



EPIC AUCTIONS and ESTATE SALES, LLC
Pre-Auction Offer to Purchase

Dated: _____

1. BUYER(s), _____, hereinafter called "BUYER", whose address is _____, offers to buy from SELLER, **the Estate of Carla Maureen Sander (Margaret Sander, Personal Representative)** hereinafter called "SELLER", the following real property located in the City/Town/Village of **Leland**, County of **Leelanau**, State of Michigan, legally described as:

Part of Block 27 in the recorded plat of the Village of Leland, Leelanau County, Michigan according to the recorded plat thereof as recorded in Liber 1 of Misc Records, Leelanau County Records, being in Section 9, T30N, R12W, Leland Township, Leelanau County, Michigan described more fully as follows: Commencing at the Southeast corner of said Block 27; thence North 00°21'00" West along the Westerly right of way line of Grand River Avenue 133.72 feet (recorded as 133.95 feet) for the point of beginning; thence continuing North 00°21'00" West along said right of way line 190.91 feet (recorded as 191.00 feet) to the Southerly right of way line of Pearl Street; thence North 68°38'16" West along said Southerly right of way line 55.59 feet (recorded as North 68°38'00" West 55.63 feet) to the centerline of vacated street known as Third Street (vacation recorded in Liber 220, Pages 72-75 and Liber 220, Page 76); thence South 21°29'57" West along said centerline 177.21 feet (recorded as South 21°26'30" West 177.30 feet); thence South 68°34'00" East 126.64 feet (recorded as 126.78 feet) to the point of beginning.

More Commonly Known As: **109 N Grand Ave, Leland, MI 49654**

Parcel No.: **009-750-271-00**

This property is sold subject to any and all existing building and use restrictions, zoning ordinances and easements, if any. The property includes all buildings: GAS, OIL AND MINERAL RIGHTS WHICH MAY BE OWNED BY SELLER, all attached fixtures, and any furnishings that remain on the date of closing.

EXCEPTIONS OR ADDITIONS: **NONE**.

2. The offered price will be \$ _____ PLUS the 10% Buyer's Premium of \$ _____ that added together equals the final sales price of \$ _____.
3. METHOD OF PAYMENT: ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF U.S. CASH, WIRE TRANSFER, CERTIFIED CHECK, CASHIER CHECK OR BANK MONEY ORDER.
4. FINANCING: This purchase is not contingent upon Purchaser obtaining financing. There are no Buyer's Contingencies.
5. PRORATED ITEMS: Interest, rents, association fees, insurance if assigned, will be current and prorated to the date of Closing.
6. SPECIAL ASSESSMENTS and TAXES:
- SPECIAL ASSESSMENTS which are or become a lien on the property on or before date of Closing of this Agreement will be paid by the SELLER.
 - TAXES will be treated as if they cover the calendar year in which they become a lien. TAXES which become a lien in years prior to year of Closing will be paid by SELLER without proration. TAXES which become a lien in year of Closing will be prorated so that SELLER will pay taxes from the first of the year to closing date and BUYER will pay taxes for balance of year, including day of Closing. If any bill for taxes is not issued as of the date of closing, the then current S.E.V. and tax rate and any administrative fee will be substituted and prorated.

Buyer Initials _____

7. CLOSING COSTS

- a. BUYER WILL PAY FOR all closing costs.
- b. SELLER WILL PAY any outstanding assessments or prorated taxes owed up to the date of closing.

8. TITLE. If defects exist, SELLER will have 90 days after receiving written notice to remedy the defects. After the 90 days, SELLER will refund the deposit in full termination of the contract if unable to remedy the defects.

9. BUYER AND SELLER ACKNOWLEDGE THAT EPIC AUCTIONS & ESTATE SALES, LLC IS ONLY ACTING AS THE SELLER'S AGENT.

10. SALE must be closed within calendar 45 days. Seller reserves the right to extend the date of closing related to issues with the estate.

11. OCCUPANCY. The SELLER will deliver, and the BUYER will accept possession of, the property at Closing.

12. AUCTION TERMS: BUYER ACKNOWLEDGES THAT THEY ARE BOUND BY THE AUCTION TERMS AND CONDITIONS THAT WERE PROVIDED AND AGREED TO PRIOR TO REGISTERING TO BID. BUYER HAS PERSONALLY EXAMINED THIS PROPERTY AND AGREES TO ACCEPT IT "AS IS" AND IN ITS PRESENT CONDITION WITH ANY DEFECTS NOTED OR NOT NOTED AND AGREES THAT THERE ARE NO ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS EXCEPT AS SPECIFIED HEREIN.

13. SELLER'S DISCLOSURE. Seller is exempt from providing a written Seller's Disclosure pursuant to Section 565.953(d) of the Michigan Seller Disclosure Act 92 of 1993. Seller is a non-occupant fiduciary administering the settlement of the decedent's estate.

14. BUYER DEPOSITS: If seller accepts this written offer, Buyer will cause to be deposited a **\$10,000** non-refundable earnest money deposit showing BUYER'S good faith in Auctioneer's trust account, which will be applied as part of the purchase price at closing, within 24-hours via certified bank cashier's check delivered in person, via overnight mail, or via wire transfer. If title is not marketable or insurable, this deposit is to be refunded to Buyer. In the event of default by BUYER, all deposits made may be forfeited as liquidated damages at SELLER's election; or SELLER may retain such deposits as part of payment of the purchase price and pursue his/her legal or equitable remedies against BUYER.

15. BUYER AND SELLER agree that any dispute related to this contract shall be first subject to mediation by a recognized professional mediator. If the parties cannot reach a binding agreement in mediation, they have the right to use other legal remedies.

16. BUYER will not assign this Agreement without written consent of SELLER.

17. Make Deed to: (Please Print) _____ (This can be changed by Buyer prior to closing.)

The purchaser has read, fully understands, and approves the foregoing offer.

Dated: _____

Buyer: _____

Buyer Printed Name: _____

Buyer Phone Number: _____

Buyer Email Address: _____

Buyer: _____

Buyer Printed Name: _____

Buyer Phone Number: _____

Buyer Email Address: _____

Witness/Buyer's Agent: _____

Witness/Agent Printed Name: _____

Buyer's Agent Phone Number: _____

Seller acknowledges receipt of Buyer's written offer and accepts it as presented.

Dated: _____

Seller: _____

Seller: _____

Seller acknowledges receipt of Buyer's written offer and denies it as presented.

Dated: _____

Seller: _____

Seller: _____

Seller acknowledges receipt of Buyer's written offer and counteroffers as stated below:

Dated: _____

Seller: _____

Seller: _____

Buyer Initials _____