

ACCEPTANCE OF AUCTION TERMS AND CONDITIONS AND AFFIDAVIT OF COMPLIANCE

COMES NOW, _____ (“Affiant”) and for Affiant’s Acceptance of Auction Terms and Conditions and Affidavit of Compliance being duly sworn upon his/her oath and states as follows:

1. At all times relevant Affiant is a competent adult person.
2. Affiant has personal knowledge of all relevant information.
3. Affiant is submitting a registration for eligibility to bid at the auction for the sale of 6006 Ardmore Avenue, Fort Wayne, IN 46809 (“Real Estate”) which Real Estate is owned by Fort Wayne Community Schools, an Indiana public school corporation (“Seller”) and the Steffen Group, Inc. is acting as the Auctioneer on behalf of Seller.
4. Affiant affirms Affiant is aware of the following terms and conditions of the Auction sale of the Real Estate beginning April 10, 2024, at 9:00 a.m. EST and ending on April 17, 2024, at 2:00 p.m. EST:
 - a. Earnest Money Deposit: The Auctioneer shall require the Buyer to deposit a non-refundable earnest money deposit in the amount of Ten Percent (10%) of the selling price upon the execution of the purchase agreement.
 - b. Title: The Seller shall provide the Buyer with an owner’s policy of title insurance in the amount of the purchase price, insuring the Buyer of a clear and marketable title to the Real Estate. The Seller shall convey the Real Estate by an applicable warranty deed.
 - c. Taxes: There shall be no tax credit given to the Buyer at closing as this Real Estate is owned by a non-taxable entity (school corporation).
 - d. Possession: Possession of the Real Estate shall be given to the Buyer on the day of final closing.
 - e. Closing: The closing shall occur no later than Thirty (30) days after the execution of the purchase agreement at a title company selected by Seller (“Title Company”). The closing fee charged by the Title Company to conduct and facilitate the insured closing shall be split 50:50 between the Buyer and Seller.
 - f. Condition of Real Estate: The Buyer(s) shall purchase the Real Estate “As-Is” and “Where-Is” with no express or implied warranty.
 - g. No Contingencies: The Real Estate shall be sold for cash and shall not be contingent upon the financing, zoning, environmental review, or any other such contingencies other than the inability of Seller to provide marketable title.
 - h. Auction Reserve: The acceptance of the bid at the conclusion of the auction sale bidding, shall be subject to approval by the Fort Wayne Community Schools board of trustees and the sale thereof shall be explicitly contingent thereon.
 - i. Property Condition Reports: Seller’s environmental reports, title commitment and surveys of the Real Estate have been made available to Affiant for review prior to Auction but shall not be considered a warranty of any condition of the Real Estate,

nor shall the provision of these documents alter the “As-Is” and “Where-Is” nature of this transaction. Any other reports or surveys that a Buyer may wish to obtain are at the Buyer’s sole cost and expense and shall not delay closing.

- j. Buyer Premium: A One Percent (1.00%) buyer’s premium shall be added to the total bid amount which the Affiant bids on the Real Estate. This shall be in addition to the bid of Affiant and shall be an additional amount due and owing to the total purchase price due and owing under the terms of the purchase agreement.
- 5. Affiant represents they have a bank letter of credit indicating financial fitness and adequate bank pre-approval to close on the Real Estate within Thirty (30) days from the conclusion of the auction, which shall conclude on April 17, 2024.
- 6. Pursuant to I.C. 36-1-11-16, Affiant represents that Affiant is not delinquent in the payment of Real Estate taxes and it in compliance therewith.
- 7. Affiant represents that Affiant does not owe any delinquent taxes, special assessments, penalties interest, or costs directly attributable to a prior tax sale on any tract of real property listed under I.C. 6-1.1-24-1 and that Affiant is in compliance with all applicable provisions under I.C. 6-1.1-24-1.
- 8. Affiant is aware that pursuant to I.C. 36-1-11-4(h), if Affiant is a representative of a trust that Affiant shall identify to the Auctioneer each beneficiary of the trust as well as the settlor, and Affiant represents that any such persons are not ineligible to bid under I.C. 36-1-11-16.

I affirm under the penalties for perjury that the following representations are true.

Date: _____

