

PURCHASE AND SALE AGREEMENT

Real Property Auction

Listing Agent:

Alaska Auction Co. Duane Hill – Broker #16169

1233 E. 76th Ave
Anchorage, AK 99518-3222
(907) 349-7078, (907) 349-9872 fax

Selling Agent:

Christine Hill

Date:

Buyer/Bidder:

Seller:

Subject to and on the terms and conditions herein set forth, Seller hereby agrees to sell, assign and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, all of Seller’s rights, title and interest in and to the real property and improvements (hereinafter collectively the “Property”) as described below.

I. SUBJECT PROPERTY:

Real property and improvements situated in the _____ Recording District, _____ Judicial District, State of Alaska commonly known as _____, and legally described as _____.

II. PURCHASE PRICE:

1. The Buyer/Bidder has bid at a live auction to purchase the subject property at a Purchase Price of \$_____ to be paid in cash at closing.
2. The Buyer/Bidder has deposited into the trust account of Alaska Auction Company the sum of \$10,000___ as earnest money and part payment for the Property. **THIS EARNEST MONEY IS NON-REFUNDABLE TO THE BUYER/BIDDER, EXCEPT IN THE CASE THE SELLER IS UNABLE TO TRANSFER TITLE IN THE SAME CONDITION AS PORTRAYED IN THE PRELIMINARY COMMITMENT FOR TITLE AVAILABLE FOR BUYER/BIDDER’S INSPECTION PRIOR TO THE AUCTION, IN THE EVENT THE BUYER/BIDDER SHALL FAIL TO CLOSE THIS TRANSACTION OR OTHERWISE DEFAULT UNDER THE TERMS OF THIS AGREEMENT.** The Buyer/bidder’s earnest money is applied to the purchase price.

Initials _____

III. CONTINGENCIES:

1. **Properties bought at Auction shall have no contingencies except the following:**
 - a. Seller shall provide a Preliminary Commitment for Title for the Property which shall be available for potential buyer/bidders to download and review on the website www.alaskaauction.com prior to the day of the auction. As of the date of closing the title to the subject property shall be in as good a condition or better than the condition portrayed in the Preliminary Commitment for Title. In the event the title to the Property has deteriorated from that portrayed in the Preliminary Commitment for Title, then the Buyer/Bidder shall have the option to accept such condition of title and close this transaction or terminate this transaction with written notice to the Seller and receive a full refund of the earnest money on deposit.

2. **The closing of this transaction shall not be contingent upon an appraisal. In the event Buyer/Bidder's lender requires an appraisal the Buyer/Bidder shall pay for such appraisal and agrees to complete the purchase of the Property at the Purchase Price regardless of the value arrived at by the appraiser.**

Initials _____

3. **The closing of this transaction shall not be contingent upon Buyer/Bidder obtaining financing. Buyer/Bidder should have financing, if desired, in place prior to bidding at auction and/or cash available to complete the purchase.**

Initials _____

4. **The closing of this transaction shall not be contingent upon an inspection or other due diligence investigations. Buyer/Bidder should, prior to the day of the auction, review all the information available for the Property on the website at www.alaskaauction.com, inspect the Property during the Property preview; research the public records for zoning information, utility information, covenants, conditions or restrictions; research the public records at the Alaska Department of Environmental Conservation for environmental conditions, if any; and conduct any other research or investigations desired. The Property will be sold at auction in its "AS IS, WHERE IS" condition with no warranty, expressed or implied by the seller, auctioneer or broker. The Buyer assumes the risk that all or part of**

the Property will be inadequate, inappropriate or unusable for the purposes intended by the Buyer. As of the time a Buyer shall take title to the property, the Buyer will be considered to have assured him/herself that the Property is suitable for the purposes to which they intend to put it. The Buyer expressly and unequivocally assumes the risk that subsequent events or undiscovered, unknown conditions will make the Property unsuitable for those intended purposes. The Buyer acknowledges that improvements to the Property are not new, but rather are used, and the Buyer accepts the risk that there may be unknown, and even undiscoverable defects to the improvements to the Property. The Buyer expressly acknowledges that the Property and improvements are being sold in its present "as is" condition with no warranties, expressed or implied of Seller and/or Seller's Agents. Any material information about the Property known by the Seller or Agent will be disclosed to the Buyer.

Initials _____

IV. TERMS AND CONDITIONS:

1. Seller hereby sells and Buyer hereby purchases the Property subject to the lease(s) now in place, if any.
2. This transaction shall close within twenty (20) days following the day of the Auction.
3. Possession shall be given to the Buyer upon recording of the deed.
4. Seller shall pay the no closing costs.
 - e) Real estate commission to Alaska Auction Company as per separate listing agreement
 - f) Auction Advertising
 - g) All Auction related costs
 - h)
5. Buyer shall pay the following closing costs:
 - a) recording fee
 - b) documentation preparation fee
 - c) escrow closing fee
 - d) Home Inspection

- e) Standard Owners Title Insurance Policy and Preliminary Commitment for Title Insurance
 - f) Own attorney fees
 - g) Tax Registration
 - h) Loan origination and application fees
 - i) All other lender fees customary for similar financing
 - j) ALTA title insurance policy required by Lender
 - k) Appraisal fee
 - l) Phase I Environmental
 - m) Alyeska Title company will be the company used to process the closing.
6. Seller agrees to provide an original copy of the most recent appraisal to the Buyer, if available, which shall become the property of Buyer upon closing, at no costs to Buyer.
 7. Property taxes and insurance shall be prorated to the date of recording the deed. Rents, if any, shall be prorated to the date of recording the deed and the security deposits shall be transferred to the Buyer as a credit on the Settlement Statement if applicable at closing. Assessment levied against the subject property shall be paid by the Seller, except those that are payable in installments which shall be prorated to the date of closing and Buyer to assume the balance.
 8. Time is of the essence in this contract but either party may, with written notice, extend for a period not to exceed fifteen (15) days.
 9. Seller will furnish a good and sufficient Warranty Deed, showing title clear of encumbrances except conditions, restrictions, reservations and rights-of-way of record.
 10. This agreement is assignable in whole or in part with the express written consent of the Seller; however, in no event shall any such assignment consent to change the terms of this Agreement or delay the closing.
 11. This document and the referenced attachment(s), if any, consisting of ___ pages, contain the entire Agreement between the parties. There are no understandings, oral or written, which in any manner change or enlarge what is set forth herein. The plural shall include the singular. It may not be modified except in writing signed by both parties.
 12. It is mutually agreed upon by all parties that the Broker and/or their Agent

shall not be held liable in any manner whatsoever for damages arising from defaults or acts by or upon the part of either party to this Agreement. Brokers and/or their Agents make no representations that the improvements meet current building code, safety or other requirements.

- 13. In the event that the Broker is unable to determine to his satisfaction which party is responsible for failing to perform the requirements of the contract, the Broker shall request the parties to execute an Agreement for release of earnest monies to one or the other parties. Broker need not disburse earnest monies until an Agreement is signed. Alternatively, Broker may: (a) with Buyer's and Seller's consent, submit the matter to an agreed upon arbitrator; or (b) interplead the earnest money with the courts for determination of who is entitled to the earnest monies. The Broker shall be entitled to an award, from the earnest monies, of reasonable attorney's fee and cost for interpleading the earnest money.
- 14. Due to varied methods of measuring square footage, Broker makes no guarantee of the accuracy of figures quoted. Square footage should be independently measured by Buyer if exact calculations are desired.
- 15. Buyer and Seller agree that a facsimile transmission of any original document shall have the same effect as an original. Any signature required on an original document shall be completed when a facsimile copy has been signed, except for documents to be recorded which require original signatures. The parties agree that facsimile copies of documents shall be appended to the original thereof, integrated therewith, and given full effect as if an original.
- 16. The parties shall confirm the representation provided by the real estate agents in this transaction by execution Disclosure Regarding Real Estate Agency Relationships, whichever is appropriate, simultaneously with the execution of this Agreement and such agency agreement shall be appended to and become a part of this Agreement.
- 17. This transaction shall close in the escrow office of the title company who provided the Preliminary Commitment for Title or such other location as may be agreed upon between the parties in writing.
- 18. Name of Broker: Alaska Auction Company – Duane Hill - Broker

By: _____

Date _____

Initial (B) _____
Initial (S) _____

Name of Broker: _____

By: _____

Date _____

19. Seller covenants and warrants that, to the best of Seller's knowledge, except for covenants, conditions, restrictions recorded against the property and matters of title to be revealed in the Preliminary Commitment for Title, there are no other unrecorded or pending matters or agreements, written or verbal, which affect the use, continued use, full use, future use, or value of the Property.
20. In the event of loss or damage to the Property by fire or other casualty prior to closing, or in the event a proceeding is instituted or threatened prior to closing for the taking of all or any portion of the Property under the power of eminent domain, Buyer shall have the right, by giving written notice to Seller within seven (7) days after the date of receipt of written notice of such casualty or taking, either to (i) consummate the purchase and sale in accordance with this Agreement, in which event Seller shall deliver to Buyer at closing an assignment to Buyer of all the right, title and interest, if any, which Seller may have in (A) the insurance payable under all insurance policies kept or maintained by Seller as a result of or in connection with such casualty and (B) the award payable by reason of the taking and concurrently therewith deposit into escrow the amount of any and all such proceeds or awards theretofore received by Seller; or (ii) terminate this Agreement effective as of the date such notice of termination is given to Seller, rendering this Agreement null and void with no further force or effect on the parties and the Buyer's earnest money, plus interest earned, shall be returned to Buyer, without demand, within 30 days of such termination.
21. Each party represents that it has had an adequate opportunity to consult with its own tax, legal and other advisors prior to executing this Agreement. This Agreement is initially drafted by Alaska Auction Company for the convenience of and with full disclosure to both parties. Buyer and Seller will have their own attorneys review this Agreement prior to signing and thus this Agreement when executed shall represent the agreement of the parties and the rule of construction that ambiguities are construed against the drafter shall not apply.
22. Attorneys' Fees: In the event either party brings an action at law or in equity to enforce or interpret or seek redress for breach of this Agreement, the prevailing party in such action shall be entitled to its litigation expenses and reasonable attorney's and witness fees in addition to all

other appropriate relief.

- 23. **Governing Law; Jurisdiction.** This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Agreement, the same shall be commenced in the Superior Court of the State of Alaska, Third Judicial District at Anchorage, Alaska. Buyer and Seller agree specifically that venue and jurisdiction in that court are proper, and further agree to submit themselves to the jurisdiction of that court as a result of any matter arising under this Agreement. Buyer and Seller shall neither claim that said forum is an inconvenient forum.
- 24. **Time of Essence:** Except as otherwise specifically provided in this Agreement, time is of the essence of this Agreement and each and every provision hereof.

ACCEPTANCE BY BUYER

I / We understand that this is a legally binding contract. Buyer is the successful Bidder in a Live Auction held on June 17, 2015, and hereby tenders his/her/its offer to purchase the subject property on the terms contained herein. Buyer confirms that he/she/it has read and understands the terms, conditions and provisions contained herein and knowingly agrees to each, and further warrants that he/she it has entered into this Agreement based on his/her/its own independent research and investigation of the subject property.

Buyer herein acknowledges that this agreement has significant legal and financial consequences and that he/they have been advised to seek independent legal and financial counsel. The broker or agent cannot give legal advice.

Buyer: _____

Buyer: _____

Date: _____

ACCEPTANCE BY SELLER

We accept the foregoing offer and agree to sell and convey the property described on the terms and conditions herein stated. We understand that this is a legally binding contract.

Seller herein acknowledges that this agreement has significant legal and financial consequences and that they have been advised to seek independent legal and financial counsel. The broker or agent cannot give legal advice.

Seller: _____

Seller: _____

Date: _____

BUYER ACKNOWLEDGEMENT OF RECEIPT OF ACCEPTED OFFER

Buyer acknowledges receipt of the foregoing Agreement bearing his/her signature and that of the Seller showing acceptance.

Buyer/Bidder: _____

Buyer/Bidder: _____

Date: _____