

## TERMS AND CONDITIONS OF SALE / REAL ESTATE

1. **Contract & Payment.** The PURCHASER will be required to sign SELLER'S customary Purchase Contract and to pay 20% of the final sale price (or \$600.00, whichever is greater) plus auctioneer's fees and recording fees at the time and place of sale. The balance is payable in 60 days. Personal checks will be accepted subject to proper identification unless otherwise noted. Checks are to be made payable to COUNTY TRUSTEE, C/O COUNTY TAX AGENT. The mailing address is P.O. Box 96, Edwardsville, Illinois 62025.
2. **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 Contract, 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 Contract 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.
3. **Property Condition.** PURCHASER shall accept the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, 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), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS SHALL BE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES WITH RESPECT THERETO.
4. **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 and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, immediately secure the subject property and shall maintain the same in safe condition from and after the date of the sale. No refunds will be made based upon damage to, or the condition of, the subject property or any improvement thereon at any time.
5. **Transfer of Title.** SELLER will quitclaim its interest in the subject property, as directed within the Purchase Contract, 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.
6. **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.
7. **Indemnity.** PURCHASER will hold harmless and indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and will assume 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 the sale.
8. **Failure to Complete Purchase.** IN THE EVENT PURCHASER FAILS TO COMPLETE THE 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 WHATEVER.
9. **Right of Rescission.** THE SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WITHDRAW ANY PARCEL FROM THE SALE. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL AND RESCIND THE SALE FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER SHALL BE REFUNDED WITHOUT INTEREST THEREON.