Form No. 1 NCR

CONTRACT FOR SALE OF REAL ESTATE AND PERSONAL PROPERTY AT PUBLIC AUCTION

This agreement made and entered into this THIRTY FIRST day of MAY of 20 13

I or we hereby grant unto FINDLEY AUCTIONEERS (name of auctioneer)

the exclusive right and authority to sell at public auction the following described ~~real estate~~ and personal property

To-wit: FRANKLIN CITY SURPLUS (description)

AUCTION TIME - 10:00 A.M.

WE RECOMMEND ADVERTISE IN INDIANAPOLIS SUNDAY STAR, DAILY JOURNAL, AUCTION ZIP & FINDLEY AUCTIONEERS WEB SITE.

LUNCH SERVED BY R+J

and as set out in Exhibit A hereto attached and made a part hereof by reference. Located 2851, 2871 N. MORTON ST. (POLICE/STREET DEPARTMENTS)

City of FRANKLIN County of JOHNSON State of INDIANA

Auction or auctions shall be conducted at (location)

upon the following dates AUGUST 10 2013

Terms on Personal Property CASH OR CHECK Terms on Real Estate N/A

Taxes to be paid as follows N/A

Possession

Said Sale shall be made free and clear of all encumbrances, except as follows.

REAL ESTATE

Mortgage	Address	Unpaid Bal.
1. N/A		
2.		

PERSONAL PROPERTY

Mortgage of Lien Holder	Address	Unpaid Bal.
1. N/A		
2.		
3.		

I or we agree to furnish a complete abstract of title showing a good and merchantable title to said Real Estate, or an owner's policy of Title Insurance for the sale price of said Real Estate, and agree to execute and deliver a good and sufficient Warranty Deed or land contract on the above Real Estate.

The undersigned hereby warrant that he or they is or are the sole and only owner or owners of the property above described and that the within mentioned liens and encumbrances are the only encumbrances against said property.

I or we agree to pay to unto FINDLEY AUCTIONEERS 5% OF THE GROSS AUCTION. FINDLEY AUCTIONEERS WILL ALSO COLLECT A 10% BUYERS PREMIUM. (name of auctioneer and amount to be paid as commission)

Clerk and Cashier charges shall be paid by: OWNER Advertising costs shall be paid by OWNER

Further Conditions ANY QUESTIONS - CONTACT WADE @ (317) 691-2234 AUCTIONEERS & CITY EMPLOYEES TO SET UP AUCTION (if none - state none)

I or we agree that all expenses incurred for advertisement, promotion and of conducting said Auction as above agreed, shall be paid from the proceeds of said Auction, and said expenses shall be first deducted therefrom before payment of said encumbrances and liens.

This contract is enforceable without relief from valuation and appraisement laws and with attorney fees.

I or we have read the foregoing contract and thoroughly understand the contents thereof; I or we further represent the statements hereof are made by me or us and that the same are true to the best of my or our knowledge; that this contract contains and sets out the entire agreement of the parties.

It is mutually agreed that this contract is binding and obligatory upon me or us, our separate heirs, administrators, executors, assigns and successors in interest.

	Address	Telephone
Owner X		
Owner		
Representative X		

The undersigned accepts this Contract ~~for Sale of Real Estate at~~ Public Auction and agrees to the terms thereof this _____ day of _____, 20 _____.

Firm or individual Findley Auctioneers

Listing Agent Wade Findley