

AUCTION TERMS AND CONDITIONS

PROCEDURE: The property will be offered in 2 individual tracts and in combination. It will sell in combination or whole, whichever is the highest dollar amount. There will be opening bidding on the farm, and the homesite as determined by the auctioneer. Farmland will be sold on a per acre basis.

DOWN PAYMENT: 10% down payment **ON FARMLAND** on the day of auction. 25% down payment **ON THE BUILDING SITE**. The down payment must be by personal check, corporate check, or cashier's check. **BIDDING IS NOT CONDITIONAL UPON FINANCING**. You must have your financing arranged and be capable of paying cash at closing.

ACCEPTANCE OF BIDS: Any and all successful bidders will be required to enter into a purchase agreement with the seller immediately following the sale, on site. All final bids are subject to the seller's acceptance or rejection.

EVIDENCE OF TITLE: The seller will provide a preliminary title opinion, certificate, or report to be made available to prospective bidders for review prior to bidding. If any buyer elects to purchase title insurance, the cost thereof will be at buyer's sole expense. Seller will convey title free and clear of liens, but otherwise subject to all easements and matters of record. The farm is being sold on an "AS IS, WHERE IS" basis.

DEED: Seller shall provide a fiduciary deed at closing.

CLOSING: The balance of the purchase price is due at closing, which will take place within 30 days after the auction.

POSSESSION: Possession will be given at closing for the building site, and or after fall harvest, for the farmland, no later than December 31st, 2022.

REAL ESTATE TAXES: Taxes will be prorated to the date of closing. Farmland is currently in CAUV. If buyer converts property to a non-agricultural use, buyer will be responsible for the payment of any CAUV recoupment taxes.

PROPERTY INSPECTION: Potential buyers are responsible for conducting their own inspection of the property and any due diligence, inquiries, and inspections will be conducted at their own risk. Seller disclaims any and all responsibility for the bidder's safety during any physical inspection of the property. The dwelling is considered to be a tear down and for safety purposes off limits.

TRACT MAP/ACREAGE: All dimensions, proposed boundaries, and tract acreages are approximate and are based on aerial photos and auditor information.

MINERAL RIGHTS: The sale will include 100% of the mineral rights, if any, owned by the seller.

SURVEY: All tracts will be selling with current legal descriptions.

AGENCY: Oakridge Realty & Auction Company, and its representatives are sole agents for the seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions in the purchase agreement. Prior to closing, buyer will have an opportunity to inspect the property and will be relying solely upon such inspection in determining the condition and character of the property. The property is being sold on an "AS IS, WHERE IS" basis and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in this brochure are approximate. Each potential bidder is responsible for

conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or Auction Company.

ANY ANNOUNCEMENTS MADE ON THE DAY OF SALE TAKE PRECEDENCE OVER PRINTED MATERIALS.

SELLER: Rex M. Maxwell Estate

Executor: Colin Maxwell

Attorney For Estate: Kurt Kaufman

Auctioneer: Kevin A. Miller --- Auctioneer is Licensed and bonded in favor of State