


## Special Sale Notices / Real Estate



This real estate sale is a "Sealed Bid" Auction. You must deliver a completed "SEALED BID - PURCHASE OFFER" as well as payment in full to the Treasurer's office no later than the "last day to bid" date in order to participate. If you plan to mail your bid to the Treasurer, please be sure to allow sufficient time for the bid to be received. ***Only sealed bids will be accepted. There will be no Verbal Bidding at this auction. We recommend that you personally deliver your bid.***

- ◆ Full payment must be included with bid and can be made by: **PERSONAL CHECK, CASHIER'S CHECK, MONEY ORDER, OR BANK DRAFT.**
- ◆ Properties will sell to the highest sealed bidder. Each successful bidder will be contacted by mail. Should two or more bidders offer the same successful bid, they will be contacted with further bidding instructions.
- ◆ Payment will be returned to the unsuccessful bidders at the address shown on the "SEALED BID - PURCHASE OFFER".
- ◆ Please be sure to thoroughly review the bidding procedures on the following page. They will help you in preparing and submitting your bid.
- ◆ The Information contained in this catalog is deemed reliable but is not guaranteed.
- ◆ County officers and County employees and their relatives are prohibited from purchasing properties at this sale. Chapter 55 of the Illinois Compiled Statutes, Act 55, Section 1 prohibits purchase by such persons. The submission of any bid at this sale constitutes the bidder's express warranty that the bidder is duly qualified by law to purchase property from the seller, and that the sale of property to such bidder pursuant to such bid is not prohibited by the provisions of the foregoing Illinois Statute. *If you need a clarification of this law, please contact the State's Attorney's Office.*
- ◆ The County reserves the right to reject any and all bids, and to withdraw any parcel from the sale without prior notice.
- ◆ Some properties offered for sale may be hazardous or condemned by local authorities. Additionally, building demolition may have occurred or may be imminent on some of the parcels offered. The County does not guarantee availability of building or repair permits, or freedom from demolition or other municipal liens or code enforcement proceedings. We urge you to investigate the property and contact the appropriate governmental authorities **BEFORE BIDDING.**
- ◆ Item Numbering: If there is a lack of sequence, it is due to items being withdrawn from the sale prior to catalog printing.
- ◆ Cross hatching on plat maps identifies property being sold: 
- ◆ We try to indicate North on the plat for each parcel. The direction for North will be indicated by one of the two following symbols.



- Or -



## BIDDING PROCEDURES CHECK LIST / REAL ESTATE



- Obtain a catalog and "Sealed Bid - Purchase Offer" form from the Treasurer's office. You may make as many photocopies of the form as you feel necessary.
- Physically inspect the property. The property is sold "as is" and your inspection is important.
- Determine the amount of your bid. Only the highest bid will be accepted and you will **not** have another chance to raise your bid. You should bid the highest amount you wish to pay for the property.

- Completely fill in (*please print clearly*) all of the including:



portions of the "Sealed Bid - Purchase Offer"

- Fill in the **Item #** in the upper right portion of the "Sealed Bid - Purchase Offer" (this shows in the first column of the property information pages under **ITEM**)
  - Fill in the **PARCEL NUMBER** in the Subject Property section (this shows in the second column of the property information pages under **PARCEL NUMBER**)
  
  - Fill in **Date of Bid**
  - Fill in **Bid** (the Minimum Bid is \$644.00)
  
  - Fill in **Name of Purchaser**
  - Fill in **Mailing Address**
  - Fill in **Telephone Number**
  
  - Sign** in the boxed area in lower right hand corner
- Include payment in full.
    - made payable to: **COUNTY TRUSTEE**
    - in the amount of the **Bid** (the Minimum Bid is \$644.00)
    - show the **Item #** in the remarks or memo section of your payment

- Place each "**Sealed Bid - Purchase Offer**" and **payment** in a sealed envelope with "**SEALED BID**" indicated on the outside. Deliver it to the Treasurer at address shown on the cover of this catalog. If you choose to mail your bid to the Treasurer, be sure to allow sufficient time for the Treasurer to receive your bid before the last day to bid date. You may wish to mail your bid by certified mail or call the Treasurer to confirm timely receipt .

You will be notified by mail after the "last day to bid" date as to the auction results. If you are successful, you will receive a signed copy of your "Sealed Bid - Purchase Offer". If you are unsuccessful, you will receive your payment marked "void" and a letter informing you of the amount of the successful bid.

## ENVELOPE FORMATS



*Please deliver each bid and payment in a separate sealed envelope. You should include only one bid and payment in each envelope.*

*While we recommend you hand deliver your bid, mailed in bids are also acceptable. No matter how the bid is delivered, it is your responsibility to insure that it is received on or before the "last day to bid" date. The date of postmark means nothing if the bid is not received in time. You might wish to consider using certified mail.*

### Suggested format for HAND DELIVERED BID:

SEALED BID
ITEM# _____

### Suggested format for MAILED IN BID:

Your Name	
Address	
City, State Zip	
County Treasurer	
Sealed Bid Auction	
Address	
City, State Zip	
ITEM# _____	<b>DO NOT OPEN SEALED AUCTION BID</b>

# SEALED BID-PURCHASE OFFER / REAL ESTATE

Item # \_\_\_\_\_

COLES County, as Trustee hereinafter referred to as "SELLER"

## SUBJECT PROPERTY:

(Identified by Tract or Permanent Parcel ID#)

Date of Bid: \_\_\_\_\_

Bid: \$ \_\_\_\_\_

**MINIMUM BID IS \$644.00**

Please **enclose payment** for the full amount of bid. If you are not the successful bidder, the funds will be returned. If you are the successful bidder, the payment will be deposited and a signed copy of this contract will be returned to you.

The information below will appear upon the deed and future tax bills.

**PURCHASER(S):** \_\_\_\_\_ **(PLEASE PRINT)**

Hereinafter referred to as "PURCHASER"

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE NUMBER:** ( ) \_\_\_\_\_ - \_\_\_\_\_

**Email:** \_\_\_\_\_

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT PROPERTY" described by the above Tract or Permanent Parcel ID number(s) upon the terms and conditions herein. **NO PERSONAL PROPERTY IS SOLD TO PURCHASER HEREUNDER!**

**Method of Payment.** All payments are to be made payable to COUNTY TRUSTEE. Bids will not be considered unless full payment is tendered along with the bid.

**Title/Survey.** SELLER MAKES NO GUARANTEE AS TO THE QUALITY OR CONDITION OF TITLE. Title may be affected by defects arising prior or subsequent to SELLER'S acquisition. PURCHASER shall obtain and pay for any title examination and/or survey desired by PURCHASER. If the PURCHASER'S research reveals any defect which renders the title unmarketable, and if written evidence of such defect is presented to SELLER within 60 days from date of the Purchase Offer, and if SELLER shall be unable or unwilling to cure such defect within a reasonable time (during which time the final payment date shall be extended without expense to PURCHASER), the PURCHASER has the right to rescind the sale and receive a refund of all sums deposited with SELLER under the Purchase Offer without interest thereon. All claims of defect in title and/or survey shall be deemed waived by PURCHASER unless presented to SELLER in the time and manner above provided. The SELLER will not in any case be required to reimburse PURCHASER for expenses incurred in any investigation or inspection of the property or its title, or in curing any defects in the condition thereof, or for any other expense.

**Property Condition.** PURCHASER hereby accepts the subject property in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition of the property and structures thereon. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject property or any structure thereon, whether as to location, quality, kind, character, size, description, fitness for any use or purpose (including habitability or other occupancy), freedom from any defect (whether latent or patent), compliance with or freedom from violation (or legal action to abate claimed violation) of any building, housing, zoning, environmental and/or other applicable ordinances, statutes or laws, or freedom from legal action to demolish any structure by reason of the condition thereof, or any other aspect of the property or structures thereon now or hereafter. PURCHASER'S RIGHTS ARE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND FROM CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES.

**Possession.** PURCHASER shall not enter into physical possession of the subject property, or cause any detrimental alteration thereto, at any time prior to the date of conveyance. PURCHASER shall, at PURCHASER'S expense secure the subject property and shall maintain the same in safe condition from and after the date hereof. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

**Transfer of Title.** SELLER will quitclaim its interest in the subject property, as directed herein, approximately 90 days after receipt of full payment. In the event PURCHASER consists of two or more persons, SELLER will convey title to them as joint tenants with the right of survivorship unless, prior to deed preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S recorded deed directly from the Recorder's Office.

**Future Taxes.** PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject property for the period beginning January 1 of the year 2011.

**Indemnity.** PURCHASER hereby releases and agrees to hold harmless and to indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and hereby assumes all responsibility for, all existing and future liabilities associated with the subject property and any improvements thereon, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of this contract.

**Failure to Complete Purchase.** IN THE EVENT PURCHASER FAILS TO COMPLETE THIS PURCHASE, SELLER MAY RETAIN ALL MONIES PAID AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. PURCHASER ACKNOWLEDGES THAT SUCH RETENTION IS REASONABLE UNDER THE CIRCUMSTANCES AND THAT PURCHASER SHALL HAVE NO FURTHER RIGHT HEREUNDER.

**Right of Rescission.** UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL THIS AGREEMENT AND RESCIND THIS SALE, FOR ANY REASON WHATSOEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER HEREUNDER SHALL BE REFUNDING WITHOUT INTEREST THEREON.

Acceptance Date: \_\_\_\_\_

SELLER: \_\_\_\_\_

By Its Authorized Agent  
County Tax Agent - Telephone 618-656-5744  
Post Office Box 96, Edwardsville, Illinois 62025-0096  
[www.iltaxsale.com](http://www.iltaxsale.com)

Purchaser Signature(s)  
X \_\_\_\_\_  
X \_\_\_\_\_

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[www.iltaxsale.com](http://www.iltaxsale.com)

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rev 4/09

Purchaser Signature(s)

X \_\_\_\_\_

X \_\_\_\_\_