Auction Terms & Conditions:

1. **Procedure:** Tracts will be offered in the following manner: **Tract(1)** shall be 31.1 acres located off CH&D Rd Ext. contained in Parcel # 010-001-462-00; **Tract(2)** shall be 0.383 acres located at corner of CH&D road and SR 233 contained in Parcel # 010-001-122-00 & 0.4 acres located off SR 233 contained in Parcel # 010-001-312-00; **Tract (3)** shall be 19.608 acres located off Pickens Rd. contained in Parcel # 010-001-056-01 & 010-001-206-04 & 2.541 acres located off Pickens Rd contained in Parcel # 010-001-193-01 ; **Tract (4)** shall be 8.686 acres located off Pickens Rd. and Gallia Rd. contained in Parcel # 010-001-206-05 & 010-001-056-02; **Tract (5**) shall be .832 acres located off SR 233 contained in Parcel # 010-001-124-01; **Tract (6**) shall be 22.505 acres located on Pickens Rd. contained in Parcel # 010-001-206-03 and any combinations of these tracts 1-6 , and the properties in their entirety. All individual tracts, any combinations of these tracts, and all tracts in their entirety will sell to **Subject to Gallia County Probate Court Approval** conducted through the multi-parcel method of real estate auctions. **Note All prior printed and web material advertising is null and void.**
2. **Bidding**: The successful bidder for each property shall execute an auction “Purchase & Sale Agreement” for each property immediately after being declared the successful bidder by Auctioneer. Copies of this agreement are available for review prior to the auction.
3. **Down Payment:** Successful bidders shall deliver on **day of sale** to Wiseman Real Estate & Josh Bodimer Auctioneering Co. **10% of the final contract sale price USD** non-refundable as an escrow deposit via cash, cashier’s check, or pre-approved personal check. Personal checks should be accompanied by a bank letter stating “ is a customer of this bank and we guarantee payment of checks written on account number up to \_(specify amount)\_ dollars for purchase at the auction being conducted by Wiseman Real Estate/ Josh Bodimer Auctioneering on \_(date)
4. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF PAYING CASH AT CLOSING by cashier check or wire transfer whichever is required by Ohio Good Funds Law. If a successful bidder fails to close within the specified time, Seller shall have the right to terminate the Purchaser Agreement and retain the down payment as liquated damages in addition to other legal remedies or at Seller’s option, extend the closing past the designated closing date, however, a charge of 1.5% of the contract price will be charged to the Buyer per month until closing.
5. **Buyer’s Premium:** An\_**8** % Buyer’s Premium will be based on final accepted bid. The Buyer’s Premium will be added to the “hammer price” to establish the final contract price and will be collected and disbursed in the following way at closing: Paid to Wiseman Real Estate.
6. **Possession:** Possession shall be immediately upon closing and verification of funds received by the seller except for Tract 3 occupant shall have up to 60 Days to vacate after closing.
7. **Condition:** The property and improvement are being sold “As Is” with no warranties guarantees, or provisions whatsoever to the condition of or fitness of said real estate and improvements.
8. **Closing:** Closing shall take place within \_\_30\_\_ days after the purchase contract has been signed by the executor of the estate, or as soon thereafter as Seller’s applicable closing documents are completed.
9. **Maps: ANY** maps that are provided, printed, or contained in publications or web material is provided “as is” and for reference only.
10. **Real Estate Taxes:** At closing, all real estate taxes shall be prorated as of the date of closing, and prorated on the most current data the Gallia County Treasurer has available at time of closing. Any delinquent taxes will be paid by the seller through the proceeds of the sale of the particular tract.
11. **Property Inspection:** Each potential bidder is responsible for conducting at their own risk, their own independent inspections, investigations, inquires, and due diligence concerning the property.
12. **Agency:** Wiseman Real Estate and Josh Bodimer Auctioneering Company and its representatives are Exclusive Agents of the Seller.
13. ***Disclaimer and Absence of Warranties:*** *All information contained in this brochure, publication, and/or web material and any related materials are subject to the Terms and Conditions outlines in the Agreement to Purchase.* ***ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE AUCTION PODIUM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.*** *The property is being sold on an “AS IS, WHERE IS” basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. Each potential bidder is responsible for conducting his or her own independent inspections,*

**Contact Josh Bodimer at Wiseman Real Estate at 740-446-3644 or via mobile 740-645-6665 or email: bodimer@wisemanrealestate.com also visit** [**www.auctionzip.com**](http://www.auctionzip.com)David Wiseman, Broker Wiseman Real Estate & Josh Bodimer, Auctioneer/Realtor. Prospects may call to set up an appointment to view the property or conduct their own tours seller, realtor, auctioneer, broker, or any agents of the seller are not responsible for accidents. **Seller: Ronald A. Miller Estate Gallia County Probate Case #201h136**