

## TERMS AND CONDITIONS OF SALE / MOBILE HOMES

1. **Contract & Payment.** The PURCHASER is required to sign SELLER'S customary Purchase Contract and to pay \$600.00 or 20% of any sale price (whichever is greater), plus auctioneer's fees and titling fees, at the time and place of sale. All amounts which are paid at the time of sale, up to \$1,000.00, shall be paid in cash or in certified funds. Any remaining balance of the sale price is due and payable within 30 days after the date of the sale. All payments shall be drawn to the order of "COUNTY TRUSTEE, C/O COUNTY TAX AGENT". The mailing address is P.O. Box 96, Edwardsville, Illinois 62025.
2. **Method of Payment.** PURCHASER is to complete payment in full within 30 days of this contract and TIME IS OF THE ESSENCE. All payments are to be made payable to COUNTY TRUSTEE, C/O COUNTY DELINQUENT TAX AGENT, P.O. Box 96, Edwardsville, Illinois 62025. SELLER is not required to extend the final payment date. If PURCHASER requests an extension, and if SELLER agrees to grant such extension, a monthly extension charge shall apply.
3. **Condition of Title.** PURCHASER will purchase the interest of SELLER in the subject mobile home. **NO REAL ESTATE WILL BE SOLD TO PURCHASER.** SELLER is not presently the record owner of the subject mobile home, and the 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 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 the sale 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.
4. **Property Condition.** PURCHASER shall accept the subject mobile home in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and 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.
5. **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.
6. **Transfer of Title / Registration.** SELLER will assign its right to obtain a Tax Certificate of Title to the subject mobile home, as directed within the Purchase Contract, 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.
7. **Relocation.** Ownership of the land upon which the subject mobile home is situated will not pass to PURCHASER under the Purchase Contract, 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 shall pay and satisfy all costs of any required tenancy qualification and/or relocation of the subject mobile home, and shall save harmless and indemnify SELLER with respect thereto.
8. **Future Taxes.** PURCHASER shall pay all taxes accruing upon the subject mobile home for the period beginning January 1 of the year 2011.
9. **Indemnity.** PURCHASER shall release and hold harmless and indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and shall assume 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 the purchase and the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of the sale.
10. **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.
11. **Right of Rescission.** UNTIL THE ISSUANCE OF A TAX CERTIFICATE OF TITLE 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.