

BIDDER # _____
AGREEMENT TO BID

AUCTION SALE REAL ESTATE, 6601 Cotter Ave., Sterling Heights, MI.

There will be no minimum starting bid on the property that is part of this sale. Bidding is open to the public without regard to race, color, sex, or national origin.

AGENCY DISCLOSURE: AUCTIONEERS, CHUCK CRYDERMAN & ASSOCIATES, ACT AS EXCLUSIVE AGENTS FOR THE SELLERS. The duties that a Seller's Agent owes to the Seller include; promoting the best interests of the Seller; fully disclosing to the Seller all facts that might affect or influence the Seller's decision to accept an offer to purchase; keeping confidential the Seller's motivations for selling; presenting all offers to the Seller; disclosing the identities of all Buyers and all information about the willingness of those Buyers to complete the sale or to offer a higher price.

Any announcements made by the Auctioneers will take precedence over prior printed and oral statements and other printed materials. **The property is being sold "AS IS/WHERE IS" with no warranties express or implied as to the condition of the buildings or land, including any environmental concerns and lead-based paint concerns, which Purchaser agrees to waive any and all inspections. The Auctioneers, Realtors and Sellers will assume that the Buyer is relying on his or her own judgment and information regarding any of these properties.** At the conclusion of bidding, the successful Bidder must sign a Purchase Agreement, stating the bid price and terms of the sale. Taxes, as applicable, will be prorated to the day of closing, as if paid in advance.

The successful Bidder must deposit with the Auctioneers 10% of their Contract Price in the form of personal check, cashiers check or cash on the day of the sale. This is a NON-REFUNDABLE deposit and will be forfeited by the Purchaser should the Purchaser choose not to proceed with the closing after acceptance by the Seller of the bid price and terms. The deposit will be applied to the purchase price at the time of closing. All bids are subject to the approval of the Sellers within forty-eight (48) hours.

The Sellers will supply an Owner's Policy of Title Insurance with standard exceptions, to the successful Purchaser, Warranty Deed will be provided. The closing will take place within thirty (30) days of the Auction Date or as soon as possible with the understanding that "Time is of the Essence." Closing packages should be available approximately two (2) days prior to closing for review by the Purchaser and/or their Attorney. Closings will take place at the offices of Chuck Cryderman & Associates, L.L.C. or another designated location. Closings held for Purchasers at Title Company office are at the expense of the Purchaser. Immediate Possession will be available after the Closing.

The Sellers reserve the right to review any and all bids, to compare offers submitted with appraisals and/or market evaluations, waive irregularities and/or informalities and accept, reject or counter any or all bids as deemed in the best interest of the Sellers at their sole discretion.

NOTICE: THERE IS A 5% BUYER'S FEE TO BE ADDED TO THE BID PRICE FOR THIS PROPERTY. IMPORTANT NOTICE: THIS SALE IS NOT SUBJECT TO THE PURCHASER OBTAINING A MORTGAGE. ALL FINANCES MUST BE IN ORDER AND PURCHASER PREPARED TO CLOSE THIRTY (30) DAYS FOLLOWING THE DATE OF THE AUCTION. AUCTIONEERS AND REALTORS ACT AS EXCLUSIVE AGENTS FOR THE SELLERS.

Dated: _____

Bidder: _____ Address: _____

Phone Number: _____ Driver License No.: _____

PURCHASE AGREEMENT

1. AGREEMENT TO SELL: The undersigned Purchaser hereby agrees to purchase and the Seller agrees to sell the following land situated in the City of Sterling Heights, Macomb County, Michigan, described as follows: M83B1 SUPERVISOR'S PLAT OF EYSTER'S MOUND ROAD FARMS, The West 80.0 feet of the East 200.90 feet of Lot 83, commonly known as 6601 Cotter Ave, Parcel I.D. #10-10-04-326-019, together with all improvements and appurtenances, if any, now on the premises, and to pay therefore the sum of -

(\$ _____)----DOLLARS, subject to existing building and use restrictions, easements, and zoning ordinances upon the following conditions:

- a) **CASH SALE.** Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
 - b) **EARNEST MONEY DEPOSIT** _____
--(\$ _____)---dollars, which shall be held by Chuck Cryderman and Associates, L.L.C., or it's designated agent (including, if applicable the title company) and held under P.A. 299 of 1980, as amended, and applied to the Purchase Price when the sale is consummated.
 - c) The total Contract Purchase Price set forth above is, by agreement and as disclosed prior to commencement of the Auction five per cent (5%) higher than the amount Bid by the Purchaser to reflect a "Buyer's Premium" for the property. Purchaser acknowledges that the payment of the "Buyer's Premium" does not constitute Chuck Cryderman & Associates, L.L.C., or any other affiliates as agent for the Purchaser.
 - d) Purchaser and Seller acknowledge and agree that this Agreement is **NOT CONTINGENT** upon Purchaser's ability to obtain financing and is **NOT CONTINGENT** on post-auction inspections.
2. **CONDITION OF PROPERTY:** Purchaser acknowledges that he is purchasing this property in an AS-IS condition. Purchaser acknowledges he has had the opportunity to inspect the property; had the opportunity to have additional inspections of the property; that neither Seller, Chuck Cryderman & Associates, L.L.C., or any other affiliates nor their salespeople have made any representations or warranties of any kind concerning the Property, upon which the Purchaser has relied, except as set forth in this Agreement. Purchaser acknowledges that the information or descriptions contained in any advertising medium is not warranted or guaranteed and that Purchaser has not relied on any of this information or description in making this agreement.
 3. **SELLER'S DISCLOSURES:** Purchaser acknowledges that he received from Seller a "Seller's Disclosure Statement". Purchaser acknowledges that the information provided in any disclosure is based upon Seller's knowledge and not a warranty of any kind by the Seller, Chuck Cryderman & Associates, L.L.C., or any affiliate, selling Broker or their salespeople, is a disclosure only.

4. POSSESSION: The Seller shall deliver and the Purchaser shall accept possession of said property thirty (30) days from the date of closing.
5. TITLE INSURANCE/DEFAULT: As evidence of title, Seller agrees to furnish Purchaser as soon as possible a commitment for Title Insurance in an amount not less than the purchase price and guaranteeing the title in the condition required for performance of this order. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages. If this offer is accepted by Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale on/or before the date agreed. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund deposit in full termination of this agreement if unable to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within the period as agreed. If the Seller is unable to remedy the title or obtain title insurance within the time specified the deposit shall be refunded forthwith in full termination of this agreement.
6. TAXES/ASSESSMENTS; WATER/SEWAGE CHARGES: All taxes and assessments which have become a lien upon the land and are due and payable whether recorded or not recorded, at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with DUE DATE basis of the municipality or taxing unit in which the property is located. For purposes of the agreement all real property taxes are to be considered paid in advance. The final water and sewage charges shall be prorated and adjusted between Seller and Purchaser, as applicable, as of the date Seller vacates the property and surrenders keys to the Purchaser. The closing agent shall retain and hold in escrow a minimum of Two Hundred and 00/100---(\$200.00)---dollars from the amount due Seller for these charges. The closing agent shall remit the amount allocated to Seller and return the balance, if any, to Seller after receipt of the final bill or meter reading.
7. AGENCY: It is understood by the parties to this agreement that Chuck Cryderman & Associates, L.L.C., and any affiliates are acting as Seller's Agent in accordance with the licensing laws of the State of Michigan.
8. CLOSING: The closing of this sale shall take place at the offices of Chuck Cryderman and Associates, L.L.C., title agency or at a place designated by Chuck Cryderman and Associates, L.L.C. The closing shall take place on/or before April 30, 2019.
9. PROPERTY MAINTENANCE: Until keys are surrendered, Seller shall continue the operation of all electric, gas, water and other utility services, if applicable,

maintain any and all buildings, land and other property in the same condition as of the date on which Seller accepts this agreement.

10. GENERAL PROVISIONS:

- a) It is understood that no promises have been made other than those that are in writing and signed by all parties involved (no verbal agreements will be binding.) The covenants and conditions herein shall bind and inure to the benefits of the executors, administrators, successors and assigns of the respective parties. If the parties herein be more than one or if they be of the feminine sex, or a corporation or other business entity, such words and pronouns and other relative words shall be read as if written in the plural, feminine, and neuter, respectively.
- b) Seller and Purchaser acknowledge they have been advised to retain an attorney to pass upon the marketability of the title to the property and to ascertain whether or not the provisions of this agreement have been strictly adhered to.
- c) Purchaser and Seller acknowledge that Chuck Cryderman & Associates, L.L.C., any affiliate and Selling Broker may accept a fee other consideration for the placement of title insurance, mortgage, hazard or other casualty insurance and/or home warranty arising from this transaction and expressly consent thereto as such fees are allowed by law.
- d) The parties acknowledge and agree that facsimile signatures are legally enforceable and binding.
- e) The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

11. We hereby acknowledge that this offer constitutes the entire agreement between the parties.

Dated: March 30, 2019

PURCHASER:

BROKER'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above named Purchaser the deposit money as mentioned above to be applied as mentioned above.

CHUCK CRYDERMAN AND ASSOCIATES, L.L.C., BROKER

by: _____

The foregoing offer is accepted by Seller in accordance with the terms as stated above and by execution of this agreement Seller acknowledges receipt of a copy of this agreement.

Dated: _____, 2019

SELLER:

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Agreement to Purchase.

Dated: _____, 2019

PURCHASER:
