


## Special Sale Notices / Real Estate

- ◆ The Information contained in this catalog is deemed reliable but is not guaranteed.
- ◆ The Announcements made at the sale take precedence over any prior written or oral instructions.
- ◆ 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.
- ◆ Payment can be made by: **CASH, CASHIER'S CHECK, PERSONAL CHECK, MONEY ORDER, OR BANK DRAFT.** If you are paying by Personal Check, you will be required to provide a proper form of identification. Additionally, Personal Checks will not be accepted from any party who has previously issued a check that was returned for any reason.
- ◆ Any party who has defaulted a previous purchase from the County will be required to pay the full amount due at the time of sale.
- ◆ Payment should be tendered in the exact amount due. Change cannot be made the night of the sale. If this results in overpayment (in excess of \$1.00), the overage will be refunded to the purchaser.
- ◆ Item Numbering: If there is a lack of sequence, it is due to items being withdrawn from the sale prior to catalog printing.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 -



## TERMS AND CONDITIONS OF SALE / REAL ESTATE

- Contract & Payment.** The PURCHASER will be required to sign SELLER'S customary Purchase Contract and to pay 20% of the final sale price (or \$600.00, whichever is greater) plus auctioneer's fees and recording fees at the time and place of sale. The balance is payable in 60 days. Personal checks will be accepted subject to proper identification unless otherwise noted. Checks are to be made payable to COUNTY TRUSTEE, C/O COUNTY TAX AGENT. The mailing address is P.O. Box 96, Edwardsville, Illinois 62025.
- 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 Contract, 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 Contract 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 shall accept 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 SHALL BE SUBJECT TO ALL MATTERS ASCERTAINABLE FROM PERSONAL INSPECTION AND CONSULTATION WITH LOCAL GOVERNMENTAL AUTHORITIES WITH RESPECT THERETO.
- 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 and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, immediately secure the subject property and shall maintain the same in safe condition from and after the date of the sale. No refunds will be made based upon damage to, or the condition of, the subject property or any improvement thereon at any time.
- Transfer of Title.** SELLER will quitclaim its interest in the subject property, as directed within the Purchase Contract, 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 will hold harmless and indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and will assume 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 the sale.
- Failure to Complete Purchase.** IN THE EVENT PURCHASER FAILS TO COMPLETE THE 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 WHATEVER.
- Right of Rescission.** THE SELLER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND WITHDRAW ANY PARCEL FROM THE SALE. UNTIL RECORDING OF THE DEED TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL AND RESCIND THE SALE FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

# ABSENTEE BIDDING



## PROCEDURES CHECK LIST / REAL ESTATE

Although the bidding at county surplus property auction sales is usually very competitive, you may find it more convenient to submit pre-sale bids for any of the properties being offered using the “**ABSENTEE BID – PURCHASE CONTRACT**” which follows this page. You may attend the auction sale even if you submit a pre-sale bid. We will start the bidding at the highest written pre-sale bid. If you wish to submit multiple pre-sale bids, simply photocopy the “**ABSENTEE BID – PURCHASE CONTRACT**” following this page and then proceed as outlined below. Please note that pre-sale bids remain irrevocable until rejected by the Seller in writing.

If you wish to submit a pre-sale bid, please proceed as follows:

- 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. You should bid the highest amount you wish to pay for the property.
- Completely fill in (*please print clearly*) all of the 

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 portions of the “**ABSENTEE BID – PURCHASE CONTRACT**”, as follows:
  - Fill in the **Item #** in the upper right portion of the “**ABSENTEE BID – PURCHASE CONTRACT**” (the **Item #** appears in the first column of the property information pages of the catalog under the designation **ITEM**)
  - Fill in the **PARCEL NUMBER** in the Subject Property section (this number appears in the second column of the property information pages of the catalog under **PARCEL NUMBER**)
  - Fill in **Date of Bid**
  - Fill in the amount of the **Bid** (must equal or exceed minimum bid stated in catalog)
  - Fill in **Name of Purchaser**
  - Fill in **Mailing Address**
  - Fill in **Telephone Number**
  - Sign** in the boxed area in lower right hand corner
- Fully review the complete text of the “**ABSENTEE BID – PURCHASE CONTRACT**” after you have supplied the above information, so that you are familiar with all of the terms and conditions.
- Prepare your full payment of the **Bid** using **CASHIER’S CHECK, CERTIFIED CHECK OR MONEY ORDER ONLY!**
  - Made payable to: **COUNTY TRUSTEE**
  - In the amount of the **Bid** (must equal or exceed minimum bid stated in catalog)
  - Insert the **Item #** in the remarks or memo section of your payment
- Place each “**ABSENTEE BID – PURCHASE CONTRACT**” with **FULL PAYMENT** of the Bid in a separate sealed envelope and mail or deliver to:

COUNTY TRUSTEE  
141 St. Andrews Avenue  
P.O. Box 96  
Edwardsville, IL 62025
- We **MUST** receive your “**ABSENTEE BID – PURCHASE CONTRACT**” and **FULL PAYMENT** of the Bid at least five (5) working days prior to the sale.

You will be notified of the auction results by mail after the auction is conducted.

If you are unsuccessful, your payment will be returned, along with a letter informing you of the amount of the high bid.

If you are the highest bidder, you will receive a photocopy of your “**ABSENTEE BID – PURCHASE CONTRACT**” signed on behalf of the Seller, along with a statement for the required **AUCTIONEER’S AND RECORDER’S FEES** (these fees are additional to the amount of the bid, and are due and payable in full upon your receipt of the statement). **FAILURE TO PAY THESE FEES MAY BE TREATED AS A FAILURE TO COMPLETE THE PURCHASE TRANSACTION!**

# ABSENTEE BID - PURCHASE CONTRACT/REAL ESTATE

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

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

**SUBJECT PROPERTY:**  
(Identified by Tract or Permanent Parcel ID#)

**Date of Bid:** \_\_\_\_\_  
**Bid:** \$ \_\_\_\_\_  
**BID MUST EQUAL OR EXCEED MINIMUM BID AS STATED IN CATALOG**  
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.  
**A STATEMENT FOR THE AUCTIONEER'S FEE AND RECORDER'S FEES OWED WILL BE MAILED AT A LATER DATE, AND ANY FAILURE TO PAY THESE FEES MAY BE TREATED AS A FAILURE TO COMPLETE THIS TRANSACTION!**

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:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

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.

**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.

**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.

**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.

**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.

**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 REFUNDED WITHOUT INTEREST THEREON.

Date of SELLER'S Acceptance / Contract Date: \_\_\_\_\_

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**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 \_\_\_\_\_

## Special Sale Notices / Mobile Homes

- ◆ The Information contained in this catalog is deemed reliable but is not guaranteed.
- ◆ The Announcements made at the sale take precedence over any prior written or oral instructions.
- ◆ All mobile homes should be inspected to verify the information contained in the catalog as photographs may not accurately depict property being sold.
- ◆ Tax Certificates of Title cannot be issued to an out of state address or mailed to a P.O. Box.
- ◆ You must verify the Vehicle Identification Number (VIN) of the Mobile Home within thirty (30) days of this date and prior to making your final payment.
- ◆ County officers and County employees and their relatives are prohibited from purchasing property 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 mobile homes from the sale without prior notice.
- ◆ Some mobile homes offered for sale may be hazardous or condemned by local authorities. The seller does not guarantee the availability of building, repair permits, or the right to maintain the mobile home in its present location. We suggest you investigate and contact the appropriate governmental authorities and land owners before bidding.
- ◆ No real estate is sold to Purchaser hereunder and the land upon which the mobile home is situated will not pass to the Purchaser in the transaction.
- ◆ The mobile home must be moved within 30 days of issuance of the Certificate of Title.
- ◆ If the mobile home is located within a manufactured home community, the provision of 35 ILCS 515/402 requires the Purchaser to apply for tenancy within the community or to remove the mobile home within 30 days.
- ◆ The Purchaser expressly agrees to pay and satisfy all costs associated with the relocation of the mobile home or any required tenancy qualification within the mobile home community.
- ◆ You will be required to provide your drivers license numbers, if an individual, and your FEIN (Federal Employer Identification Number), if a company, to purchase mobile homes.
- ◆ All parties named on the Purchase Contract must sign the purchase agreement.
- ◆ The Purchaser must register the mobile home with the appropriate assessment official in the County within 30 days of habitation.
- ◆ All payments must be made by: **CASH, CASHIER'S CHECK, MONEY ORDER OR BANK DRAFT.**
- ◆ Any party who has defaulted a previous purchase from the County will be required to pay the full amount due at the time of sale.
- ◆ Payment should be tendered in the exact amount due. Change cannot be made the night of the sale. If this results in overpayment (in excess of \$1.00), the overage will be refunded to the purchaser.
- ◆ Item Numbering: If there is a lack of sequence, it is due to items being withdrawn from this sale prior to the catalog printing.

## TERMS AND CONDITIONS OF SALE / MOBILE HOMES

1. **Contract & Payment.** The PURCHASER is required to sign SELLER'S customary Purchase Contract and to pay \$600.00 or 20% of any sale price (whichever is greater), plus auctioneer's fees and titling fees, at the time and place of sale. All amounts which are paid at the time of sale, up to \$1,000.00, shall be paid in cash or in certified funds. Any remaining balance of the sale price is due and payable within 30 days after the date of the sale. All payments shall be drawn to the order of "COUNTY TRUSTEE, C/O COUNTY TAX AGENT". The mailing address is P.O. Box 96, Edwardsville, Illinois 62025.
2. **Method of Payment.** PURCHASER is to complete payment in full within 30 days of this contract and TIME IS OF THE ESSENCE. All payments are to be made payable to COUNTY TRUSTEE, C/O COUNTY DELINQUENT TAX AGENT, P.O. Box 96, Edwardsville, Illinois 62025. SELLER is not required to extend the final payment date. If PURCHASER requests an extension, and if SELLER agrees to grant such extension, a monthly extension charge shall apply.
3. **Condition of Title.** PURCHASER will purchase the interest of SELLER in the subject mobile home. **NO REAL ESTATE WILL BE SOLD TO PURCHASER.** SELLER is not presently the record owner of the subject mobile home, and the PURCHASER will acquire SELLER'S right to obtain a Tax Certificate of Title to the subject mobile home under a court order previously entered in the Circuit Court of this County. SELLER MAKES NO GUARANTEE AS TO TITLE, but should the PURCHASER'S investigation reveal any defect rendering SELLER'S right to obtain a Tax Certificate of Title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of this agreement, 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 without interest thereon. All claimed defects which are not presented in writing and received by SELLER, along with written evidence substantiating the same, within 30 days from the date of the sale shall be deemed waived. SELLER will not in any case be required to reimburse PURCHASER for expenses incurred for investigation or inspection of the subject mobile home or SELLER'S right to obtain a Tax Certificate of Title thereto, or in curing any defects in the condition thereof, or for any other expense.
4. **Property Condition.** PURCHASER shall accept the subject mobile home in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record and actual physical condition, and verification of VIN# of the subject mobile home. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject mobile home, 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), or any other aspect thereof now or hereafter. SELLER does not warrant or represent that the subject mobile home complies with building, housing, zoning, environmental or any other applicable ordinances, statutes or laws.
5. **Possession.** PURCHASER shall not enter into physical possession of the subject mobile home, or cause any detrimental alteration thereto, at any time prior to the issuance of a Tax Certificate of Title to PURCHASER. Nevertheless, PURCHASER shall, at PURCHASER'S expense and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, immediately secure the subject mobile home 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 mobile home at any time.
6. **Transfer of Title / Registration.** SELLER will assign its right to obtain a Tax Certificate of Title to the subject mobile home, as directed within the Purchase Contract, and will apply to the circuit court for a final order directing the issuance of the Tax Certificate of Title to PURCHASER, approximately 90 days after receipt of full payment. In the event PURCHASER herein consists of two or more persons, SELLER will assign to them as joint tenants with the right of survivorship unless, prior to assignment preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S duly issued Tax Certificate of Title to the subject mobile home directly from the Office of the Illinois Secretary of State. PURCHASER agrees to register the subject mobile home with the appropriate assessment official within 30 days after habitation thereof in compliance with the requirements of 35 ILCS 515/4.
7. **Relocation.** Ownership of the land upon which the subject mobile home is situated will not pass to PURCHASER under the Purchase Contract, if the subject mobile home is located within a manufactured home community, the provisions of 35 ILCS 516/402 require the PURCHASER to qualify for tenancy within the community, or to remove the subject mobile home from the community, within 30 days after the entry of the final order directing the issuance of the PURCHASER'S Tax Certificate of Title. PURCHASER shall pay and satisfy all costs of any required tenancy qualification and/or relocation of the subject mobile home, and shall save harmless and indemnify SELLER with respect thereto.
8. **Future Taxes.** PURCHASER shall pay all taxes accruing upon the subject mobile home for the period beginning January 1 of the year 2011.
9. **Indemnity.** PURCHASER shall release and hold harmless and indemnify SELLER, and SELLER'S Agent, and each of their respective officers, agents, subagents and employees from, and shall assume all responsibility for, all existing and future liabilities associated with the subject mobile home and any required relocation thereof, 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 purchase and the acts or omissions of the PURCHASER and the PURCHASER'S agents and employees from and after the date of the sale.
10. **Failure to Complete Purchase.** IN THE EVENT PURCHASER FAILS TO COMPLETE THE 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 WHATEVER.
11. **Right of Rescission.** UNTIL THE ISSUANCE OF A TAX CERTIFICATE OF TITLE TO PURCHASER, THE SELLER RESERVES THE UNCONDITIONAL RIGHT TO CANCEL AND RESCIND THE SALE FOR ANY REASON WHATEVER, AND IN SUCH EVENT ALL SUMS DEPOSITED WITH SELLER SHALL BE REFUNDED WITHOUT INTEREST THEREON.

# ABSENTEE BIDDING



## PROCEDURES CHECK LIST / MOBILE HOMES

Although the bidding at county surplus property auction sales is usually very competitive, you may find it more convenient to submit pre-sale bids for any of the properties being offered using the “**ABSENTEE BID – PURCHASE CONTRACT/ MOBILE HOME**” which follows this page. You may attend the auction sale even if you submit a pre-sale bid. We will start the bidding at the highest written pre-sale bid. If you wish to submit multiple pre-sale bids, simply photocopy the “**ABSENTEE BID – PURCHASE CONTRACT/ MOBILE HOME**” following this page and then proceed as outlined below. Please note that pre-sale bids remain irrevocable until rejected by the Seller in writing.

If you wish to submit a pre-sale bid, please proceed as follows:

- Physically inspect the mobile home. The mobile home is sold “as is” and your inspection is important.
- Determine the amount of your bid. Only the highest bid will be accepted. You should bid the highest amount you wish to pay for the mobile home.
- Completely fill in (*please print clearly*) all of the **CONTRACT/ MOBILE HOME**, as follows: 

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 portions of the “**ABSENTEE BID – PURCHASE**
  - Fill in the **Item #** in the upper right portion of the “**ABSENTEE BID – PURCHASE CONTRACT/MOBILE HOME**”, (the **Item #** shows in the first column of the property information pages of the catalog under the designation **ITEM**)
  - Fill in the **SUBJECT MOBILE HOME** section by inserting the **PRESENT TAX ID #** and **VIN #** (Vehicle Identification Number)
  - Fill in **Date of Bid**
  - Fill in the amount of the **Bid** (must equal or exceed minimum bid stated in catalog)
  - Fill in **Name of Purchaser**
  - Fill in **Mailing Address**
  - Fill in **Telephone Number**
  - Sign** in the boxed area in lower right hand corner
- Fully review the complete text of the ““**ABSENTEE BID – PURCHASE CONTRACT/ MOBILE HOME**” after you have supplied the above information, so that you are familiar with all of the terms and conditions.
- Prepare your full payment of the **Bid** using **CASHIER’S CHECK, CERTIFIED CHECK OR MONEY ORDER ONLY!**
  - Made payable to: **COUNTY TRUSTEE**
  - In the amount of the **Bid** (must equal or exceed minimum bid stated in catalog)
  - Insert the **Item #** in the remarks or memo section of your payment
- Place each “**ABSENTEE BID – PURCHASE CONTRACT/ MOBILE HOME**” with **FULL PAYMENT** of the Bid in a separate sealed envelope and mail or deliver to:

COUNTY TRUSTEE  
141 St. Andrews Avenue  
P.O. Box 96  
Edwardsville, IL 62025
- We **MUST** receive your “**ABSENTEE BID – PURCHASE CONTRACT/ MOBILE HOME**” and **FULL PAYMENT** of the Bid at least five (5) working days prior to the sale.

You will be notified of the auction results by mail after the auction is conducted.

If you are unsuccessful, your payment will be returned, along with a letter informing you of the amount of the high bid.

If you are the highest bidder, you will receive a photocopy of your ““**ABSENTEE BID – PURCHASE CONTRACT/ MOBILE HOME**” signed on behalf of the Seller, along with a statement for the required **AUCTIONEER’S AND SECRETARY OF STATE’S FEES** (these fees are additional to the amount of the bid, and are due and payable in full upon your receipt of the statement) and an “Application for Vehicle Registration” for your completion, signature and return. **ANY FAILURE TO REMIT THESE FEES OR TO RETURN THE COMPLETED AND SIGNED APPLICATION MAY BE TREATED AS A FAILURE TO COMPLETE THE PURCHASE TRANSACTION!**

# ABSENTEE BID - PURCHASE CONTRACT / MOBILE HOME

Item #

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

**SUBJECT MOBILE HOME:**

Present Tax ID# \_\_\_\_\_

Vin #: \_\_\_\_\_

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

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

**BID MUST EQUAL OR EXCEED MINIMUM BID AS STATED IN CATALOG**

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 mailed to you with a statement for the Auctioneer's & Sec. of State's fees and an "Application for Vehicle Registration" for your completion, signature and return. **Any failure to remit the required fees or to return the completed and signed application may be treated as a failure to complete this transaction!**

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

**E-mail:** \_\_\_\_\_

PURCHASER agrees to purchase and SELLER agrees to sell the interest of SELLER in the "SUBJECT MOBILE HOME", being a Mobile Home described as above stated upon the terms and conditions herein. **NO REAL ESTATE 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.

**Condition of Title.** PURCHASER understands that SELLER is not presently the owner of the subject mobile home, and that pursuant to this agreement PURCHASER will acquire SELLER'S right to obtain a Tax Certificate of Title to the subject mobile home under a court order previously entered in the Circuit Court of this County. SELLER MAKES NO GUARANTEE AS TO TITLE, but should the PURCHASER'S investigation reveal any defect rendering SELLER'S right to obtain a Tax Certificate of Title unmarketable, and if written evidence of such defect is presented to SELLER within 30 days from date of this agreement, 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 hereunder without interest thereon. All claimed defects which are not presented in writing and received by SELLER, along with written evidence substantiating the same, within 30 days from the date of this agreement shall be deemed waived. SELLER will not in any case be required to reimburse PURCHASER for expenses incurred for investigation or inspection of the subject mobile home or SELLER'S right to obtain a Tax Certificate of Title thereto, or in curing any defects in the condition thereof, or for any other expense.

**Property Condition.** PURCHASER hereby accepts the subject mobile home in "AS IS" condition, based upon PURCHASER'S own inspection and acceptance of the record, actual physical condition, and verification of VIN# of the subject mobile home. Neither SELLER nor SELLER'S Agent makes any guarantee, warranty or representation, express or implied, or of any kind whatever, as to the subject mobile home, 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), or any other aspect thereof now or hereafter. SELLER does not warrant or represent that the subject mobile home complies with building, housing, zoning, environmental or any other applicable ordinances, statutes or laws.

**Possession.** PURCHASER shall not enter into physical possession of the subject mobile home, or cause any detrimental alteration thereto, at any time prior to the issuance of a Tax Certificate of Title to PURCHASER. Nevertheless, PURCHASER shall, at PURCHASER'S expense and WITHOUT RIGHT OF REFUND OR REIMBURSEMENT, immediately secure the subject mobile home 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 mobile home at any time.

**Transfer of Title / Registration.** SELLER will assign its right to obtain a Tax Certificate of Title to the subject mobile home, as directed herein, and will apply to the circuit court for a final order directing the issuance of the Tax Certificate of Title to PURCHASER, approximately 90 days after receipt of full payment. In the event PURCHASER herein consists of two or more persons, SELLER will assign to them as joint tenants with the right of survivorship unless, prior to assignment preparation, SELLER receives contrary written instructions signed by them. PURCHASER will receive PURCHASER'S duly issued Tax Certificate of Title to the subject mobile home directly from the Office of the Illinois Secretary of State. PURCHASER agrees to register the subject mobile home with the appropriate assessment official within 30 days after habitation thereof in compliance with the requirements of 35 ILCS 515/4.

**Relocation.** PURCHASER acknowledges that ownership of the land upon which the subject mobile home is situated will not pass to PURCHASER under the provisions hereof, and that if the subject mobile home is located within a manufactured home community, the provisions of 35 ILCS 516/402 require the PURCHASER to qualify for tenancy within the community, or to remove the subject mobile home from the community, within 30 days after the entry of the final order directing the issuance of the PURCHASER'S Tax Certificate of Title. PURCHASER expressly agrees to pay and satisfy all costs of any required tenancy qualification and/or relocation of the subject mobile home, and to save harmless and indemnify SELLER with respect thereto.

**Future Taxes.** PURCHASER shall pay all general taxes accruing, and all special taxes and assessments becoming due, upon the subject mobile home 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 mobile home and any required relocation thereof, and from all costs, claims, losses and expenses (including reasonable attorney fees and other costs of litigation) caused by, resulting from, or relating to this agreement and 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 THE ISSUANCE OF A TAX CERTIFICATE OF TITLE 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 REFUNDED WITHOUT INTEREST THEREON.

Date of SELLER'S Acceptance / Contract 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 \_\_\_\_\_