



## ONLINE REAL ESTATE TERMS

**The following are a summary of the terms for the real estate auction. Please review the terms for each property as terms can differ from property to property. This summary is in addition to the Site User terms indicated in the registration process and is provided for the convenience of the bidder. The complete terms which will govern the sale of the real estate can be found in the contract for the sale of the real estate also referred to as the BUY/SELL agreement and can be found on each property's website. Bidders should review that document prior to bidding to familiarize themselves with those terms.**

**Terms:** These Online Real Estate Terms are being promulgated in connection with the Bankruptcy Court authorized auction sale of the real property located at 5500 Portage Road, Portage, Michigan 49002, Parcel 10-00002-035-D (the "Property"). The seller is Salvatore LaMonica, solely in his capacity as Chapter 7 trustee (the "Seller" or "Trustee") of the estate of Peter J. Gould, whose Chapter 7 case is pending before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), assigned case number 15-10544 before the Honorable Shelley C. Chapman, United States Bankruptcy Judge, and in his capacity as the sole shareholder, president, and sole member of the board of directors of Portage Partners, Inc., and in accordance with Orders of the Bankruptcy Court dated August 1, 2017 [Doc. No. 334] and \_\_\_\_\_, 2017 [Doc. No. \_\_\_\_]. The sale of the Property is being conducted pursuant to sections 363(b), (f), and (m) of the Bankruptcy Code and is subject to approval by the Bankruptcy Court.

**Deposit for Real Estate:** A deposit of ten percent (10%) of the purchase price or \$5,000, whichever is greater (the "Deposit"), will be required of the successful bidder (the "Successful Bidder" or "Buyer") within 48 hours of the conclusion of the auction. If the Property sells for less than \$5000, then the Deposit due will be the bid price plus a \$1000 premium. A LASTBIDrealestate representative will contact you if you are the Successful Bidder to coordinate the Deposit and execution of the BUY/SELL agreement. Wire transfer, bank check, and cashier's check are accepted for the deposit. This deposit is NOT refundable if you the Buyer do not carry through with the purchase. Your bidding IS NOT conditional upon financing, so be sure you have arranged financing if needed and are capable of paying in full on the Closing Date (as defined below).

**Buyers Premium:** A buyer's premium of \$1000 or 6%, whichever is greater, will be added to the high bid and charged as a transaction fee to the Buyer ("Buyer's Premium"). The Buyer's Premium shall be paid by the Buyer within 48 hours of the conclusion of the auction. Wire transfer, bank check, and cashier's check are accepted for the Buyer's Premium. The Buyer's Premium is NOT refundable to the Buyer if the Buyer does not carry through with the purchase.

**Conditions:** All properties are sold "AS IS WHERE IS" with no representations or warranties of any type expressed or implied as to the merchantability, usability, fitness for a particular purpose, or any matter of whatsoever type or nature. Potential buyers should inspect all properties before placing any bids. Any improvements which may need to be done will be the responsibility of the Buyer. All information advertised or stated was derived from sources believed to be correct but is not guaranteed. The sale of the Property is NOT contingent upon financing, acceptable post-auction inspection, acceptable environmental reports, surveys, use requirements, other property sales and purchases, or any other matter whatsoever. The auction company retains the right to place bids on the behalf of any buyer, employee, principal, or seller. All property dimensions are only approximations. No new surveys or perk tests have been completed. Any surveys or perk tests desired will be the sole cost and responsibility of the Buyer and are not a contingency of the sale. The property will be sold subject to any easements and building and use restrictions of record. The Property will be sold free and clear of all liens of record, unless otherwise stated.

**Inspection:** Buyers shall rely entirely on their own information, judgment, and inspection of the Property and records. Buyers can and should inspect prior to the auction. Acceptable inspection after the auction is not a contingency of your bidding so be sure you have inspected the Property to your satisfaction prior to the auction. LASTBIDrealestate cannot provide inspection or access to the Property after the auction until the closing. Please note the advertised Open for Viewing times.

**Closing:** The balance of the purchase price will be due within 30 days of entry of an order of the Bankruptcy Court approving the sale of the Property to the Buyer or 10 days of all paperwork being ready for closing, whichever is later (the "Closing Date"). If the closing of the sale is delayed by reasons of delays in the title work, or by title defects which can be readily corrected, a



further period of sixty (60) days shall be allowed for closing at the sole and absolute discretion of the Seller. Buyer will receive possession at closing. Closing fees of approximately \$350 will be divided evenly between the Buyer and Seller. In connection with the Closing, the Successful Bidder is hereby given notice that, and expressly acknowledges that, **TIME IS OF THE ESSENCE WITH RESPECT TO THE SUCCESSFUL BIDDER'S OBLIGATION TO PAY THE BALANCE OF THE PURCHASE PRICE ON THE CLOSING DATE. FAILURE BY THE SUCCESSFUL BIDDER TO PAY THE BALANCE OF THE PURCHASE PRICE ON THE CLOSING DATE WILL RESULT IN THE SELLER RETAINING THE DEPOSIT AND BUYER'S PREMIUM AS LIQUIDATED DAMAGES AND THE TERMINATION OF THE SUCCESSFUL BIDDER'S RIGHT TO ACQUIRE THE PROPERTY.**

***Taxes and Assessments:*** Real property taxes, water, sewer, utility, or other customary adjustments shall be prorated through the Closing Date with the Seller responsible for the amounts due up to the Closing Date, and the Buyer responsible for all amounts due thereafter. The Buyer will assume any dues or assessment balance which remains after the Seller pays for any dues or assessment installments which are due and payable on or before the Closing Date. All applicable Michigan State, Kalamazoo County, or other real property transfer taxes, if any, incurred by the transfer of the Property shall be paid at closing by the Buyer, and the Buyer expressly acknowledges same.

***Deed and Title Insurance:*** Seller will provide at their cost, a Trustee's deed to the property. The quality of title shall be that which any reputable title insurance company is willing to approve and insure, and shall be obtained by the Buyer at the Buyer's sole expense. In the event the Buyer is unable to obtain title insurance, then the Trustee, in his sole discretion, shall have the option to obtain title insurance on behalf of the Buyer at the expense of the Buyer to be paid at closing.

***Buyers Note:*** If you are the Successful Bidder, you must execute the BUY/SELL Agreement and pay the Deposit and Buyer's Premium within 48 hours of the conclusion of the auction. Individual purchases are to be considered as singular transactions, not contingent on any other purchases of properties on the auction. The ability to obtain financing is NOT a contingency for any bid or for the sale. Properties will be sold subject to the acceptance or rejection of the high bid by the Seller within 10 days of the conclusion of the auction unless specifically stated that it is selling with No Minimums or Reserves. The auction will be conducted at the sole discretion of the auctioneer and the Seller and any bids may be recognized at their discretion. Any exceptions to the above terms will be noted in the Additional Announcements information for each property.

***Additional Buyer Costs:*** Unless otherwise stated, in addition to the Bid Price, the Buyer will be responsible for the Buyer's Premium, one half of the closing costs charged by the title company (approximately \$200), and any post Closing Date real estate taxes and assessments.