

***PROPERTY  
INFORMATION  
PACKET***

**34664 ESPER DR.  
STERLING HEIGHTS, MI. 48312-5027**

**OFFERED BY:**

**CHUCK CRYDERMAN & ASSOCIATES, L.L.C.  
73600 CHURCH ST.  
ARMADA, MI. 48005**

**586 – 784-8890      FAX: 586 – 784-8894**

**[crydermanauctions.com](http://crydermanauctions.com)**

Chuck Cryderman & Associates, L.L.C.  
Gary M. Berry Auctioneer  
73600 Church St.  
Armada, MI. 48005

586 – 784-8890 FAX: 586 – 784-8894  
248 – 299-5959

## ***AUCTIONEER'S DISCLAIMER***

The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property Information Packet was derived from reliable sources and is believed to be correct, but is not guaranteed. Buyers shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.

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## ***TERMS and CONDITIONS***

ONLINE AUCTION OF: 34664 ESPER DR., STERLING HTS., MI. 48312

THIS IS AN ONLINE ONLY AUCTION OF THIS VERY NICE 3 BEDROOM BRICK RANCH ON A 60 x 120 FOOT LOT. THIS HOME OFFERS 1 1/2 BATHS, SUNKEN FAMILY ROOM OFF THE VERY NICE KITCHEN WITH A SNACK BAR AND PATIO DOORS OPENING ONTO A COVERED PATIO, FORMAL LIVING ROOM, A VERY NICE FINISHED BASEMENT THAT OFFERS A BAR AREA, DINING SPACE, RECREATIONAL ROOM, OFFICE/HOBBY ROOM, LAUNDRY/UTILITY ROOM. NEWER N. GAS FORCED AIR FURNACE WITH AC, NEWER NAT GAS HOT WATER HEATER. THERE IS AN ATTACHED TWO CAR GARAGE, 1,529 SQ. FT. (NOT COUNTING THE BASEMENT). LOTS OF STORAGE. A NICE PROPERTY IN A GOOD AREA....

**Pre-Bidding will begin on Friday, August 5, 2022 @ 8 A.M.  
A soft close will start at 4 pm on Saturday, August 13, 2022**

**This is an ONLINE only Auction Sale**

[www.crydermanauctions.com](http://www.crydermanauctions.com)

CLICK ON ONLINE AUCTIONS.

OPEN HOUSE ON SUNDAY, AUGUST 7, 2022 FROM 2 PM – 4 PM

WEDNESDAY, AUGUST 10, 2022 FROM 4 PM – 7 PM

BY APPOINTMENT, CALL 586-784-8890

### **SUMMARY OF THE TERMS OF SALE:**

PROPERTY IS SOLD "AS IS – WHERE IS" WITH NO WARRANTIES OR GUARANTEES. THERE CAN BE NO CONTINGENCIES OF SALE. PURCHASER MUST BE PREPARED TO CLOSE THIRTY (30) DAYS FOLLOWING THE SALE. PLEASE REFER TO THE AGREEMENT TO BID FOR MORE DETAILED INFORMATION.....

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***BUYER'S PREMIUM EXPLANATION***

There will be a Buyer's Premium of 6% added to the high bid. The total of the high bid plus the 6% Buyer's Premium shall constitute the Contract Sales Price.

*EXAMPLE:*

Bid Price:	\$ 100,000.00
Add 6% Buyer's Premium:	\$ 6,000.00
	<hr/>
Contract Sales Price:	\$ 106,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the PURCHASE AGREEMENT.



# AGREEMENT TO BID

AUCTION SALE REAL ESTATE; 34664 ESPER DR., STERLING HEIGHTS, MI. 48312

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 this property. 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, cashier's 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, a 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 6% 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.**

**REGISTERING TO BID FOR THIS ONLINE AUCTION INDICATES BIDDER / PURCHASER'S AGREEMENT WITH THESE TERMS AND CONDITIONS...**

# 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: Lot 571, "SEVILLE GARDENS SUBDIVISION" according to the plat as recorded in Macomb County Records. Parcel I.D. #10-10-34-231-018, commonly known as 34664 Esper Dr., Sterling Heights, MI. 48312-5027, 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 a 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 six per cent (6%) 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 (FHA, VA, Inspection Service, or municipal inspections); 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" and, if the Property is residential housing built before 1978, a "Lead-Based Paint Disclosure" prior to signing this agreement. 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 on 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 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 Three Hundred and 00/100---(\$300.00)---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 September 15, 2022.
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.

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.

- c) The parties acknowledge and agree that facsimile signatures are legally enforceable and binding.

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

Dated: August \_\_\_\_, 2022

PURCHASER:

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***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: August \_\_\_\_, 2022

SELLER:

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

Dated: August \_\_\_\_, 2022

PURCHASER:

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34664 Esper Dr, Sterling Heights, MI 48312-5027, Macomb County

APN: 10-10-34-231-018 CLIP: 8658465065

	Beds	Full Baths	Half Baths	Sale Price	Sale Date
	N/A	N/A	N/A	N/A	N/A
	Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
	1,529	7,405	1968	SFR	

**OWNER INFORMATION**

Owner Name	Frankel Stephanie	Taxpayer Zip	48312
Owner Name 2	Foley Patrick (Te) & Barbara (	Taxpayer Address ZIP + 4 Code	5027
Tax Billing Address	34664 Esper Dr	Owner Occupied	Yes
Taxpayer Address City & State	Sterling Heights, MI		

**LOCATION INFORMATION**

School District	Warren Consolidated	Property Carrier Route	0025
Subdivision	Seville Gardens	City/Village/Township	Sterling Heights
Census Tract	2322.00	Lot	571
Census Block Group	1	Flood Zone Code	X500
Property Zip Code	48312	Flood Zone Panel	26098C0317G
Zip + 4	5027	Flood Zone Date	08/29/2006

**TAX INFORMATION**

Property ID	10-10-34-231-018	Winter Tax Year	2021
Parcel ID	1034231018	Winter Tax	\$99
Assessment Year	2021	Prior Summer Tax Year	2020
State Equalized Value (SEV)	\$97,400	Prior Year Summer Tax	\$2,745
Tax Year	2021	Prior Winter Tax Year	2020
Annual Tax	\$2,887	Prior Year Winter Tax	\$105
Summer Tax Year	2021	Prior Year Tax Amount	\$2,850
Summer Tax	\$2,788	Exemption(s)	Homestead
Legal Description	"SEVILLE GARDENS SUB" LOT 57 1		
Homestead Percent	100%		

**ASSESSMENT & TAX**

Assessment Year	2021	2020	2019
Assessed Value - Total	\$97,400	\$93,800	\$88,800
YOY Assessed Change (\$)	\$3,600	\$5,000	
YOY Assessed Change (%)	3.84%	5.63%	
State Equalized Value (SEV)	\$97,400		
Capped Value	\$64,192		

Tax Year	Total Tax
2019	\$2,706
2020	\$2,850
2021	\$2,887

Period	Tax Year	Tax Amount	Change (\$)	Change (%)	Administrative Fee
Winter	2020	\$105			
Summer	2020	\$2,745			
TOTAL	2020	\$2,850			
Winter	2021	\$99	-\$6	-5.6%	\$1
Summer	2021	\$2,788	\$43	1.57%	\$28
TOTAL	2021	\$2,887	\$37	1.31%	

Period	Ad Valorem Tax
Winter	
Summer	
TOTAL	
Winter	\$98
Summer	\$2,760

TOTAL

CHARACTERISTICS

# of Buildings	1	Above Grade Sq Ft	1,529
Acres	0.17	Year Built	1968
Lot Area	7,405	Land Use - CoreLogic	SFR
Finished Living Sq Ft	1,529	Property Category	Rs

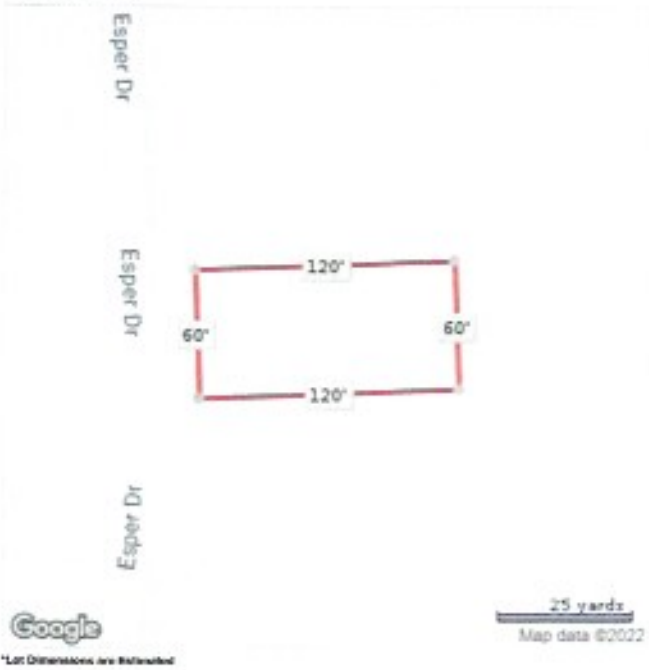
SELL SCORE

Rating	Moderate	Value As Of	2022-07-17 04:45:02
Sell Score	534		

LAST MARKET SALE & SALES HISTORY

Owner Name	Frankel Stephanie	Owner Name 2	Foley Patrick (Te) & Barbara (
Recording Date	11/16/2005	Recording Date	10/31/2005
Sale/Settlement Date	11/10/2005	Sale/Settlement Date	08/25/2005
Nominal	Y	Nominal	Y
Grantee	Foley Patrick W & B M K Trust	Grantee	Frankel Stephanie
Seller Name	Frankel Stephanie	Seller Name	Frankel Mieczyslaw
Document Number	17341-160	Document Number	17294-253
Deed Type	Quit Claim Deed	Deed Type	Quit Claim Deed

PROPERTY MAP



\*Lot Dimensions are Estimated





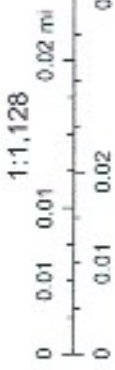


# ArcGIS Web Map



7/23/2022, 4:28:21 PM

- Platted Area Boundaries
- Property Area Boundaries
- Property Lines - Retired
- Property Lines - Drafting Detail
- 300 - TickMark
- 301 - MiscOrUnknown
- 303 - TextOvals
- 304 - LanchHooks
- 306 - TraverseLines
- 307 - LeaderLines
- 308 - ExtentTickMark
- 314 - PrivateClaim
- Property Lines - Core
- 100 - Parcel







Imagery ©2022 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 100 ft



## 34664 Esper Dr

Building



Directions



Save



Nearby



Send to  
phone



Share



34664 Esper Dr, Sterling Heights, MI 48312

Photos