



**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 Revocable Trust of Patrick H. Lawrence and Charlene K. Lawrence (Steven Lawrence, Trustee)** hereinafter called "SELLER", the following real property located in the City/Town/Village of **Dimondale**, County of **Eaton**, State of Michigan, legally described as:

*Beginning 213 feet South and 634 feet East of the West ¼ corner of Section 2, T3N, R3W, Windsor Township, Eaton County, Michigan; thence East 160 feet; thence North parallel with the West Section line 213 feet to the East-West ¼ line; thence West along the East-West ¼ line 186 feet; thence Southeasterly 214.5 feet to the point of beginning; also driveway rights on the following described parcel; beginning 246 feet South of the West ¼ corner of said Section 2; thence East 866 feet; thence North 66 feet; thence West 866 feet; thence South 66 feet to the point of beginning; also the right of ingress and egress to the Grand River over a 25 feet strip of land, the centerline of which is described as follows: beginning 213 feet South and 806.5 feet East of the West ¼ corner of said Section 2; thence North 200.5 feet; thence East to the point of ending at the Grand River.*

More Commonly Known As: **10141 Carol Lane, Dimondale, MI 48821** Parcel No.: **080-002-300-010-00**

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:  
a. 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.  
b. 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 **\$7,500** 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.)

18. Expiration of Offer: This offer for purchase expires at \_\_\_\_\_ on \_\_\_\_\_. Please allow at least 48 hours for auction company to contact seller.

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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: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Seller: \_\_\_\_\_

Seller: \_\_\_\_\_

Buyer Initials \_\_\_\_\_