

Kim Adams, Realtor

Phone: 727-300-6560
KimAdams.agent@gmail.com
License# SL3338567

RE/MAX

~ Your Exclusive Sales Team ~

Re/Max Elite Realty

34210 US Highway 19 N
Palm Harbor FL 34684-2147
Phone: 727-771-1072

Auction Property Information Package (PIP)

Online-Only REAL ESTATE AUCTION

1813 S. Betty Ln, Clearwater FL 33756

Clearwater/Largo Florida; Online Real Estate Auction – By Order of Estate Executor!

ONLINE AUCTION: Ready to Move-In or Upgrade!

NOW SELLS with a high bid of \$150,000+*

(Compare Area Homes Sold @ \$200k-\$275k)

Name your price; High Bidder Wins!

Open House Previews

Sunday, Oct 18 2020, 2pm-4pm

Sunday, Oct 25 2020, 2pm-4pm

7-Day Online Auction Bidding

Starts: Tuesday, Oct 20 2020, 1:00pm

Ends: Tuesday, Oct 27 2020, 1:00pm

All Bidding Online Only at:

www.gryphonusa.bidwrangler.com

Property Location:

1813 S. Betty Ln,
Clearwater FL 33756



READY TO MOVE-IN or UPGRADE – SINGLE FAMILY 2BR/2BTH - ONLINE AUCTION - NAME YOUR PRICE!

SELLER SAYS SELL TO HIGHEST BIDDER AT JUST \$150,000+: That's no typo; you can buy this Ready-to-Move-In or Renovate/Redecorate Single Family home in the desirable Clearwater/Largo area for as little as \$165,000 (*including 10% Buyer's Premium). This is a Single Family home with 1144sf+/- on 0.21ac+/- (9452sf per tax record): with large Living Room, Eat-In-Kitchen, 2 Bedrooms, 2 Baths, with Finished 11.5x17 Family Room/Den, Rear Covered Deck, 2-Car Garage, Fenced Yard with Fruit Trees and more, with homes in the area typically selling in the \$200k - \$275k range. Move-In or bring your dreams and designs, and remodel/upgrade to suit your budget and taste....

BE TOP BIDDER & WIN!

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General Property & Auction Overview

Online-Only REAL ESTATE AUCTION

1813 S. Betty Ln, Clearwater FL 33756

NOW SELLING AT AUCTION, WITH JUST A WINNING BID of \$150,000+* By order of Estate Executor, this property is being auctioned to the highest bidder. A highly desirable & convenient home located in Clearwater / Largo area of Pinellas County Florida, with most homes selling in a much higher range (**compare area sales at \$200k-\$275k**). Move-In or bring your dreams and designs, and remodel this property to suit your taste; a great property for a home owner, family, or for an insightful investor/developer. Any and all questions regarding this property or the auction process should be directed to: **Kim Adams, Re/Max Elite Realty, 727-300-6560**.

Property Features Include:

Single Family Home, with 2 Bedrooms, 2 Baths, 1144sf+/-, 0.21ac+/- (per tax record)

Large Living Room, Eat-In-Kitchen, 11.5x17 Enclosed Family Room/Den

Covered Rear Deck, 2-Car Garage, Fenced Yard with Fruit Trees

Move-In or Renovate/Remodel to your taste & budget

Legal: 1813 S. Betty Ln, Tax ID#: 27/29/15/77040/002/0050, Subdivision: ROSERY GROVE VILLA BLK 2, LOT 5, Clearwater FL 33756.

Area Amenities Include Proximity to: Eagle Lake Park, Largo Sports & Highland Recreation Complexes, Belleair & Indian Rocks Beaches, Sand Key Club & Park, Shipwatch Yacht Club, Florida Botanical Gardens, Clearwater Beaches & Marine Aquarium, Caledesi Island State Park, Tampa Bay & Gulf Waters, Tampa & St Pete Clearwater International Airports, Largo Medical Center, and much more!

Auction Dates/Times:

OPEN HOUSE PREVIEW #1: Sunday – 10/18/20 – 2pm to 4pm

OPEN HOUSE PREVIEW #2: Sunday – 10/25/20 – 2pm to 4pm

7-DAY ONLINE AUCTION BIDDING STARTS: Tuesday – 10/20/20 – 1:00pm EST (**Bidding Starts at just \$150k**)

7-DAY ONLINE AUCTION **BIDDING ENDS**: Tuesday – 10/27/20 - Beginning 1:01pm (ALL BIDDING ONLINE ONLY)

Auction Summary:

SELLS AT OR ABOVE \$165,000 PURCHASE CONTRACT* (Well below \$200k-\$275k Area Comps)

BROKER CO-OP: 2% Broker Co-op (See Broker Participation Form or call 727-300-6560)

DEPOSIT: **10% Cash Deposit** (cash or wire transfer) due 24 hours after bidding ends

TITLE: Marketable/Insurable Title; All Taxes Current; Special Warranty Deed

CLOSING: All cash closing in 45 days following auction

*Winning Bid + 10% Buyer's Premium = Purchase Contract Price

BIDDER REGISTRATION: Online at www.gryphonusa.bidwrangler.com

BROKER PARTICIPATION: Co-Op Form is found on Pg-12

***Purchase Contract & Real Estate Closing subject to Covid-19 County Court recording restrictions, and Bidder/Buyer and Seller agree to allow reasonable time for such approval to take place, including any contingencies being satisfied and judicial approval obtained.**

Notice: All Prospective Bidders/Purchasers

Information: All information contained in this and other announcements, notices and advertisements was obtained from sources believed to be accurate. However, no warranty or guarantee, expressed or implied, is intended or made. Neither the Agents/Brokers, Auctioneer, Auction Company, Staff/Employees, Marketing Agents, Affiliates nor Sellers make or has made any representation or warranty with respect to the accuracy, correctness, completeness, content nor meaning of the information contained herein, nor shall they be liable for any errors or the correctness of information. All information, announcements, notices, terms and conditions are subject to change at any time, before & during the auction and will take precedence over any previous property information or printed terms of sale. Items may be added or deleted.

Property: The property and improvements are being sold "as-is, where-is, with all faults, known and unknown", without representation or warranty of any kind, including any representations regarding environmental conditions affecting the

property. The property shall be sold free and clear of liens, but subject to conditions, restrictions, easements, rights-of-way and reservations, if any, of record; and subject to the rights, if any, of tenants-in-possession, under law. All potential Bidders/Purchasers understand and agree that any inspection, investigation or examination of the property remains in control of the Seller or other parties in possession and their agents until closing. The property is offered for sale to qualified Bidders/Purchasers without regard to race, color, religion, sex, marital status or national origin.

Responsibility: All prospective Bidders/Purchasers are responsible for their own due diligence and should independently investigate and verify all information, including any assumptions on which any bid is based prior to bidding. Any decision to bid/purchase or not to bid/purchase is the sole and independent business decision of the potential Bidder/Purchaser. By participation, any Bidder/Purchaser agrees that no recourse or cause of action shall be brought against the Auctioneer, Auction Company, Staff/Employees, Agents/Brokers, Affiliates nor Sellers should Bidder/Purchaser become dissatisfied with its decision, whatever it may be, now or at any future time/date.

For more information, see:

Terms & Conditions of Auction Sale

Real Estate Contract of Purchase

Property Photographs

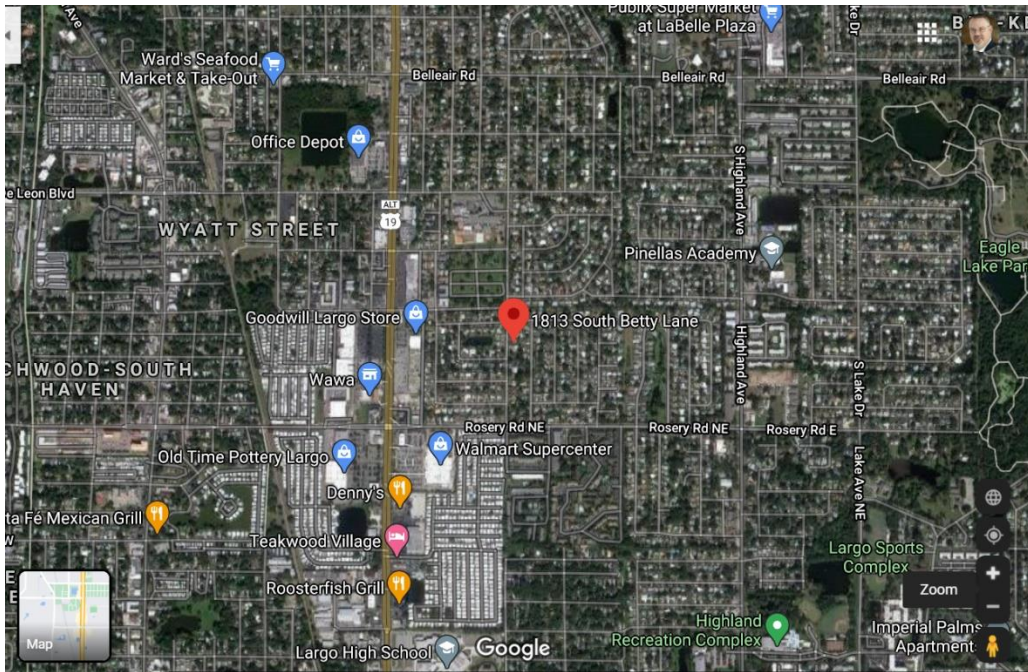
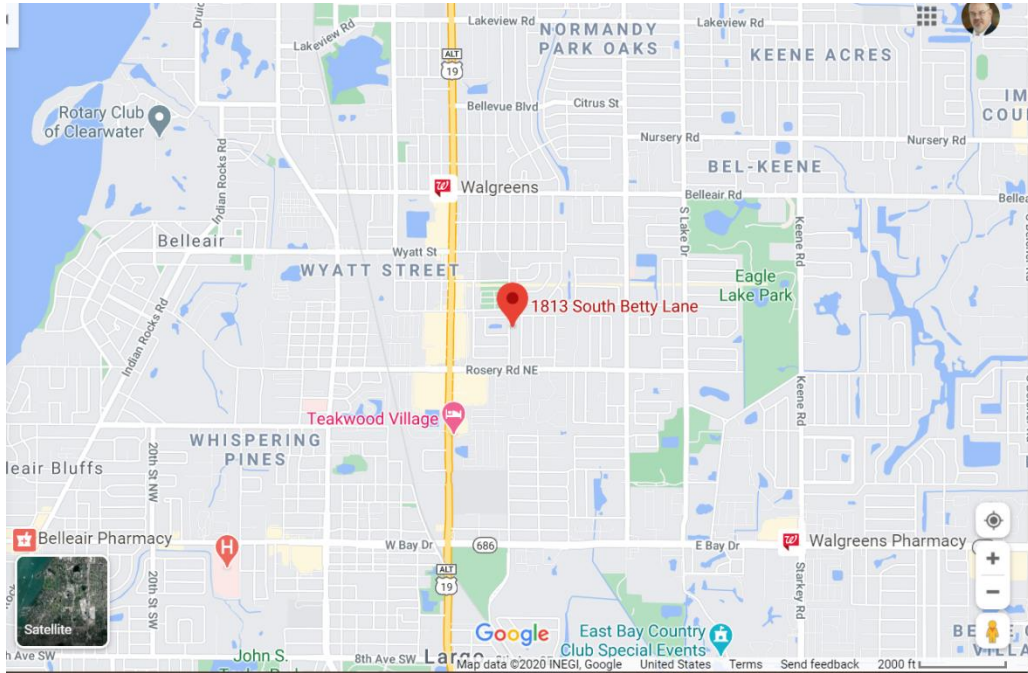














2019 Roll Details — Real Estate Account At 1813 S BETTY LN, LARGO

Real Estate Account #R293290

[Parcel details](#)

[Latest bill](#)

[View/Print full bill history](#)

[Print this page](#)

2019	2018	2017	2016	...	1999
PAID	PAID	PAID	PAID		PAID

[Get Bills by Email](#)

PAID 2019-11-25 \$1,143.62
Receipt #0-19-073905

Owner: CRESAP, MARK
1813 S BETTY LN
CLEARWATER, FL 33756-1718
Situs: 1813 S BETTY LN
LARGO

Account number: R293290
Parcel Number: 27/29/15/77040/002/0050
Millage code: LA - LARGO TR
Millage rate: 20.4220
Escrow company: US BANK HOME MORTGAGE (CL-0041417)
3001 HACKBERRY ROAD
IRVING, TX 75063

Assessed value: 100,273
School assessed value: 100,273

Exemptions

ADDITIONAL HOMESTEAD: 25,000
HOMESTEAD: 25,000

Property Appraiser

2019 Annual bill

Ad valorem: \$1,191.27
Non-ad valorem: \$0.00
Total Discountable: 1191.27
No Discount NAVA: 0.00
Total tax: \$1,191.27

[View](#)

Legal description

ROSEY GROVE VILLA BLK 2, LOT 5

Location

Property class:
Range: 15
Township: 29
Section: 27
Neighborhood: ROSERY GROVE VILLA
Block: 002
Lot: 0050
Use code: 0110
Total acres: 0.000



5-Steps to a Successful Real Estate Auction Experience

1. Register

(A) Register Online

At www.GryphonUSA.com /click "Our Auctions" (top of the page)

Read general "Terms & Conditions" /click "Register for Online Auctions (bottom of page)

Note: credit card may be needed and will be validated prior to real estate auction bidding approval

(B) If working with an Agent or Broker Send in your "Broker Acknowledgement Form" OR have the Agent or Broker register online under the Broker Registration Tab

Print Bidder form found on next page in Property Information Package (PIP)

Fill-in, sign, and send to our office (e. kimadams.agent@gmail.com)

(If registering with Agent/Broker, have them sign/send the Broker Form too)

Please read all Terms & Conditions thoroughly, it's important to know how this works

2. Inspect

Attend the Open House Previews (Agents/Brokers/Inspectors/Contractors welcome)

Download the PIP, read & understand all documents, perform due diligence

Ask any questions you need to make your own value determination

3. Bid & Win

When 7-Day Auction opens for bidding, watch & bid your level of interest

Remember, most bidding activity occurs last minute on auction ending day

Note: Any bid placed in last 4 minutes creates new ending time 4 minutes later

Be the successful winning High Bidder; Don't let this one get away!

4. Deposit & Sign

Winning High Bid + 10% Buyer Premium = Purchase Contract Price

Remit 10% Non-Refundable Deposit (of Purchase Contract Price)

(Deposit must be by wire transfer, instructions will be sent)

Sign Purchase Contract (we'll send documents electronically)

(All deposits & signed purchase contract due within 48 hours)

5. Close

Select your closing Attorney/Agent (or ours)

Regular follow-up to ensure timely closing

Arrange funds to agent funds for closing

**ENJOY YOUR NEW PROPERTY OWNERSHIP
AT A FAIR & COMPETITIVE AUCTION PRICE**

Broker Participation & Acknowledgement Form

Property: 1813 S. Betty Lane, Largo, FL 33756

Name of Broker/Agent: _____

Name of Company: _____

Phone Number & Email Address: _____

Bidder Name: _____

Bidder Contact Info: _____

Broker Participation Commission: A licensed Broker/Agent has an opportunity to earn a 2% Commission of the final winning high bid price (not including 10% Buyer's Premium), if the Broker properly registers a Bidder who places the final winning high bid, and such Bidder successfully pays for and closes on the property (including all closing costs). Such Broker Commission shall qualify and be applied at closing based upon the following:

- Your commission shall be **2% of the final winning High Bid** placed by your properly registered bidder

Broker acknowledges the purpose of this Commission is to promote the reasonable development of a market value opinion for this property, working in conjunction with a Bidder, and to encourage the authorized placement of an Opening Bid as closely relevant as possible to that determination of value.

Broker understands their Bidder is not required to place an Opening Bid (it can be \$0.00), and in the event of a tie opening bid, the earlier of the opening bids received shall prevail. Broker understands any optional Maximum Bid placed by their Bidder will be entered and compete against all other interested parties only to the extent required to remain the high bidder, based upon the bidding increments set by the Auctioneer at that price level. Broker understands any/all further bidding, other than that authorized on this Bidder Registration Form, must be actively performed by the Bidder their self in the Auction.

Brokers/Agents acting as principals or employees, affiliates or immediate family members are not eligible for this commission. Broker agrees that if commissions are reduced due to negotiations between Bidder/Buyer and Seller, the commission of all Brokers/Agents shall be reduced proportionately to their participation in the total commission. Broker agrees to indemnify and hold harmless Auctioneer, including any reasonable attorney's fees, from any and all claims with regard to such commission. If Auctioneer is required to litigate to collect the commission, reasonable attorney's fees and costs shall be deducted from the gross commission and the balance shall be divided proportionately. No oral registrations will be accepted or qualify Broker for commission.

Broker/Agent Signature: _____ Date _____

Real Estate License No: _____

I/Bidder agree that the above named Broker is authorized to register me to bid in this real estate transaction, and that Auctioneer and any/all Brokers involved in this transaction are representing the Seller.

Bidder's Signature: _____ Bidder# _____ Date _____

All signed Broker and Bidder Forms must be received in our office no later than 5:00pm THE DAY BEFORE the Auction End Date, either hand-delivered or by email to: kimadams.agent@gmail.com

Terms and Conditions of Auction Sale

Property: 1813 S. Betty Lane, Clearwater, FL 33756

Thank you for participating in this Online Auction Event (the "Auction"). Outlined below are the Terms & Conditions of Sale. Please read them carefully. By placing a bid, you are acknowledging your acceptance of these Terms.

Auction Firm: For the purposes of Terms of Sale, ReMax Elite Realty, Kim Adams Realtor as Auctioneer, together with Marketing Consultants David Staples, Auctioneer and Richard Kruse, Auctioneer shall be known as "Auction Firm."

Inspection: The property will be available for inspection by **Open House Only** on Sunday, Oct. 18, 2020 from 2pm to 4pm & Sunday, Oct. 25, 2020 from 2pm to 4pm.

Registration: To obtain a buyer number for the real estate auction, the buyer must complete online registration with Auction Firm and agree, if the highest bidder, to tender a deposit of Ten Percent (10%) of the total purchase price with the Purchase and Sale Agreement and execute said Purchase and Sale Agreement for delivery to Auction Firm not later than the next business day following the conclusion of the auction.

Be it understood that Auction Firm advises all potential buyers to seek legal counsel if for any reason they do not understand any part of the auctions TERMS and CONDITIONS.

Agency: Auction Firm represents the Seller ONLY in this transaction. Other agents of Auction Firm may represent buyers and all registrants to the auction hereby consent to Dual Agency.

Contracts: The successful bidder for the purchase of the real property shall sign and return all documents to Auction Firm on the next business day following the conclusion of the auction. Transmission may be by email to Kim Adams, Realtor at kimadams.agent@gmail.com . Sale offer is irrevocable for twenty-four (24) hours from receipt pending Seller signature.

A copy of the Purchase and sale Agreement is available by contacting Auction Firm.

Deposits: A deposit in the amount of Ten Percent (10%) of the total purchase price will be collected from the high bidder by wire transfer to Sellers preferred Title Agent not later than 5:00 p.m. eastern standard time on the business day following conclusion of the auction.

Timing and End of Auction: The Auction will be a timed event and all bidding will close at a specified time. At Auction Firm's discretion, Auction Firm may close bidding early or extend the Auction. The Auction may have an auto-extend feature. If the Auction features auto-extend, any bid placed within a specified time of the end of the Auction, Auction Firm may extend bidding for an additional amount of time specified by Auction Firm. Auction Firm may increase or decrease such extended time during the Auction until bidding is closed.

Technical Provider and Technology Issues: In the sole discretion of Auction Firm, Auction Firm may use a third party to provider technical services to facilitate the Auction. In the event that there are issues related to any technology utilized during the Auction, Auction Firm may extend bidding, continue the bidding, or close the bidding. In no event shall Auction Firm be held responsible or liable for a missed bid, any failure of technology to function properly for any reason during the Auction, or for the actions of any third-party service provider engaged by Auction Firm to provide services for the Auction.

Buyer's Premium: A Buyer's Premium of ten percent (10%) shall be added to the high bid at the close of bidding. The high bid plus buyer's premium shall constitute the Total Contract Price paid by the Buyer to the Seller.

Closing: Closing shall occur not later than 45 days following the completion of bidding through a Title Agent of Seller's choosing. Seller shall pay title search fees, taxes through the date of closing and transfer tax. All other closing costs shall be paid by Buyer. At Closing, Buyer shall receive a limited warranty deed to the Property in transferable and recordable form.

Possession: Buyer shall be entitled to possession at closing.

Contingencies: None.

Real Estate Brokers: Real estate brokers shall be paid a fee equal to two percent (2%) of the high bid amount provided that brokers register their buyers with Auction Firm prior to (a) any interaction between prospective bidder and Auction Firm and (b) the registration by prospective buyer for participation in the online auction. Broker Registration forms are available by contacting Kim Adams, Realtor at kimadams.agent@gmail.com or online at <https://www.gryphonusa.com/broker-acknowledgement-form/>

Condition of Sale: BUYER ACCEPTS THE PREMISES "AS-IS, WHERE IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER INCLUDING ANY REPRESENTATIONS REGARDING ENVIRONMENTAL CONDITIONS AFFECTING THE PREMISES. THE WARRANTIES EXCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, FREEDOM FROM STRUCTURAL DEFECTS, CONSTRUCTION IN A WORKMANLIKE MANNER AND FITNESS FOR HABITATION.

No Warranties and Limitation of Liability: Auction Firm makes no representations or warranties with respect to any technical aspects of the Auction, including, but not limited to, the performance of any computer hardware or software, any other technology utilized during the Auction, or the services of any third party engaged by Auction Firm to provide technical services during the Auction. In no event shall Auction Firm be held responsible or liable for any delay or failure of technology during the Auction.

Force Majeure. If Auction Firm is delayed or prevented from the performance of the Auction by reason of any act of God, act of nature, fire, act of government or state, acts of war or terrorism, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw material, energy or other supplies, labor stoppages or disputes of whatever nature, or any other reason beyond the control of the party, including, but not limited to any epidemic or outbreak of pandemic disease, performance of such act shall be excused.

Jurisdiction: The respective rights and obligations of the parties with respect to the herein terms and conditions and the conduct of the Auction shall be governed and interpreted by the laws of the State of Florida. By bidding at the Auction, whether present in person or by agent, by written bid, online or other means, the buyer shall be deemed to have consented to the jurisdiction of the Circuit Court in Pinellas County, Florida. Any controversy or claim arising from or relating to the any purchase contract or incidental document associated therewith, or breach thereof, shall be determined and settled by the Circuit Court in Pinellas County, Florida.

High Bidder Notification: At the conclusion of the auction winning bidders will receive an email advising of the item won. Bidders will receive an email only and are responsible for checking your email account.

BUYER BEWARE: By placing a bid, the bidder acknowledges that s/he has been provided an opportunity to

conduct an inspection of the property and is entering into this agreement as the result of a thorough inspection, or acknowledged opportunity to inspect, of the property being purchased and in an AS-IS, WHERE-IS, and AS-INSPECTED condition with any and all faults.

The above-stated Terms & Conditions of Sale cannot be altered except in writing by Auction Firm. By registering to bid, you agree that you have read and understand the previous terms and conditions.

REAL ESTATE PURCHASE AGREEMENT

1. **PROPERTY DESCRIPTION:** the undersigned Buyer offers to purchase from _____ (the "Seller"), through ReMax Elite, Kim Adams, Realtor ("Auction Firm") the following described real property including, without limitation, all improvements, fixtures, appurtenant rights, privileges, and easements located in the County of _____ and the State of Florida as described on the attached addendum. (the "Premises").

2. **PURCHASE PRICE AND PAYMENT TERMS:** Buyer agrees to buy, and the Seller agrees to sell for the purchase price (the "Purchase Price") calculated as follows:

High Bid of \$ _____ plus
Buyer's Premium of \$ _____ equals
the Purchase Price of \$ _____.

The Purchase Price shall be paid, less the Deposit (defined below) in immediately available funds at the closing of the purchase of the Premises (the "Closing"), as defined in paragraph 12 hereof.

3. **CONTINGENCIES:** The sale of the Premises is contingent upon approval of the sale and the Purchase Price by the Seller and _____ ("Approval"). No other contingencies are in effect.

4. **FIXTURES AND EQUIPMENT:** The consideration shall include all fixtures owned by Seller including, but not limited to: built-in appliances; heating, ventilating, air conditioning (HVAC) and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings, curtain rods and window coverings including draperies and curtains; attached mirrors; light, bathroom and lavatory fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage; garage door openers and controls, attached fireplace equipment; security systems and controls; smoke alarms; satellite TV reception system and components; all exterior plants and trees; and the following: (None if left blank). _____.

5. **DAMAGE OR DESTRUCTION OF PREMISES:** Risk of physical loss to the Premises and improvements shall be borne by Seller until Closing, provided that if any property covered by this Agreement shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the Agreement and thereby release all parties from liability hereunder by giving written notice to Seller and Auction Firm within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Auction Firm shall constitute an election to proceed with the transaction.

6. **CONDITION OF PREMISES:** Seller agrees that upon delivery of Deed, the Premises shall be in the same condition as they are on the date of this Agreement, reasonable wear and tear excepted.

7. **NO WARRANTIES:** Buyer acknowledges that the Premises are being sold in "as is, where is" condition without any representation or warranty whatsoever. Seller does not warrant or make any representation, express or implied, as to the merchantability, quantity, quality, condition, suitability or fitness of the Premises for any purpose whatsoever, including, without limitation, its compliance with applicable building codes and ordinances, zoning laws, and environmental law, including, without limitation, the Clean Air Act, the Comprehensive Response Compensation and Liability Act (CERCLA), the Americans with Disabilities Act, and any other federal, state or local statutes, codes or ordinances.

8. **EVIDENCE OF TITLE:** Seller shall furnish and Buyer shall pay for an owner's title insurance commitment and policy in the amount of the purchase price. The title evidence shall be certified to within thirty (30) days prior to Closing with

endorsement not before 8:00 a.m. on the business day prior to the date of Closing, all in accordance with the standards of the Columbus Bar Association, and shall show Seller marketable title free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning ordinances; (d) legal highway and (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use. Buyer shall pay any additional costs incurred in connection with mortgagee title insurance issued for the protection of Buyer's lender. If Buyer desires a survey, Buyer shall pay the cost thereof.

9. TAXES AND ASSESSMENTS: At Closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments that are a lien on the date of this Agreement and all agricultural use tax recoupments for years prior to the year of Closing. At Closing, Seller shall also pay or credit on the Purchase Price all other unpaid real estate taxes that are a lien for years prior to Closing and a portion of such taxes and agricultural use tax recoupments for year of the Closing, prorated through date of the Closing and based on a 365-day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified. Real estate taxes and assessments are subject to retroactive change by governmental authority. The real estate taxes for the Premises for the current tax year may change as a result of the transfer or as a result of a change in the tax rate.

10. ENVIRONMENTAL DISCLAIMER BY SELLER: Buyer acknowledges that Seller and/or Auction Firm have made no independent investigation to determine whether hazardous materials exist in, on or about the Premises. Buyer and Seller understand that any such determination requires the expertise of a specialist in hazardous materials, the retaining of which is the responsibility of Buyer and not that of the Seller or Auction Firm.

11. DEPOSIT: Coincident with the execution of this Agreement, Buyer shall deposit Ten Percent (10%) of the Purchase Price (the "Deposit") with _____ Title ("Title Agent") which shall be returned to Buyer, upon Buyer's request, if this Agreement shall not be approved by the Seller and/or _____. Upon Approval, Title Agent shall deposit the Deposit in its trust account to be disbursed as follows: (a) the Deposit shall be applied on Purchase Price or returned to Buyer at Closing; (b) if Seller fails or refuses to perform, the Deposit shall be returned to Buyer; (c) if Buyer fails or refuses to perform, the Deposit shall be divided equally between Auction Firm and Buyer with no further actions or releases required by the Buyer.

12. CLOSING: This Agreement shall be performed, and this transaction closed not later than Forty Five (45) calendar days following Approval. Buyer is entitled to possession at Closing. At the time Seller delivers possession, the Premises will be in the same condition as the date of acceptance of this Agreement, except as provided herein in paragraph 4 entitled Damage or Destruction of Premises, normal wear and tear excepted. Any personal property not included in this Agreement shall be abandoned to the Buyer at Closing. At Closing, Seller shall pay applicable County transfer taxes and deed preparation and shall convey to Buyer marketable title (as described herein paragraph 6) to the Premises in fee simple by a _____ Deed in transferable and recordable form. All other closing costs will be borne by the Buyer. Closing shall occur through the offices of _____ Title or any other title agent selected by Seller.

13. ASSIGNABILITY: This Agreement may not be assigned.

14. MISCELLANEOUS: This Agreement constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this Agreement shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This Agreement shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Time is of the essence of all provisions of this Agreement. All provisions of this Agreement shall survive the Closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, color, religion, sex, familial status, handicap or national origin. Paragraph captions are for identification only and are not a part of this Agreement.

13. COMMISSIONS: The parties hereto agree that the Auction Firm was the sole procuring cause for this Agreement.

14. SELLER BREACH: If Seller breaches Seller's obligations under this Agreement, Seller shall pay Auction Firm any and all amounts due to Auction Firm under this Agreement and the Listing Agreement executed by and between Seller and

Auction Firm.

15. **APPLICATION OF PROCEEDS:** Auction Firm may apply any proceeds from this transaction against any outstanding amounts due and owing to Auction Firm from Seller.

16. **INDEMNIFICATION:** Buyer and Seller hereby agree, jointly and severally, to indemnify and hold Auction Firm and harmless from any current or future claim regarding the auction or Premises, including, without being limited to, fitness, use, damage, safety, or injuries to persons or property.

17. **GOVERNING LAW; JURISDICTION; VENUE:** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, including its statutes of limitations, but without regard to its rules governing conflict of laws. All claims, disputes, and other matters between the parties will be brought in the Court of Common Pleas for Franklin County, Ohio, which court will have exclusive jurisdiction, and will be the exclusive venue, for any and all such claims, disputes, and other matters between the parties.

18. **SIGNATURES; COUNTERPARTS.** This Agreement may be executed manually, electronically, digitally, or by any other means intended to represent the signature of a party. This Agreement may be executed in one or more counterparts, each of which will constitute an original, and all of which, taken together, will constitute one and the same instrument.

ACKNOWLEDGEMENTS

FOR BUYER

Buyer Signature

Date

Buyer Name Printed

Address

Phone

Fax

Deed To

Buyer's Attorney

Attorney Phone

FOR SELLER

Sellers Signature

Date

Seller Name Printed

Premises Addendum

1813 S. Betty LN., Largo, FL 33756

APN: 27/29/15/77040/002/00

HOA Resale Packet (if applicable)

**HOA INFORMATION PACKAGE
NOT APPLICABLE**