

**CONSIGNED PROPERTIES, INC**  
**IOWA PURCHASE AGREEMENT FOR AUCTIONS**

(This is a legally binding contract. If not understood, seek legal advice.)

The REALTOR<sup>®</sup> negotiating this agreement is a member of the applicable Board of REALTORS<sup>®</sup> and as such is governed by the CODE OF ETHICS AND RULES OF FAIR BUSINESS PRACTICE of the National Association of REALTORS<sup>®</sup>.

\_\_\_\_\_ **(BROKER)** REALTORS<sup>®</sup> DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Seller's listing Broker is: \_\_\_\_\_ ("Broker) who shall handle the transfer post auction.

**Agency Agreement:** The listing agent(s) represents Seller in this transaction. If the same agent represents both Purchaser and Seller, a detailed explanation of consensual dual agency must be attached to this Agreement. Further, Purchaser and Seller acknowledge that, prior to signing this Agreement; their respective agents have made a written disclosure of the type of representation being provided.

The undersigned Purchaser (whether one or more) agrees to purchase the Property described as follows:

1. Address : \_\_\_\_\_

\_\_\_\_\_

City	State	Zip	County
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2. Legal Description (Property): \_\_\_\_\_

\_\_\_\_\_

Including all fixtures and equipment permanently attached to the Property.

3. Personal Property : The only personal property included is as follows:

\_\_\_\_\_

\_\_\_\_\_

4. **Conveyance** : Provided that the Seller (whether one or more) has good, valid and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by warranty deed or \_\_\_\_\_ - \_\_\_\_\_ free and clear of all liens, encumbrances or special taxes levied or assessed, except \_\_\_\_\_ - \_\_\_\_\_ subject to all building and use restrictions, covenants and utility easements now of record.

5. **Special Assessments** : Seller shall pay, in full, all special assessments that are certified as liens on the public record at closing, except for REIDS which shall be negotiated. Any preliminary or deficiency assessments which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds to be returned to Seller . All charges for solid waste removal, sewage and assessments for maintenance that are attributable to Seller's possession shall be paid by Seller.

6. **Consideration** : Purchaser agrees to pay \_\_\_\_\_ **DOLLARS** (\$ \_\_\_\_\_) on the following terms: \$ \_\_\_\_\_ (Deposit) and the method of payment of the deposit shall be \_\_\_\_\_ deposited herewith as evidenced by the receipt attached below. This Contract contains:

\_\_\_\_\_ NO contingencies for financing; \_\_\_\_\_ YES contingencies for financing on the following terms:

\_\_\_\_\_

\_\_\_\_\_ NO whole house property inspection; Other inspection on the following terms: \_\_\_\_\_

\_\_\_\_\_ ;

\_\_\_\_\_ YES whole house property inspection. This sale is subject to all easements, covenants, leases and restrictions of record, if any. Failure to close on BUYERS' part, except due to SELLERS' failure to deliver good title, shall result in the loss of the down payment as liquidated damages to SELLERS. If the Deposit is paid by check, it will be cashed. In the event of a dispute over return of the Deposit, Broker or Escrow Company may be prevented from releasing the funds to either party without the signed written consent of Seller and Purchaser or a court order. In the event of legal action for return of earnest deposit, it is understood that most likely the Broker will have transferred such deposit to the Escrow Agent according to Paragraph 11 of this Agreement. Broker shall pay any deposit into court, which it may have in its possession upon the filing of such legal action. Such legal action shall not be maintained against Broker when the dispute is between Purchaser and Seller. Any party naming Broker as a party despite the aforementioned sentences shall be liable to Broker for all legal costs and fees.

#### 7. Taxes:

\_\_\_\_\_ Seller shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.

\_\_\_\_\_ Seller shall pay their pro-rated share, based upon date of possession, of the real estate taxes for the fiscal year in which possession is given, due and payable in the subsequent fiscal year. Purchaser shall be given credit for such pro-ration at closing based upon the last known actual real estate taxes according to public record. However, if such taxes are not based upon the full assessment of the present property improvements or the tax classification as of the date of closing, such pro-rations shall be based on the current millage and the assessed value as shown by the Assessor's Records on the date of closing. In the event of such partial assessment, it shall be the duty of Seller to so notify Purchaser and the listing agent.

It is agreed that at time of closing, funds of the purchase price may be used to pay taxes and other liens, same to be handled under supervision of the listing Broker and subject to approval of Purchaser's attorney on the questions needed to produce marketable title.

**8. Rents, Deposit and Leases, if Rented :** All leases and rents shall not be in default at closing. Any tenant deposits and leases shall be assigned to Purchaser at no cost. All rents shall be prorated to date of closing. Copies of all current leases shall be provided to the Purchaser at the time of closing.

**9. Conveyance of Title:** 14. Conveyance of Title: Seller shall promptly provide an abstract of title continued to and including the date of acceptance of this Agreement. Such abstract shall be delivered to an attorney for a title opinion for the Purchaser, such attorney to be selected by the Purchaser or the mortgagee. In lieu of the foregoing, Seller may give evidence of title by the purchase of an owner's title insurance policy for Purchaser and their lender, if any. The cost of any title insurance policies and endorsements or abstracts of title shall be equally divided between Purchaser and Seller. The Real Estate Settlement Procedures Act ("RESPA") 14 U.S.C. 2601 et seq. and its accompanying regulations make clear that if the Purchaser pays any part of the title insurance policy, the Seller cannot make the sale conditioned on the use of a particular title company. According to his rights under RESPA, Purchaser will direct the title insurance work to \_\_\_\_\_. Seller agrees to make every reasonable effort to promptly perfect the title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the land title laws of the State of Iowa and the Iowa Title Standards of the Iowa Bar Association, or the title policy. If closing is delayed due to Seller's inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the agreement after giving 30 days written notice to the other party and the brokers. Seller shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title.

A. ( ) Purchaser will direct the title insurance work to : \_\_\_\_\_ (specify). Purchaser hereby selects the expanded ALTA Homeowners Policy of Title (10/17/98) or \_\_\_\_\_. The cost of any title insurance policies and endorsements shall be equally divided between Purchaser and Seller. Questions regarding policy coverage's should be directed to your title insurance agent.

B. ( ) Purchaser chooses to have an attorney's opinion in which case the Seller, at his cost, shall have the abstract continued to and including the date of acceptance of this agreement and delivered to an attorney selected by Purchaser for an opinion at Purchaser's cost.

**10. Possession and Closing:** Closing shall take place on or about \_\_\_\_\_, **2008**. Possession shall take place on \_\_\_\_\_, **2008**. Adjustment of interest, rents and all charges attributable to the Seller's possession are to be made of like date. If, for any reason, possession is before or after the day of closing, the parties shall sign an occupancy agreement and make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon delivery of documents required to convey marketable title and receipt of all funds by the listing broker.

**11. Escrow Closing :** Purchaser and Seller acknowledge and understand that the closing of the sale may be handled by an Escrow Agent or the Broker and that the Broker is authorized to transfer all contracts and the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to Purchaser or Seller for closing of the sale, or accounting for said funds. Escrow Agent's or the Broker's charges shall be equally divided between Purchaser and Seller BUYERS also agree to pay a closing fee of \$\_\_\_\_\_ to \_\_\_\_\_ at the time of closing and delivery of possession.

**12. Commission Fee:** Purchaser agrees to pay as part of his/her compensation for services under this Agreement a commission consisting of a flat fee of \$\_\_\_\_\_ at closing unless the Purchaser is obtaining a V.A. loan.

**13. State Documentary Tax :** The State Documentary Tax, if any, on the deed shall be paid by the Seller.

**14. Risk of Loss :** In the event, prior to closing, the structures on the Property are materially damaged by fire, explosion or any other cause, Purchaser shall have no other rights than to accept the Property in its damaged condition or rescind this agreement; and upon rescission, the Seller shall refund the Deposit to Purchaser. If the Purchaser elects rescission, the parties may negotiate another purchase agreement.

**15. Wood Infestation:** Purchaser agrees to pay the cost of a wood destroying insect inspection of the building, attached and detached structures, if required and remedy if required. BUYERS acknowledge that they have inspected the property and accept same in its AS IS - WHERE IS condition, without any representations or warranties of any kind or nature by the SELLERS or the Auctioneer, except the warranty of good title.

**16. Remuneration :** Purchaser and Seller acknowledge and understand that Broker and/or its agents may receive financial remuneration from the sale of title insurance or other forms of insurance or products or services. Pursuant to the Real Estate Settlement Procedures Act (Regulation X), 24 CFR Part 3500, Purchaser and Seller acknowledge receipt of the Controlled Business Arrangement Disclosure Statement, as required.

**17. Release of Information :** Purchaser and Seller authorize the Broker and/or its agents to release the price, financing and property information regarding the purchase of this Property to the applicable Multiple Listing Service, its participants and government entities.

**18. Condition of Property :** Seller represents to the best of Seller's knowledge, information and belief, there are no material latent defects in the Property or any conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto.

**19. Seller Disclosure of Property Condition Statement :** Purchaser acknowledges receipt of Seller Disclosure of Property Condition Statement as required by Iowa Law.

**THIS OFFER IS BASED ON PURCHASER'S PERSONAL INVESTIGATION OF THE PROPERTY AND NOT UPON ANY REPRESENTATION OR WARRANTIES OF CONDITION BY ANY AGENT INVOLVED IN THIS TRANSACTION.**

**20. Additional Terms of Sale :** (Cried by auctioneer day of auction) \$\_\_\_\_\_ down day of auction, successful bidders will enter into a purchase agreement at the auction site immediately following the auction. Balance due at closing. Warranty deed will be furnished by seller. To be sold with marketable title of all encumbrances with title insurance to be used and cost shared equally by buyer and seller.

**METHOD OF AUCTION:** Auction will be on total dollar basis. **DISCLAIMER: ANNOUNCEMENTS MADE BY THE**

**AUCTIONEER AT THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENT MADE. ALL INFORMATION CONTAINED IN THE SALE BROCHURE AND ALL RELATED MATERIALS ARE SUBJECT TO THE TERMS AND CONDITIONS OUTLINED IN THE AGREEMENT TO PURCHASE. THE PROPERTY IS BEING SOLD ON AN "AS IS" BASIS, AND NO WARRANTY OR REPRESENTATION EITHER EXPRESSED OR IMPLIED CONCERNING THE PROPERTY IS MADE BY THE SELLER OR THE AUCTION COMPANY. THE AUCTIONEER REPRESENTS THE SELLER ONLY.** 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 believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the seller or the auction company. All sketches and dimensions in this brochure are approximate.

**21. Equal Opportunity :** It is unlawful to discriminate against any person in the terms, conditions or privileges of sale, purchase or lease of a dwelling or in the division of services or facilities in connection therewith because of race, color, religion, national origin, ethnic origin, familial status, sex or handicap.

**22. Lead Based Paint Testing Contingency :** Was home built before 1978? Yes No. If yes, Purchaser and Seller must complete Disclosure of Information on Lead-Based Paint and Lead Hazards ("Form F0309") or equivalent cooperating broker form.

**23. Facsimile Authorization:** Purchaser and Seller agree that all documents relating to the sale of this property, including this offer, counteroffers and acceptances (1) may be transmitted by facsimile machine, (2) shall be treated in all respects as originals, (3) that they will submit all original signatures to their agents.

**24. Modification in Writing:** Any modification of the terms of this agreement, riders or addendums must be in writing and signed by all parties.

**25. No offer or counter offer shall be accepted, except by signature(s).** Purchaser acknowledges that the auction does not create a binding contract. Purchaser's signature is merely an offer to purchase which shall not be binding on Seller until Seller signed this Agreement.

**26. Duties of Parties**

- A. The listing broker, its agents, employees and associates, makes no representations or warranties as to the physical condition of the property, its size, future value or income potential.
- B. Seller and Purchaser acknowledge that Seller of real property has a legal duty to disclose Material Defects of which Seller has actual knowledge and which a reasonable inspection by Purchaser would not reveal.

**27 . Telephone Number Consent.** Under federal and state "Do Not Call" laws, it may be necessary for Broker to have consent to contact you regarding real estate related business transactions. Therefore, the undersigned grants Broker the right to contact the undersigned with the information listed below. The undersigned Purchaser grants Broker, referring brokers, title companies, mortgage companies and vendors of Broker who provide real estate related services, the right to contact at the Purchaser's home number which is ( \_\_\_ ) \_\_\_\_\_ and cell numbers ( \_\_\_ ) \_\_\_\_\_ ( \_\_\_ ) \_\_\_\_\_.

**28. Offer Expiration:** This offer to purchase is subject to acceptance by seller on or before \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_.M.

**29. Names for Deed: (Printed) \_\_\_\_\_**

PURCHASER:	SS#/Fed. ID#	WITNESS:
PURCHASER :	SS#/Fed. ID#	WITNESS:

\_\_\_\_\_  
SIGNATURE DATE

\_\_\_\_\_  
SIGNATURE DATE

ADDRESS:

\_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_