

# ABSENTEE BID - PURCHASE CONTRACT/REAL ESTATE

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

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

**SUBJECT PROPERTY:**  
(Identified by Tract or Permanent Parcel ID#)

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 returned to you.  
A STATEMENT FOR THE AUCTIONEER'S FEE AND RECORDER'S FEES OWED WILL BE MAILED AT A LATER DATE, AND ANY FAILURE TO PAY THESE FEES 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 PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY 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.

**Title/Survey.** SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 60 days from date of the Purchase Offer, 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 under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

**Possession.** PURCHASER shall not enter into physical possession of the subject property, or cause any detrimental alteration thereto, at any time prior to the date of conveyance. PURCHASER shall, at PURCHASER'S expense secure the subject property 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 property or any structure thereon at any time.

**Transfer of Title.** SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

**Future Taxes.** PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property 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 property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to 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 RECORDING OF THE DEED 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: \_\_\_\_\_

rev 4/09

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 \_\_\_\_\_