

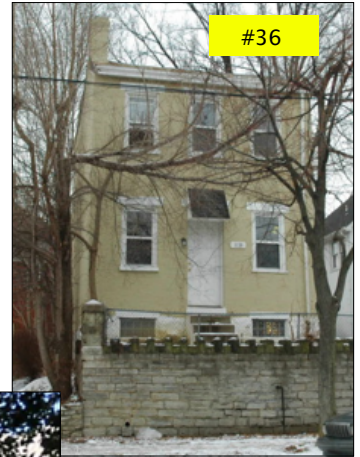
## Receivership ON-LINE ONLY AUCTION BIDDER INFORMATION PACKAGE

16 Residential Properties in 7 States!

**Bidding Opens: May 8 @ NOON (est)**  
**AUCTION CLOSES: May 16 @ 5pm**

**ALL 16 Properties Selling in Bulk ONLY  
as one Portfolio!**

- | ID# | Address, City, State                                                                              |
|-----|---------------------------------------------------------------------------------------------------|
| 6   | <b>1022 S Academy St., Galesburg, IL</b><br>PIN 99-15-380-006, 852sf, Built 1906                  |
| 20  | <b>1122 16th Ave., Rockford, IL</b><br>PIN 11-35-230-011, 1,750sf, Built 1920                     |
| 28  | <b>1309 Maryland St., Gary, IN</b><br>PIN 45-08-10-182-003.000-004, 1,587sf, Built 1929           |
| 29  | <b>1767 Van Buren St., Gary, IN</b><br>PIN 45-08-09-411-006.000-004, 1,724sf, 2 story, Built 1924 |
| 36  | <b>1133 Garrard St., Covington, KY</b><br>PIN 054-24-24-012.00, 1,728sf, 2 story                  |
| 54  | <b>2112 69th St., St. Louis, MO</b><br>PIN 16H541010, 1,036sf, Built 1935                         |
| 100 | <b>506 Rice St., Springfield, OH</b><br>PIN 34007000344220406, 1,190sf, Built 1886                |
| 104 | <b>3409 Maple St., Toledo, OH</b><br>PIN 0710081, 880sf, Built 1909                               |
| 106 | <b>911 Kingston Ave., Toledo, OH</b><br>PIN 12-00831, 967sf, Built 1919                           |
| 111 | <b>1106 Paul Fredrick St., Luling, LA</b><br>PIN 103200D00054, 1,000sf                            |
| 115 | <b>800 Klere St., Duquesne, PA</b><br>PIN 306D318, 1,095sf, Built 1990                            |
| 117 | <b>2704 Forest St., McKeesport, PA</b><br>PIN 0460-N-00210-0000-00, 1,344sf, Built 1906           |
| 119 | <b>1251 Kenneth Ave., Kensington, PA</b><br>PIN 2403110259, limited info                          |
| 121 | <b>212 Chester Ave., Pittsburg, PA</b><br>PIN 46-J-273, 1,092sf, Built 1900                       |
| 122 | <b>678 N 2nd St., Pottsville, PA</b><br>PIN 68-13-0144.00, 1,455sf, Built 1880                    |
| 123 | <b>148 1st Ave., Sharon, PA</b><br>PIN 2 B 61, vacant land                                        |



Since being appointed as Receiver of these Properties, Robert Ewald of Ewald Auctions has been authorized to sell the following real estate at PUBLIC AUCTION to the **HIGHEST BIDDER, REGARDLESS OF PRICE!!!**  
**No Minimums!! NO Reserves!!**



**Property Information Gathered  
Buyer Responsible for their own Due Diligence.**

ID#	Address	County	State	Taxes Yrs	Tax Amount Due	Assed Values	Description
<b>READY TO SELL</b>							
6	1022 S Academy St.	Knox	IL	2013-2021	\$ 5,760.56	\$ 5,240	1 Story, 852 sq ft, built 1906
20	1122 16th Ave.	Winnebago	IL	2014-2020	\$ 11,309.60	\$ 14,102	1.5 story, built 1920, 1750sq ft
28	1309 Maryland St.	Lake	IN	2013-2020	\$ 15,232.47	\$ 43,700	1 story, 1,587sq ft, Built 1929
29	1767 Van Buren St.	Lake	IN	2013-2020	\$ 10,586.55	\$ 17,300	2 story, 1,724sq ft, Built 1924
36	1133 Garrard St.	Kenton	KY	2014-2020	\$ 7,474.63	\$ 35,000	2 story, 1,728sq ft
54	2112 69th St.	St. Louis	MO	2014-2020	\$ 6,265.14	\$ 31,300	1,036 sq ft, Built 1935
100	506 Rice St.	Clark	OH	2013-2020	\$ 3,979.33	\$ 19,110	Built 1886, 1,190sq ft
104	3409 Maple St.	Lucas	OH	2013-2021	\$ 10,216.24	\$ 19,600	880sq ft, Built 1909
106	911 Kingston Ave.	Lucas	OH	2015-2021	\$ 8,864.94	\$ 22,600	1.5 story, 967 sq ft, built 1919
111	1106 Paul Fredrick St.	St. Charles	LA	2019-2020	\$ 1,907.53	\$ 58,600	1 story, 1,000sq ft
115	800 Klere St.	<a href="#">Allegheny</a>	PA	2018-2021	\$ 566.63	\$ 30,100	1.5 story, 1095 sq ft, built in 1990
117	2704 Forest St.	<a href="#">Allegheny</a>	PA	2018-2021	\$ 679.58	\$ 36,100	1,344sq ft, Built 1906
119	1251 Kenneth Ave.	Westmoreland	PA	2016-2021	\$ 8,029.17	\$ 6,000	house on premises, limited info, rough shape
121	212 Chester Ave.	<a href="#">Allegheny</a>	PA	2018-2021	\$ 325.68	\$ 17,300	2 Story, 1,092 sq ft, built 1900
122	678 N 2nd St.	Schuylkill	PA	2013-2020	\$ 8,548.09	\$ 13,430	2 story, 1,455 sq ft, built in 1880
123	148 1st Ave.	Mercer	PA	2013-2020	\$ 10,710.44	\$ 900	Vacant Land

<b>TOTALS</b>	<b>\$ 110,456.58</b>	<b>\$ 370,382</b>
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## **Real Estate Terms and Conditions-MHM Bulk Real Estate Auction ending May 17, 2021.**

- If you are the high bidder, you will receive an email with a Contract, Registration form and Bid Acknowledgment form that needs to be signed and emailed back by May 17, 2021 at 5 pm.
- 10% Buyers Premium will be added to determine final contract price.
- A 10% of the contract price or \$10,000 non-refundable down payment, whichever is greater must be received within 24 hours of the close of the auction with the balance due at closing within 30 days.
- No financing contingencies will be entered into the contract.
- Property is being sold "AS IS, WHERE IS" with no warranties, expressed, implied or otherwise.
- Property will be sold with a QUIT CLAIM DEED ONLY.
- Buyer will be responsible to record all deeds as appropriate.
- Buyer must close within 30 days BY JUNE 15, 2021.
- Buyer will be responsible for all closing costs, estimated at \$75 per property for the preparation of the Quit Claim Deed.
- Buyer is responsible for wire transfer fees.
- Name of purchaser on contract must be the name of the winning bidder or entity which the winning bidder legally represents. NO EXCEPTIONS.
- This sale is not contingent on or subject to financing, appraisal, survey, or inspections of any kind.
- Any and all inspections that the buyer may want, must be done at the buyer's expense prior to the auction. Inspections are done at the risk of the inspector and the inspector may not breach the peace in conducting any inspection.

### **DISCLAIMER:**

- All information regarding the description of the property is derived from sources deemed reliable but not warranted.
- Information is believed to be correct to the best of our knowledge but is subject to independent inspection and verification by all parties relying on it.
- Sellers, their representatives and auctioneer/agent shall not be liable for inaccuracies, errors, or omissions.
- All square footage and other dimensions are approximate.

### **Buyer/Broker information:**

Commission will be paid to any properly licensed buyer's broker who registers a successful buyer according to the Broker Participation Guidelines. Broker registration forms are available on our website or from the company office. Broker must be registered 48 hours prior to the Auction Closing Date and Time. Brokers/Agents are not entitled to a commission if they are the purchaser in any way.

**AUCTION REGISTRATION FORM**
 Bidder # \_\_\_\_\_ Date: \_\_\_\_\_  
 DL Lic. # \_\_\_\_\_

 12472 Lake Underhill Rd., Ste 312  
 Orlando, Florida 32828  
 Office (407) 275-6853  
 www.ewaldauctions.com


NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BEST PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

How did you hear about the auction? Website Newspaper Internet Signs Other: \_\_\_\_\_

**TERMS AND CONDITIONS OF AUCTION**

1. EVERYTHING IS SOLD "AS IS, WHERE IS". "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Sell only and are contained in the Purchase and Sale Contract.
2. ALL SALES ARE SUBJECT TO A 10% BUYER'S PREMIUM, ADDED TO THE BID PRICE.
3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida, and consent to the jurisdiction of such court in any suit, action or proceeding and waive any objections which may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by this Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.
4. The undersigned, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any injuries or damages arising from any activities associated with the auction, including but not limited to, the removal of auction items from the premises. Further, undersigned agrees to indemnify Auctioneer, Trustee and/or Seller from any claims brought by third parties against Auctioneer arising from or out of the Auction which are in any way attributable to any acts or omissions on the part of the undersigned.
5. The undersigned, in his or her individual capacity, personally guarantees payment of the gross bid.
6. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Auction Registration, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
8. All parties signing this Auction registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
9. It is further acknowledged by Buyer that this Auction Registration has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Individually and as \_\_\_\_\_ (Title)

Of \_\_\_\_\_

(Business Name)

**Bid Acknowledgement  
And Receipt for Deposit**

Bidder # \_\_\_\_\_

12472 Lake Underhill Rd., Ste 312  
Orlando, Florida 32828  
Office (407) 275-6853  
www.ewaldauctions.com



NAME: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
BEST PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

The undersigned (Hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:  
AUCTION PROPERTY#: All Properties in Bulk of the Real Estate Portfolio Auction, conducted by  
EWALD AUCTIONS, INC. concluding on May 16, 2021.

ALL Parcels (Bulk Bid Amount): Bid Price:	-	-	-	-	-	-	-	-	-	\$ _____
10% Buyer's Premium:-	-	-	-	-	-	-	-	-	-	\$ _____
Total Contract Price:	-	-	-	-	-	-	-	-	-	\$ _____
Cash or Cashier's Check Tendered:	-	-	-	-	-	-	-	-	-	\$ _____

- This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's Opening remarks.
- Statements made by personnel of EWALD AUCTIONS, INC., and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be correct and accurate, however, Ewald Auctions, Inc. has not made any independent determination to confirm the accuracy of such information.
- Buyer acknowledges that he or she has been given opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Ewald Auctions, Inc. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.
- The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.
- Whether such bid is accepted is subject to whether or not the sale is "ABSOLUTE".
- The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
- The agreement is binding upon the parties hereto and their heirs, successors and assigns.
- Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Bid Acknowledgement and all transactions contemplated by this Bid Acknowledgement shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida, without regard of principles of conflicts of law.
- Buyer, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to, the removal of auction items from the premises. Further, Buyer expressly releases Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in convection with the negligence or fault of others. Further, Buyer agrees to indemnify Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of the Auctioneer, its officers, directors, employees or agents.
- Buyer, in his or her individual capacity, personally guarantees payment of the gross bid.
- In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Bid Acknowledgement, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys fees and costs. Reasonable attorneys fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
- BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGEMENT OR THE AUCTION ITSELF.
- All parties signing this BID ACKNOWLEDGEMENT in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
- It is further acknowledged by Buyer that this Bid Acknowledgement has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Individually and as \_\_\_\_\_ (Title)  
Of \_\_\_\_\_  
(Business Name)



**Real Estate Purchase  
And Sale Contract**

12472 Lake Underhill Rd., Ste 312  
Orlando, Florida 32828  
Office (407) 275-6853  
www.ewaldauctions.com



**THIS PURCHASE AND SALE CONTRACT**, made and entered into this 16<sup>th</sup> day of May, 2021

By and between

KI Consulting, LLC, Ingersoll Financial No. 41 Land Trust, Ingersoll Financial No. 42 Land Trust & Midwest Home Management, LLC

NAME

hereinafter referred to as "SELLER" and

NAME	ADDRESS	PHONE
NAME	ADDRESS	PHONE

hereinafter referred to as "BUYER".

WITNESSETH:

That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in The various locations as outlined on attached Exhibit A together with all improvements thereon, more particularly described as follows:

See Attached Exhibit A

and being the same as described in the various deeds in the Bidder Information Package associated with this auction.

The BUYER agrees to pay therefore the sum of: \$ \_\_\_\_\_ bid price, plus the 10% Buyer's Premium of \$ \_\_\_\_\_, which equals the contract price of \$ \_\_\_\_\_, therefore:

\$ \_\_\_\_\_, contract price to be paid as follows:

\$ \_\_\_\_\_, cash, the receipt of which is hereby acknowledged, and which is deposited in Ewald Auctions, Inc. escrow account or TBD escrow account and,

\$ \_\_\_\_\_,

\$ \_\_\_\_\_,

\$ \_\_\_\_\_, Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on or before June 15, 2021, unless extended by other provisions of this contract; and possession of the subject real estate shall occur upon delivery of deed.

SELLER agrees to pay NO taxes, neither current nor delinquent

BUYER agrees to pay ALL taxes, both delinquent, current, and thereafter

**Proceed of Sale; Closing Procedures:** The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in Ewald Auctions, Inc., The Closing Agent Title Company, or other designated title company or attorney (collectively, "Escrow Agent") for a period of not more than 5 days after the closing date. If Seller is unable to issue the QUIT CLAIM Deed as Disclosed, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the lack of a Quit Claim Deed and Seller shall have 30 days from the date of such notification to issue the Quit Claim Deed. If Seller fails to timely issue the Quit Claim Deed, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

**Escrow:** Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent.

**FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Auctions, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to provide a Quit Claim Deed, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires an extension of time in order to close the sale, the Buyer shall pay an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

**CONVEYANCE:** Seller shall convey title to the Real Property by QUIT CLAIM DEED ONLY, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an "AS IS, WHERE IS" basis. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality.

**EASEMENTS AND RESTRICTIONS:** The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.

**JURISDICTION:** Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.

All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.

BUYER SHALL PAY ALL CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE.

This contract may not be assigned unless by written mutual consent of both the Buyer(s) and Seller.

**BUYER AND SELLER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.**

\_\_\_\_\_  
(Seller: Keith Ingersoll) (Date)  
Social Security or Tax I.D. # \_\_\_\_\_

\_\_\_\_\_  
(Seller) (Date)  
Social Security or Tax I.D. # \_\_\_\_\_

\_\_\_\_\_  
(Buyer) (Date)  
Social Security or Tax I.D. # \_\_\_\_\_

\_\_\_\_\_  
(Buyer) (Date)  
Social Security or Tax I.D. # \_\_\_\_\_

Ewald Auctions, Inc.

Witness

**Sales and Purchase Contract dated May 16, 2021**

**Exhibit A - List of Properties**

<b>ID#</b>	<b>Address</b>	<b>City</b>	<b>County</b>	<b>State</b>	<b>Parcel ID Number</b>
<b>READY TO SELL</b>					
6	1022 S Academy St.	Galesburg	Knox	IL	99-15-380-006
20	1122 16th Ave.	Rockford	Winnebago	IL	11-35-230-011
28	1309 Maryland St.	Gary	Lake	IN	45-08-10-182-003.000-004
29	1767 Van Buren St.	Gary	Lake	IN	45-08-09-411-006.000-004
36	1133 Garrard St.	Covington	Kenton	KY	054-24-24-012.00
54	2112 69th St.	St. Louis	St. Louis	MO	16H541010
100	506 Rice St.	Springfield	Clark	OH	34007000344220406'
104	3409 Maple St.	Toledo	Lucas	OH	0710081'
106	911 Kingston Ave.	Toledo	Lucas	OH	12-00831
111	1106 Paul Fredrick St.	Luling	St. Charles	LA	103200D00054
115	800 Klere St.	Duquesne	<a href="#">Allegheny</a>	PA	306D318
117	2704 Forest St.	McKeesport	<a href="#">Allegheny</a>	PA	0460-N-00210-0000-00
119	1251 Kenneth Ave.	Kensington	Westmoreland	PA	2403110259'
121	212 Chester Ave.	Pittsburg	<a href="#">Allegheny</a>	PA	46-J-273
122	678 N 2nd St.	Pottsville	Schuylkill	PA	68-13-0144.00
123	148 1st Ave.	Sharon	Mercer	PA	2 B 61



Lic RE Broker●AB3381●AU1340

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# AUCTION BACKUP BUYER REQUEST FORM

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In the event that any of the properties do not close, please contact me immediately.

**Bidder No.** \_\_\_\_\_ **Amount of Bid:** \_\_\_\_\_

**Property:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone:** (\_\_\_\_) \_\_\_\_\_ **Other :** (\_\_\_\_) \_\_\_\_\_

**Signature:** \_\_\_\_\_



## **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

### **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### **Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### **Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date



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## **RADON GAS DISCLOSURE**

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**RADON:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from the county public health unit.

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Buyer**

\_\_\_\_\_  
**Date**

# **Bid Rigging is a Felony**

**Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.**

Section 1 of the Sherman Act (15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment.

Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the  
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