

**REAL ESTATE**

**PRELIMINARY TERMS AND CONDITIONS OF SALE**

Bishops Hall

605 Iowa Street, Oak Park, Cook County, Illinois 60302

Online Auction Ending Wednesday, April 17th, 2019, at 2:00 pm (CT)

**TARGET AUCTION & LAND COMPANY, INC.** (“Auction Company”/“Auctioneer”) has a contract with **Charles Tupta and Samuel Gevisenheit** (Hereinafter referred to as the “Seller”), to offer at online auction the Premier Estate also referred to as Bishops Hall Luxury Bed and Breakfast (“Property”) located at 605 Iowa Street, Oak Park, Illinois 60302, selling with a non-published reserve amount subject to Seller’s approval.

***THE PROPERTY IS BEING SOLD AS-IS AND WITH NO CONTINGENCIES***

***A 10% BUYER’S PREMIUM WILL BE ADDED TO THE WINNING BID TO DETERMINE THE TOTAL CONTRACT PRICE***

***BIDDING IS AVAILABLE BEGINNING WEDNESDAY, MARCH 20<sup>th</sup>, 2019***

**1) TERMS OF SALE**

- A) This is a CASH SALE with a TEN PERCENT (10%) down payment based on the Total Contract Price for the Property due on or before April 18<sup>th</sup> 2019, 4:00 pm. The successful bidder’s registration fee will be applied toward the required down payment. The balance remaining is due at closing within 30 days. This sale is not contingent upon Purchaser’s ability to obtain financing. No credit cards will be accepted.
- B) Any person bidding on behalf of another person or entity must have a valid, legally enforceable, unexpired Power of Attorney approved by Seller before the auction.
- C) By submitting a bid in the name of a business entity or corporation, the individual submitting the bid represents and warrants that s/he has the authority to bid and enters into a guaranty agreement whereby he or she personally guarantees payment of the bid amount.
- D) A 10% Buyer’s Premium will be added to the final bid to determine the total contract price paid by the Purchaser.
- E) If for any reason the high bidder fails or refuses to execute the Contract for Sale & Purchase (“Sales Contract”) and/or deposit the required down payment immediately after being confirmed the high bidder, the Seller reserves the right to declare the bidder’s rights forfeited and may resell the Property and retain the registration fee.
- F) No personal property, furnishings or equipment will be conveyed with the real estate.
- G) Possession of Property will be twenty-one (21) days after closing. However, if Purchaser buys the Furniture Package from the Seller, possession will be given fourteen (14) days after closing.
- H) SURVEY: The Property has not been surveyed for the Auction and will be selling by existing legal description. Should purchaser desire any survey work, it will be at purchaser’s option and expense, and will not affect the closing. If a survey shows a greater or lesser amount of acreage, the contract price will not be adjusted.

**2) PROPERTY DISCLOSURES**

- A) The Property is selling subject to all matters contained in the Title Commitment (which is available for review) including all restrictions, rights-of-way, easements of record, and any other items of record.
- B) Seller will convey all mineral, gas or oil rights applicable to the Property owned by Seller, if any.
- C) The Seller will convey the B&B corporation, Bishops Hall, Inc., to the Purchaser along with all rights to the logo, website, and book business.
- D) The existing built-in appliances will be conveyed with the Property.
- E) The Property is being sold unfurnished; however, the Seller will make items such as furniture, art work, carpets, china, silver, etc., available to the Purchaser at a predetermined price.
- F) The blinds/plantation shutters will be conveyed with the Property; however, the draperies will not be conveyed with the Property.
- G) The Property is selling “AS IS, WHERE IS”.
- H) One of the Sellers, Charles Tupta, is an actively licensed real estate agent in Illinois.

3) **PROPERTY INFORMATION**

- A) The Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances subject to the terms and conditions relating to such liens and encumbrances contained in the Sales Contract and the Title Commitment.
- B) The Property is selling “AS IS” and any CONTRACT IS NOT CONTINGENT upon, any statement of facts, an updated survey or personal inspection of the Property may reveal, any existing or proposed rights-of-way, prior reservation or conveyances, restrictive or protective covenants, easements, encroachments, rights or claims of parties in possession, zoning, building codes, permits, governmental agencies regulations, environmental conditions (including but not limited to wetlands, riparian, or littoral rights), flood zones, zoning or subdivision regulations, hazardous materials, water rights or water access, mineral rights or reservations, leases or tenancies, and subject to all title exceptions as set forth in the Title Commitment.

4) **PROPERTY INSPECTION**

- A) It is the Purchaser’s sole responsibility, before bidding, to 1) inspect the Property and the immediate surroundings, and to be satisfied as to its condition prior to bidding; 2) review all Property information; 3) independently verify any information deemed important including, but not limited to, information available in public records; and 4) inquire of public officials as to the applicability of and compliance with land use laws, zoning, building codes, health, sanitary, safety and fire codes, any environmental laws and regulations, and any other local, state or federal laws and regulations.
- B) All information contained in any and all promotional materials, including, but not limited to, square footages, acreage, dimensions, zoning, maps, taxes, income, etc., was provided by the Seller and is believed to be correct; however, neither the Seller nor the Auction Company makes any guarantee or warranty as to the accuracy or completeness of such information. Neither the Seller nor the Auctioneer is required to update any information.
- C) Any work performed by a potential bidder or on behalf of a potential bidder is solely at the expense and responsibility of the potential bidder.

**Purchaser and/or Purchaser’s Agent/Broker shall bear the responsibility to confirm all information relevant to the Property prior to bidding and/or for verifying all acreage and square footage amounts through public records.**

5) **BIDDER REGISTRATION**

- A) To register for online bidding, the bidder must (1) complete the required online registration found on the Property’s page on [www.targetauction.com](http://www.targetauction.com), (2) submit the required funds by wire transfer to **Law Office of Phyllis Price** and (3) be approved by Target Auction Company.
- B) **The funds required for online bidding are \$10,000.00 plus a \$35 wire transfer fee** will be made payable to **Law Office of Phyllis Price located at 30 N. Michigan Ave, Suite 1310, Chicago, IL, 60602, 312-379-0044**. Wire instructions will be provided. Should you not be the winning bidder, your registration fee (minus the additional return wire fee) will be promptly returned.
- C) The bid/offer made by the Bidder on auction day shall be binding on the Bidder.
- D) The winning bidder (the “Purchaser”) shall pay/wire the required TEN PERCENT (10%) down payment (based on Total Contract Price) to **Baird & Warner Escrow Account** by the end of next business day. Wire Instructions will be provided. The \$10,000.00 registration fee will be applied toward the ten percent (10%) down payment.
- E) The winning bidder (the “Purchaser”) shall execute and deliver to Auction Company a completed Contract To Sell and Purchase (the “Contract”) on auction day, together with all related Exhibits for such Property. The fully executed Sales Contract (together with all related Exhibits thereto) shall control all Terms and Conditions of Sale and constitute the entire agreement between Purchaser and Seller. NO CHANGES TO THE TERMS OF THE CONTRACT WILL BE PERMITTED. PURCHASER WILL BE REQUIRED TO ENTER INTO THE CONTRACT “AS IS” ON AUCTION DAY. **MaxBids** that are placed on the online bidding platform are private; however they can be seen by Auctioneer. Auctioneer reserves the right to bid on behalf of the Seller (on reserve auctions) up to the reserve amount. Seller has the right to modify the reserve at any time.

6) **CLOSING**

- A) **Closing shall be scheduled on or before Friday, May 17, 2019.** **Baird & Warner** shall deposit, in their Escrow Account, the down payment until closing of the Property. Closing will be completed by **Baird & Warner located at 1037 Chicago Ave., Oak Park, IL, 60307, 708-697-5900**. It is the Purchaser’s responsibility to schedule your closing. **Deadline to close is on or before Friday, May 17, 2019.**
- B) The proceeds due from the Purchaser at closing shall be in U.S. cash, locally drawn bank, certified or cashier’s check or confirmed wire transfer sent to **Baird & Warner**. Wire instructions will be provided.

- C) Seller will pay for preparation of the deed, title opinion/commitment, title insurance, and prorated taxes. Purchaser will be required to pay all other closing cost including but not limited to survey fees, recording fees, attorney’s fees, and loan/financing fees if any, etc. All taxes will be prorated to day of closing.
- D) If Purchaser is obtaining a loan to finance the Property purchase, Purchaser agrees not to use any lender that restricts the selling agents fee’s, commission, or any expense money that is due Target Auction Company. It is the Purchaser’s responsibility to inquire in advance of loan application/commitment with lender about any fee restriction to Seller’s agent. This sale is not contingent upon Purchaser’s ability to obtain financing.

**7) DEFAULT**

It is agreed by all parties that in the event the Purchaser fails to close and pay his/her balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the Earnest Money Deposit. In the event of any breach of the terms of this Agreement by Purchaser, the Escrow Agent is expressly authorized and instructed to disburse the Earnest Money/Deposit without the requirement of any further writing or agreement of the Seller and/or Purchaser. Any action taken after Purchaser’s default shall be solely at the Seller’s option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorneys fee.

**8) AUCTIONEER’S AGENCY DISCLOSURE**

The Auctioneer is acting exclusively as the agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Auctioneer is not acting as an Agent in this transaction for the Purchaser. Any third party Buyer Broker is not a Subagent of Auction Company.

**9) DISCLAIMER**

- A) Personal on-site inspection of the Property is recommended and bidders are advised to independently verify all information they deem important. This Property is being sold “as is, where is” and “with all faults”. The Seller, Auctioneer, and/or Auction Company have not made, do not make and will not make, and hereby disclaim any representation or warranty, whether expressed or implied or statutory, whether oral or written, with respect to the Property, including, without limitation, any warranty as to their value, condition, suitability, merchantability, marketability, operability, tenant ability, habitability, zoning or subdivision regulations, income, mineral rights, environmental condition, soil condition, sink holes or percolation, compliance with any building code, safety and health codes, or other governmental agency rules or regulations, or fitness for a particular use or purpose. No guarantees are given as to the availability of utilities or accesses or the permitted or allowable uses on the Property.
- B) Neither the Seller, its attorneys, any broker, nor the Auction Company shall be liable for any relief including damages, rescission, reformation, allowance or adjustments based on the failure of the Property, including, but not limited to, amount of square feet, acreage, zoning, and environmental or hazardous conditions to conform to any specific standard or expectation, or any third party documents or information.

**10) EQUAL OPPORTUNITY CLAUSE**

All bidding is open to the public. The Property is available to qualified Purchaser(s) without regard to race, color, religion, sex, familial status, national origin, or physical handicap.

**11) AUCTIONEER’S NOTE**

- A) All decisions of the Auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding and any other matters that may arise before, during, or after the auction. auctioneer reserves the right to deny any person to participate in the auction or expel anyone from the auction whom attempts to disrupt the auction.
- B) All announcements made auction day supersede any prior oral or written statements. The Seller reserves the right to add to or delete all or a portion of the Property prior to commencement of the bidding, by gavel of Auctioneer, for that Lot or portion of the Property, before or at the Auction. Target Auction may at its discretion, change or modify any part of the sales contract or terms of sale at any time prior to contract without further notice to any Bidder or Purchaser.

**12) LIABILITY**

ALL PERSONS WHO ATTEND THE SALE OR VIEW PROPERTIES DO SO AT THEIR OWN RISK. NEITHER THE SELLER AND/OR TARGET AUCTION COMPANY NOR ANY OTHER PERSON CONNECTED WITH THE SALE ASSUME ANY LIABILITY LEGAL OR OTHERWISE, FOR ANY ACCIDENTS WHICH MAY OCCUR. TARGET AUCTION COMPANY IS ACTING AS SELLING AGENT ONLY.

13) **SIGNATURES**

Electronic Signatures and Facsimiles shall serve as valid authority for this document and all documents pertaining thereto.

14) **COUNTERPARTS**

This contract may be executed in counterparts, each of which is deemed an original and together constitute one document.

**By signing below, each Purchaser(s) and Seller(s) acknowledge that: this ‘Exhibit A’ consists of four pages, has read and understood same; these terms are made a part of the CONTRACT FOR SALE AND PURCHASE.**

**Executed by Purchaser(s) on April 17th, 2019**

**X** \_\_\_\_\_  
Purchaser

**X** \_\_\_\_\_  
Purchaser

**Executed by Seller(s) on April 17th, 2019**

\_\_\_\_\_  
Charles Tupta

\_\_\_\_\_  
Samuel Gevisenheit