

AS-IS CONDITION OF PROPERTY

Prior to the Auction, the Bidder/Buyer has had the opportunity to fully examine and inspect the Property and the opportunity to become thoroughly familiar with and fully informed about the condition, status and usability of the Property. Buyer acknowledges that neither Seller nor any real estate licensee involved in this transaction is an expert in detecting or repairing physical defects in the property.

BY ITS ACCEPTANCE OF THIS CONTRACT, BUYER IS PURCHASING THE PROPERTY IN AN "AS IS," "WHERE IS" CONDITION, "WITH ALL FAULTS AND DEFECTS," EXCEPT AS TO THE LIMITED WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN THE DEED. BUYER ACKNOWLEDGES THAT SELLER OR ANY REAL ESTATE LICENSEE HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, OR ARISING BY OPERATION OF LAW, OF, AS TO, CONCERNING, OR WITH RESPECT TO:

(I) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;

(II) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON;

(III) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY INCLUDING, WITHOUT LIMITATION:

(A) THOSE DEALING WITH THE ACCESS OF DISABLED PERSONS WHETHER FEDERAL, STATE OR LOCAL SUCH AS THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AS WELL AS;

(B) THOSE DEALING WITH ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE OR THE MANAGEMENT, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ASBESTOS, OF ANY OTHER HAZARDOUS OR SOLID WASTES, OR OF ANY OTHER SUBSTANCES NOW OR HEREAFTER SUBJECT TO REGULATION;

(IV) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR USE OF PURPOSE; OR

(V) ANY OTHER MATTER OR INFORMATION CONCERNING THE PROPERTY. BUYER AGREES TO HOLD HARMLESS AND INDEMNIFY SELLER, ANY REAL ESTATE LICENSEE, OR AUCTIONEER FOR ANY CLAIMS THAT MAY ARISE OR BE MADE AFTER CLOSING RELATED TO THE ACTUAL OR ALLEGED PRESENCE OF ANY CONDITIONS DESCRIBED IN THIS PARAGRAPH, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ASBESTOS, OR ANY OTHER HAZARDOUS OR SOLID WASTES, OR OF ANY OTHER SUBSTANCES NOW OR HEREAFTER SUBJECT TO REGULATION.

Buyer agrees to hold harmless and indemnify Seller for actions committed by Seller during its ownership of the property. If the property for this transaction includes a dwelling built prior to 1978, the attached Disclosure of Information and Acknowledgement Lead-Based Paint and/or Lead-Based Paint Hazards is made part of this contract.

Buyer

Date