

# REAL ESTATE AUCTION

**NICE COUNTRY HOME CLOSE TO TOWN  
SATURDAY, AUGUST 6TH, 2022 AT 10:00 AM • ON SITE**

**Open house on Sunday July 17, 2022, Noon-2pm.**

**HOME LOCATION: State Road 39 N. (6722 E 250 N), White County  
Parcel #: 91-73-15-000-002.600-020**



This ranch home located on 1 acre has over 2000 sq. ft. with updated kitchen, 3 bedrooms, 2-1/2 baths, 3 separate living areas, all appliances, GFA/CA, 2 decks and Kinetico water softener, 4 car heated detached garage, along with 3 other storage sheds.

**RICHARD AND BARBARA FLORY, OWNERS**

Terms: Cash to seller. 10% down day of auction with balance due by September 15, 2022. Purchasers may have any inspections at their expense prior to sale. Property sold in AS IS condition. Final bid subject to seller confirmation. Seller will prorate taxes through the day of closing and furnish the buyer with a title insurance commitment for the purchase price.

**VOGEL**  
**AUCTIONS LLC**  
REAL ESTATE • FARM • HOUSEHOLD • ESTATE

Bruce Vogel - AU01028209  
Phil Vogel, CAI. - AU01017496  
AC30500005  
Photos and additional sales at  
[www.vogelauctions.com](http://www.vogelauctions.com) or  
[www.vogel-real-estate.com](http://www.vogel-real-estate.com)

1003 N. Main • Monticello • Phil 574-870-0314 or Bruce 574-870-6085

**FOR FURTHER INFORMATION  
OR SHOWINGS, CONTACT:**

Vogel Real Estate at  
574-583-3981 or visit our  
website: [www.vogel-real-estate.com](http://www.vogel-real-estate.com)





Bid Price \$ \_\_\_\_\_  
 Buyer's Premium \$ 0  
 Total Purchase Price \$ \_\_\_\_\_

**AGREEMENT TO PURCHASE REAL ESTATE**

To: Richard and Babara Flory Date 8/06/2022

I/We hereby offer to purchase for the sum of \$ \_\_\_\_\_ in accordance with paragraph 1 below, the real estate in WHITE County, In., commonly known as 6722 E 250 N. MONTICELLO, IN. 47960 as tract(s) \_\_\_\_\_ per the tract map in auction brochure/Exhibit \_\_\_\_\_ being 1 acres (more or less), and further described as: \_\_\_\_\_ 1 ACRE TAX ID # 91-73-15-000-002.600-020 This Agreement to Purchase is made subject to the following terms and conditions:

- PURCHASE PRICE.** The entire purchase price stated \$ \_\_\_\_\_ shall be paid in cash \$ \_\_\_\_\_ earnest money and the balance of \$ \_\_\_\_\_ at closing.
- TAXES AND ASSESSMENTS.** Seller will pro-rate real estate taxes through day of closing. If the tax rate is not finalized, the last rate and value shall be used for any tax credit. Buyer shall assume any ditch assessments due in 2023

- SURVEY.**
  - An up-to-date survey, identifying location of corners and stating whether said property is in or not in a flood plain shall be prepared.
  - A survey shall be prepared only if needed to provide marketable title.
  - If the property sells in tracts and there is not an existing legal description, a survey shall be prepared for the buyer \_\_\_\_\_. Any necessary survey for a combination of tracts shall be a perimeter survey only. Price will be adjusted for difference in acres from original sale price.

Buyer accepts title to real estate without a current survey.

If Survey shall be ordered by Vogel Real Estate and Auction and the cost of the survey cost shall be split between Buyer .

- TITLE.** Seller shall furnish at Seller's expense (check appropriate box):

A Warranty Deed \_\_\_\_\_ Personal Rep

An abstract of Title disclosing in Seller marketable title to the real estate as of a date after the date hereof. Buyer shall have a reasonable time before closing to have the same examined and Seller shall have a reasonable time to correct any tile defects.

A policy of Owner's Commitment Title Insurance in the amount of the purchase price, insuring in Buyer marketable title to the real estate as of a date after the date hereof.

Seller shall elect to provide either abstract or title insurance per above.

- CLOSING.** This transaction shall be closed on or before SEPT. 15, 2022 . The closing shall be at White County Abstract and Title or as mutually agree upon by Buyer and Seller. **CLOSING FEE OR SETTLEMENT FEE WILL BE SPLIT EQUALLY BY BUYER AND SELLER.** Upon payment of the Purchase Price, Seller shall deliver a properly executed **Deed** conveying the real estate, improvements, and fixtures in substantially their present condition, usual wear and tear excepted, and if Seller is unable to do so, Buyer shall have the option to revoke this Agreement and have the Earnest Money returned, without delay. Seller Assumes risk of loss and damage until closing.

- POSSESSION** shall be delivered Day of Closing . Insurance shall be canceled as of closing date. Seller shall pay all charges for utility services furnished the real estate until the date possession is delivered.

- IMPROVEMENTS AND FIXTURES.** This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate, include, but not necessarily limited to, the following: all electrical, gas, central heating, central air condition, and plumbing fixture, including water softener (except rental units), built in appliances, drapery hardware, attached carpeting, radio or television antennae, garage door openers, **ALL APPLIANCES AND BAR STOOLS IN HOME** \_\_\_\_\_, if any, now in or on the property, the costs of which shall be fully paid and shall be free of liens. Propane tanks are not included.

- WARRANTIES.** Buyer acknowledges that an inspection was made of the real estate and personal property, if any, or the Buyer is familiar Therewith to the extent desired, and with respect to the Contract, is satisfied in all respects with the condition of the real estate and personal property, if any, and with the availability of all necessary utilities and access. Buyer understands that Seller makes no representations as to the condition, quality or serviceability of the real estate and personal property, if any, for any particular purpose. Buyer understands that by entering into this contract Buyer is agreeing to accept the real estate and personal property, if any, in an "AS IS" condition. Buyer is purchasing the property subject to any recorded easements, leases, covenants, and restrictions of record, if any.

- BINDING AGREEMENT.** All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is Accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of both Buyer and Seller, their Heirs, and personal representatives.

- EARNEST MONEY.** The Buyer deposits as earnest money the sum of \$ \_\_\_\_\_ which is apply toward the purchase price and be held in escrow by Seller's agent until closing. If Seller does not accept in writing on or before 11:59 P.M. AUGUST 9, 2022 the offer shall be withdrawn and the earnest money returned. If this offer is accepted and Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have right to sue for specific performance or pursue any other legal remedy available to Seller under law.

- CASH RENT:** Will be  prorated to Buyer;  retained by Seller;  full year paid to Buyer;  Not Applicable

**12. OTHER TERMS OR CONDITIONS:** \_\_\_\_\_

- This Agreement is solely between buyer and Seller. The Auctioneer(s)/Broker(s) and Sales Agent(s) shall not be liable for any existing or arising defects or deficiencies in the real estate, improvements, or equipment thereon. Vogel Real Estate & Auction and its Agents are exclusively the Agent for the Seller.**

Buyer: \_\_\_\_\_ Buyer: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_, State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_  
 Phone number \_\_\_\_\_ Email Address \_\_\_\_\_

**ACCEPTANCE BY SELLER:** The undersigned Seller of the property described in above Agreement, herby accepts said offer and agrees to bide by the terms and conditions thereof and also agrees to pay a commission per listing contract which sum shall be deducted from the first payment to us. We also authorize our said agent to hold all money deposits in escrow until final closing of this transaction. Dated this \_\_\_\_\_

Seller: \_\_\_\_\_ Seller: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 City: \_\_\_\_\_, State \_\_\_\_\_ Zip Code \_\_\_\_\_ County \_\_\_\_\_  
 Deed to: \_\_\_\_\_ Forms Attached: \_\_\_\_\_  
 New Mortgage: \_\_\_\_\_ Buyer's Attorney: \_\_\_\_\_