALTY, LLC** 

LICENSED AUCTIONEERS/CERTIFIED APPRAISERS/LICENSED REAL ESTATE AGENTS

# **AUCTION INFORMATION**

"BROKERS BRING YOUR BUYER, WE SHARE COMMISSION"
REAL ESTATE AUCTION
"BUYER FINANCE FELL THROUGH, RESELLING AT AUCTION"
"Lovely 3 Level Garage Townhome"
Onsite –June 30th, 2016 AT 4 PM
5715 Goldfinch Court, Ellicott City, MD 21043





#### OPEN HOUSE'S – June 22nd from 5 pm – 6 pm and June 30th from 3 pm – 4 pm

This is a Spacious End Unit Garaged Townhome and is located in Montgomery Township II.

This home offers 3 Bedrooms, 2 Full and 2 Half Baths on 3 Finished Levels. The main level consists of a Family Room w/Gas Fireplace, Laundry Closet w/Washer and Dryer, ½ Bath, Walk-Out Sliding Glass Door to a Small Patio, and 1 Car attached Garage. On the Second Level you will find a Lovely Kitchen w/Ceramic Tile and Gas Stove, Separate Dining Room w/ Hardwood, Sliding Glass Door to Large Deck, ½ Bath and Nice Living Room and then on to the Third Level with 3 Bedrooms – One is Master with Full Master Bath, Soaking Tub and Separate Shower, Walk-In Closet and Ceiling Fans – and Full Bath in Hall......

This home is within walking distance to nearby Shops, Restaurants and is conveniently located to all major commuter routes going into Baltimore and Washington, DC. The home is also approximately 10 minutes from Anne Arundel Mills and BWI Airport......

\*\*\*There loss is your gain. \*\*\*

Make sure you are pre-qualified with your lender if you are financing before you bid.

**Brokers Share in Commission Earned** 

Lockbox for Showings – All Non-Represented Buyers Call our Office for Showings. \*\*\*A \$5,000.00 Security Deposit is due by Winning Bidder on Day of Auction in Certified Funds or Cash\*\*\*

#### FOR MORE INFORMATION

www.rawlingsauctionservice.com or www.auctionzip.com ID # 12260

Email: <a href="mailto:rawlingsauction@comcast.net">rawlingsauction@comcast.net</a>

Steve and Patti Rawlings, Principals

Bus: 1 (301) 473-5796 Cell: 1 (301) 418-1144 The property is being sold AS IS, with no warranties expressed or implied. There are no negotiations or contingencies. The property is being sold with the owner having the right to refuse any bid. There is an 8% Buyer's Premium being added to the high bid to make up the total sale price for the Buyer. If the buyer uses an agent, the agent will share in the commission and receive 2.5% of the high bid amount. A \$ 5,000 Non-refundable deposit must be made auction day in cash or certified funds to insure settlement. The Buyer has 45 days to settle and is responsible for all settlement costs. Inspections are allowed at the Buyer's expense. The Buyer can put no contingencies on inspection outcome or financing outcome.

BROKER PARTICIPATION ALLOWABLE BUT NOT REQUIRED

BROKERS/REALTORS - YOU MUST COMPLETE BROKER PARTICIPATION PAGE OF THIS PACKAGE AND RETURN TO OUR OFFICE 24 HOURS PRIOR TO THE AUCTION.

## FOR MORE INFORMATION

RAWLINGS AUCTION, APPRAISAL & REALTY, LLC

WWW.RAWLINGSAUCTIONSERVICE.COM

RAWLINGSAUCTION@COMCAST.NET

Steve and Patti Rawlings - Principals

Licensed Auctioneers, Certified Appraisers, Licensed Real Estate Agents

Bus: 1(301)473-5796 or Cell: 1(301)418-1144

#### 1. Does the buyer need to have all cash on the day of the auction?

NO, the successful bidder typically pays 5-10% of the final accepted total contract price as a non-refundable deposit. **In this case the amount is \$5,000.00.** The balance is required in 45 days, depending on the individual auction terms (just like a normal real estate transaction). Unlike a foreclosure auction where all cash is required on the day of the auction, our auctions mimic the standard closing time frame (i.e. 45 days).

## 2. If the buyers require financing can an appraiser have access to the property after the auction during the escrow period?

YES, we can allow appraisers and other inspector's access throughout the escrow period. If the property requires termite work and the buyers want to have it done, the work can also be completed prior to closing.

#### 3. Is the seller obligated to do repairs or any termite work?

NO, the properties sold at our auctions are sold "as is" with no contingencies.

#### 4. Who pays the escrow and title costs?

The buyer bears the cost related to closing.

#### 5. Can any inspections be made to the property prior to the auction?

YES, unlike foreclosure and tax sale auctions we hold one - two previews prior to the auction and one immediately prior on auction day. We recommend all potential buyers thoroughly inspect the properties. The properties can also be scrutinized by a home inspection company if the potential buyer wants to pay for this service.

#### 6. Where does the auction usually take place?

Almost all of our auctions are held at each individual property. If the auction is not being held onsite then the location of the auction can be found by clicking on the specific auction link in the Current Auctions area of the website.

### HOW TO BID AT OUR REAL ESTATE AUCTIONS

1. Call Rawlings Auction, Appraisal & Realty, LLC @ (301) 473-5796 or attend an open house to obtain a bidder's package. **REALTORS ARE ENCOURAGED**. Call us if you have any questions ... we're there to assist you.

You will be guaranteed clear title if you are the successful bidder. A title insurance policy will be issued from a reputable Title Company at the close of escrow at buyer's expense.

2. Come to an open house to view the inside of the property. Feel free to bring a home inspector to check out anything you feel is necessary. The property will be sold in "AS IS" condition.

3. A specified amount (check the auction's terms for amount) is needed to participate as a bidder at the auction. Make sure to bring a cashier's check or certified check made out to **YOURSELVES** when you check in on the day of the auction. Allow plenty of time to get to your bank so you don't miss the auction. The auction will start promptly at the time advertised. If you are the successful bidder, your cash, cashier's check or other approved funds from the seller will be deposited into a secure trust account and escrow will be opened the next business day following the auction.

4. When you check in you'll be given a bidders card with a number on it. When you want to bid, just raise your card. The auctioneers are very friendly and will help you, so don't be intimidated by the process.

5. An 8% buyer's premium will be added to the final bid to determine the total purchase price. For example, if the final bid was \$250,000.00, \$ 20,000 (8 %) will be added to determine the price the successful bidder paid for the property. In this case \$270,000

(250,000 + 20,000).

6. You will have up to 45 days to close (check the auction's terms for closing period) with the balance of the amount needed. If you don't close in this time frame, the upfront deposit money could be non-refundable if the seller doesn't agree to an extension. It is advisable that if you need assistance from a lending institution to help fund the transaction, that they are efficient in providing the necessary money to close in the appropriate time frame.

It's that easy! Please ask as many questions as you need to, so you feel comfortable about the auction process. We are here to assist you and want to help make bidding at our real estate auctions an enjoyable experience. All the best.

## <u>TERMS AND CONDITIONS FOR THE REAL ESTATE AUCTION FOR</u> <u>THE PROPERTY LOCATED AT 5715 GOLDFINCH COURT, ELLICOTT CITY, MD 21043</u>

The highest bidder shall be the purchaser(s), with the seller(s) reserving the right to reject any and all bids; to adjourn the sale to a subsequent date, or sell the same privately.

- 1. The sum of \$5,000.00 NON-REFUNDABLE DOWN PAYMENT in cash, certified check, or approved funds when the property is struck down, and the balance without interest on or before **AUGUST 14TH, 2016**. All real estate taxes shall be pro-rated. Purchaser(s) to pay deed preparation, all transfers and closing costs.
- 2. If the purchaser(s) fails to comply with these terms of sale they shall forfeit as liquidated damages the hand money and the sale may be rescinded at the option of the seller(s) and in such case the property may be re-sold at any time without further notice.
- 3. The Auctioneer at his sole discretion shall determine the bidding increments and procedure.
- 4. Seller(s) warrant legal authorization to convey title of said property, and agrees to convey a good and marketable title to purchaser subject only to all recorded easements, conditions, restrictions and agreements as they may lawfully apply.
- 5. Rawlings Auction, Appraisal & Realty, LLC herein makes no representations or warranties as to the condition of the real estate, that the Purchaser(s) accepts the property "AS IS" and that the purchaser(s) waives any claims for any liability imposed through any environmental actions.
- 6. This agreement and the transfer of title to said real estate shall be under and subject to the jurisdiction of Howard County, MD. Purchaser(s) agrees and complies with these terms and conditions for the auction/sale.
- 7. An 8% Buyer's Premium will be added to the high bid amount and paid by the Buyer at settlement.

Seller(s)	Date	Seller(s)	Date
Buyer(s)	Date	Buyer(s)	Date
Buyer(s) Agent	Date	Buyer(s) Agent	Date

## **RAWLINGS AUCTION, APPRAISAL & REALTY, LLC**

#### **Participation Agreement for Cooperating Brokers**

1. In order to register your client, you will need to complete our registration form. This form <u>must be completed in full</u>, in a legible manner, and must be signed and dated by both prospective buyer and the broker/agent.

#### This form must be returned to our office 24 hours prior to the auction.

- 2. Rawlings Auction, Appraisal & Realty, LLC requires the broker/agent to personally accompany their client to the auction.
- 3. Rawlings Auction, Appraisal & Realty, LLC will write the purchase agreement on a Rawlings Auction, Appraisal & Realty, LLC sales contract, noting the broker/agent name.
- 4. Professionally assist your client by providing relevant advice and property information.
- 5. No commission will be paid to any broker acting as a principal in the purchase of the property, nor any of his/her agents, nor broker & *or* agent's spouse or immediate family members, as a principal. An affidavit affirming Broker's, & *or* Broker's Agents, or spouse of Broker/Agent have no direct or indirect property ownership interest is required.
- 6. The Rawlings Auction, Appraisal & Realty, LLC shall pay the broker 2.5% of the winning bid upon a successful settlement. Your client offers an opening bid of

	Broker/Agent (please pr
	Client(s) (please print)
Property Address	
Name of Buyer's Agent	
Brokerage Name	
Agent's Office Telephone	
Name of Client,	
Address of Client	
Client TeI.Number	

I am representing my client, the Buyer, and not the Seller. Further, I shall hold harmless and indemnify <u>Rawlings</u> <u>Auction, Appraisal & Realty, LLC and the Seller</u> from any and all claims, costs, or expenses, including reasonable attorney's fees, which may arise out of any actions or inaction's or representations made by me in connection with the sale of this property. <u>THERE WILL BE NO EXCEPTIONS TO THESE BROKER REQUIREMENTS</u>.

Buyer's Agent Signature	Date	
Bidder(s) Signature	Date	
Bidder(s) Signature	Date	

