

# ABSENTEE BID - PURCHASE CONTRACT / MOBILE HOME

Item # \_\_\_\_\_

SANGAMON County, as Trustee hereinafter referred to as "SELLER"

**SUBJECT MOBILE HOME:**  
Present Tax ID# \_\_\_\_\_ Vin #: \_\_\_\_\_

**Date of Bid:** \_\_\_\_\_  
**Bid:** \$ \_\_\_\_\_  
**BID MUST EQUAL OR EXCEED MINIMUM BID AS STATED IN CATALOG**  
Please enclose payment for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be mailed to you with a statement for the Auctioneer's & Sec. of State's fees and an "Application for Vehicle Registration" for your completion, signature and return. Any failure to remit the required fees or to return the completed and signed application may be treated as a failure to complete this transaction!

The information below will appear upon the deed and future tax bills.  
**PURCHASER(S):** \_\_\_\_\_ (Please Print)  
Hereinafter referred to as "PURCHASER"  
**MAILING ADDRESS:** \_\_\_\_\_  
**PHONE NUMBER:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT MOBILE HOME", being a Mobile Home described as above stated upon the terms and conditions herein. **NO REAL ESTATE IS SOLD TO PURCHASER HEREUNDER!**

**Method of Payment.** All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

**Condition of Title.** PURCHASER understands that SELLER is not presently the owner of the subject mobile home, and that pursuant to this agreement PURCHASER will acquire SELLER'S right to obtain a Tax Certificate of Title to the subject mobile home under a court order previously entered in the Circuit Court of this County. SELLER MAKES NO GUARANTEE AS TO TITLE, but should the PURCHASER'S investigation reveal any defect rendering SELLER'S right to obtain a Tax Certificate of Title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of this agreement, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER hereunder without interest thereon. All claimed defects which are not presented in writing and received by SELLER, along with written evidence substantiating the same, within 30 days from the date of this agreement shall be deemed waived. SELLER will not in any case be required to reimburse PURCHASER for expenses incurred for investigation or inspection of the subject mobile home or SELLER'S right to obtain a Tax Certificate of Title thereto, or in curing any defects in the condition thereof, or for any other expense.

**Property Condition.** PURCHASER hereby accepts the subject mobile home in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record, actual physical condition, and verification of VIN# of the subject mobile home. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject mobile home, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), or any other aspect thereof now or hereafter. SELLER does not warrant or represent that the subject mobile home complies with building, housing, zoning, environmental or any other applicable ordinances, statutes or laws.

**Possession.** PURCHASER shall not enter into physical possession of the subject mobile home, or cause any detrimental alteration thereto, at any time prior to the issuance of a Tax Certificate of Title to PURCHASER. Nevertheless, PURCHASER shall, at PURCHASER'S expense and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, immediately secure the subject mobile home and shall maintain the same in safe condition from and after the date hereof. No refunds will be made based upon damage to, or the condition of, the subject mobile home at any time.

**Transfer of Title / Registration.** SELLER will assign its right to obtain a Tax Certificate of Title to the subject mobile home, as directed herein, and will apply to the circuit court for a final order directing the issuance of the Tax Certificate of Title to PURCHASER, approximately 90 days after receipt of full payment. In the event PURCHASER herein consists of two or more persons, SELLER will assign to them as joint tenants with the right of survivorship unless, prior to assignment preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S duly issued Tax Certificate of Title to the subject mobile home directly from the Office of the Illinois Secretary of State. PURCHASER agrees to register the subject mobile home with the appropriate assessment official within 30 days after habitation thereof in compliance with the requirements of 35 ILCS 515/4.

**Relocation.** PURCHASER acknowledges that ownership of the land upon which the subject mobile home is situated will not pass to PURCHASER under the provisions hereof, and that if the subject mobile home is located within a manufactured home community, the provisions of 35 ILCS 516/402 require the PURCHASER to qualify for tenancy within the community, or to remove the subject mobile home from the community, within 30 days after the entry of the final order directing the issuance of the PURCHASER'S Tax Certificate of Title. PURCHASER expressly agrees to pay and satisfy all costs of any required tenancy qualification and/or relocation of the subject mobile home, and to save harmless and indemnify SELLER with respect thereto.

**Future Taxes.** PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject mobile home for the period beginning January 1 of the year 2011.

**Indemnity.** PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject mobile home and any required relocation thereof, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to this agreement and the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

**Failure to Complete Purchase.** IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

**Right of Rescission.** UNTIL THE ISSUANCE OF A TAX CERTIFICATE OF TITLE TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

Date of SELLER'S Acceptance / Contract Date: \_\_\_\_\_

SELLER: \_\_\_\_\_

By Its Authorized Agent  
County Tax Agent - Telephone 618-656-5744  
Post Office Box 96, Edwardsville, Illinois 62025-0096  
[www.iltaxsale.com](http://www.iltaxsale.com)

Purchaser Signature(s)  
X \_\_\_\_\_  
X \_\_\_\_\_