

SELLER'S DUE DILIGENCE REPORT FIRST TIME ON MARKET!



1601 38th Ave. Menominee, MI 49858

INTERNET REAL ESTATE AUCTION

Bid NOW Through 5-10-2017

Superior Auction and Appraisal LLC

www.superiorauction.net

Phone: (877) 864-2942 E-mail: info@superiorauction.net

TABLE OF CONTENTS

- 1. TABLE OF CONTENTS**
- 2 & 3. INTERNET ONLY REAL ESTATE AUCTION TERMS AND CONDITIONS**
- 4. LEGAL DESCRIPTION AND TAX INFO**
- 5. GENERAL INFORMATION**
- 6. AMENITIES**
- 7. LOCATION MAP**
- 8. AERIAL MAPS**
- 9. REAL ESTATE CONDITION REPORT**
- 10. LEAD-BASED PAINT DISCLOSURES**

INTERNET ONLY REAL ESTATE AUCTION TERMS AND CONDITIONS

TERMS: 10% non refundable earnest money in the form of a certified check, cash or wire transfer within 24 hour of the close of auction, with the balance of purchase price due at closing. Purchaser shall be responsible for all wire transfer fees. Closing will be within 30 days. There will be a buyer's fee of 10% added to the bid price to equal the final purchase price. **Example:** Bid Price \$100,000 plus \$10,000 (10% buyer's Fee) equals purchase price of \$110,000.

This online only auction is a cash sale not contingent on or subject to financing, appraisal, survey or inspections of any kind.

AUCTION END TIMES: Superior Auction & Appraisal Online Only Auctions are timed events and all bidding will close at specified time. Superior Auction & Appraisal Online Only Auctions also have an auto extend feature. If any bids are placed in the final 10 minutes of an auction, the auction ending time will be automatically be extended 10 minutes from the time the bid was placed. **Example:** if an auction scheduled to close at 6:00 receives a bid at 5:59, the close time will automatically extend 6:09. The auto extends feature remains active until no further bids are received within a 10-minute time frame. Auction company employees and/or Auction Company may bid on auction items.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement immediately following the close of the auction, if the Seller accepts their offer. This real estate is being offered "with reserve" meaning that the Seller has the right to accept or reject any and all bids. Superior Auction & Appraisal will supply the seller's documents to be executed and buyer will be required to fax or e-mail the signed document back to Superior Auction & Appraisal within 24 hours of the end of the auction. Bidder(s) will also sign an Agency disclosure as well as a property condition report and Lead Based paint disclosure which all buyers will waive the right for an inspection post sale. Successful bidders not executing and returning contracts with earnest money deposit within 24 hours will be considered in default. Any and all inspections that a buyer may want must be done at buyer's expense prior to auction. This includes the 10 day inspection period for lead based paint in single family homes built prior to 1978.

BRIEF OUTLINE OF WHAT TO EXPECT AFTER THE CLOSE OF THE AUCTION:

1. At close of auction, Auction Company will contact Seller(s) for confirmation of bid amounts. (This is a "Reserve Auction", meaning the seller(s) has the right to accept or reject any and all offers)
2. Auction Company will contact Bidders after the close of the auction.
3. Auction Company will email or fax signed Agreement between Seller(s) & Buyer(s) for Buyers signature on Agreement, if offers are accepted.
4. Buyer(s) must then return signed agreement to Auction Company & deposit 10% of Final Purchase Price (Bid Price + 10% Buyer's Fee as NON-REFUNDABLE earnest money, to Superior Auction & Appraisal, LLC within 24 hours of close of auction.

EVIDENCE OF TITLE: Seller shall provide an owner's title insurance policy in the amount of the purchase price from Superior Title/Bay Title & Abstract

DEED: Seller shall provide a Warranty Deed

POSSESSION: Possession at closing. No Exceptions.

REAL ESTATE TAXES: All taxes will be prorated to day of closing using previous year's tax amount.

EASEMENTS: Subject to any and all easement of record.

ZONING: This property is subject to all state and local zoning ordinances.

ACREAGE: Parcel dimensions and acreages are based on legal descriptions.

BIDDER VERIFICATION: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Superior Auction & Appraisal will reject the registration, and bidding activity will be terminated. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. Bidders agree to keep their username and password confidential, as they are responsible for ANY and ALL activity involving their account. When using the web site you must obey any and all local state and federal laws. Violations will result in termination of web site use privileges.

AGENCY: Superior Auction & Appraisal, LLC, and its representatives are agents of the Seller.

BUYERS AGENCY: All buyers are responsible to notify auctioneers of any potential buyers agency contracts in place before registration and bidding on the auction and no later than 24 hours prior to auction close.

NEW DATA, CORRECTIONS, AND CHANGES: The Auction Company will notify all registered bidders of any changes, corrections, or additions to the property information.

DISCLAIMER & ABSENCE OF WARRANTIES: The property is being sold on an AS IS, WHERE IS basis, and no warranty or representation either expressed or implied concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. All decisions of the Auction Company are final. Any dispute between auctioneers and buyers will be dealt with through arbitration in Menominee County, MI. By bidding on the property at auction, buyer agrees to all terms and conditions set forth.

Each buyer is responsible in conducting their own due diligence on the property before bidding.

***ANY ANNOUNCEMENTS MADE BY THE AUCTIONEERS ON DAY OF SALE TAKE
PRECEDENCE OVER THIS PRINTED MATERIAL OR ANY OTHER ORAL
STATEMENTS MADE.***

LEGAL DESCRIPTION

SEC 27 T32N R27W PRT OF SW ¼ OF SE ¼ BEG 33FT S & 440.8' FROM NW COR TH W 120' S 123.8' TH E 120' TH N 123.8' TO POB

Subject to roadways, easements, zoning regulations, restrictions, restrictive covenants, agreements, reservations & statements of mineral claims of record, if any.

PARCEL NUMBER:

051-039-290-00

City Of Menominee

County of Menominee

*State of
Michigan*

2016 TAXES:

\$1,242.63

*The above information was provided by the
Seller of the Real Estate.*

GENERAL INFORMATION

SITE:

Site Area: 120' x 123' +/-

Approximately

View: City Street

MAIN HOUSE:

Design: Quality Built One Story

Total Bedrooms: Two(2)

Total Bathrooms: One(1)

Electricity: 100 AMP

Water Heater: Electric

Westinghouse Model dg52d2

52 Gallon

Heating: Ultra High Efficiency Gas

Furnace (Heil DC90)With

Aprilaire Media Air Cleaner

Water: City

Sanitary Sewer: City

Basement: Full

Poured Floors & Walls

Air Conditioning: Central Air

System

(Heil High Efficiency 5000)

EXTERIOR DESCRIPTION:

Foundation Walls: Poured

Exterior Walls: Stucco

Roof Surface: Asphalt

OUTBUILDING

Single Stall Garage

~Electric Outlets & Lighting

~Remote Automatic Garage Door
Opener.

~Has an extra room that could
be converted into a workshop.

*The above information was provided
by the Seller of the real estate.*

AMENITIES:

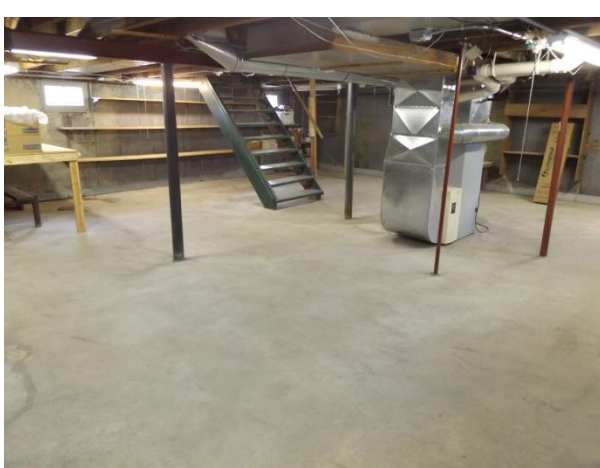
~Close to Menominee High School

*~Close To Water Tower Park &
Tennis Courts*

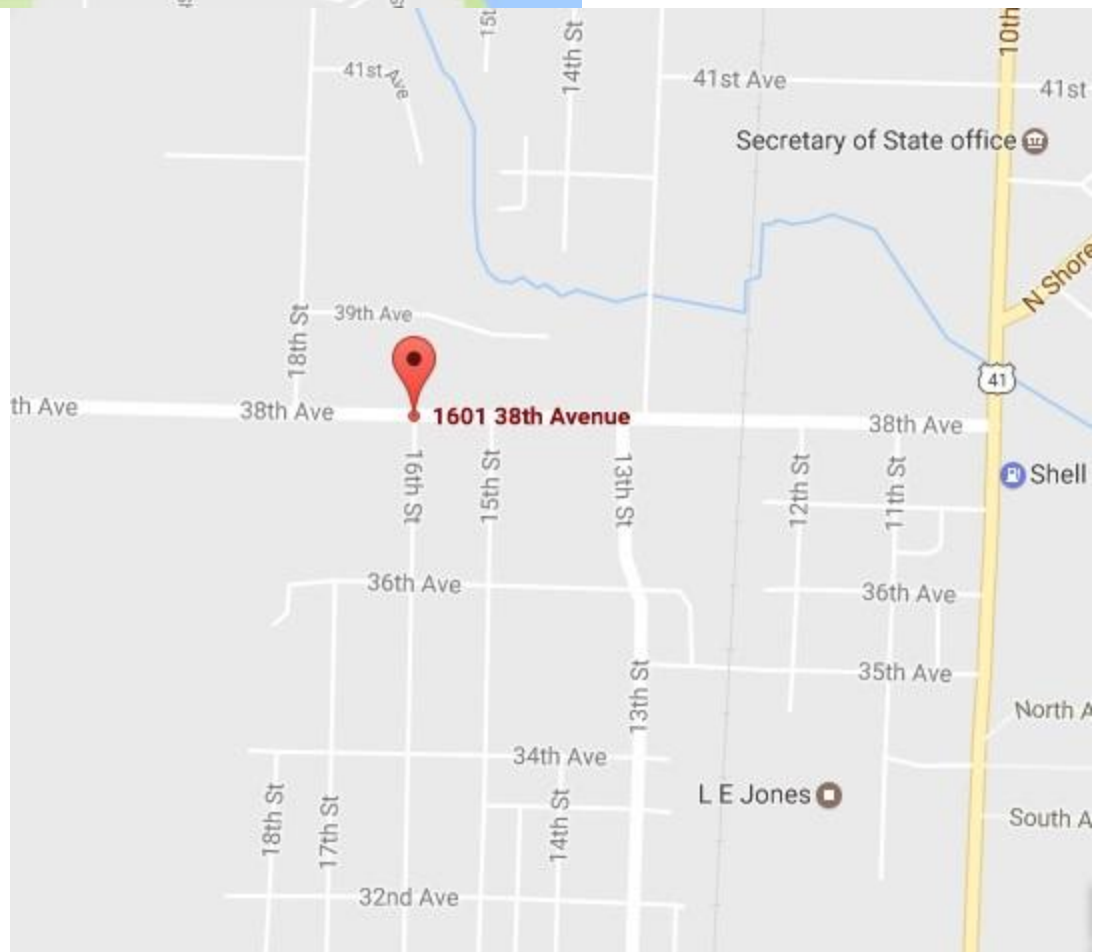
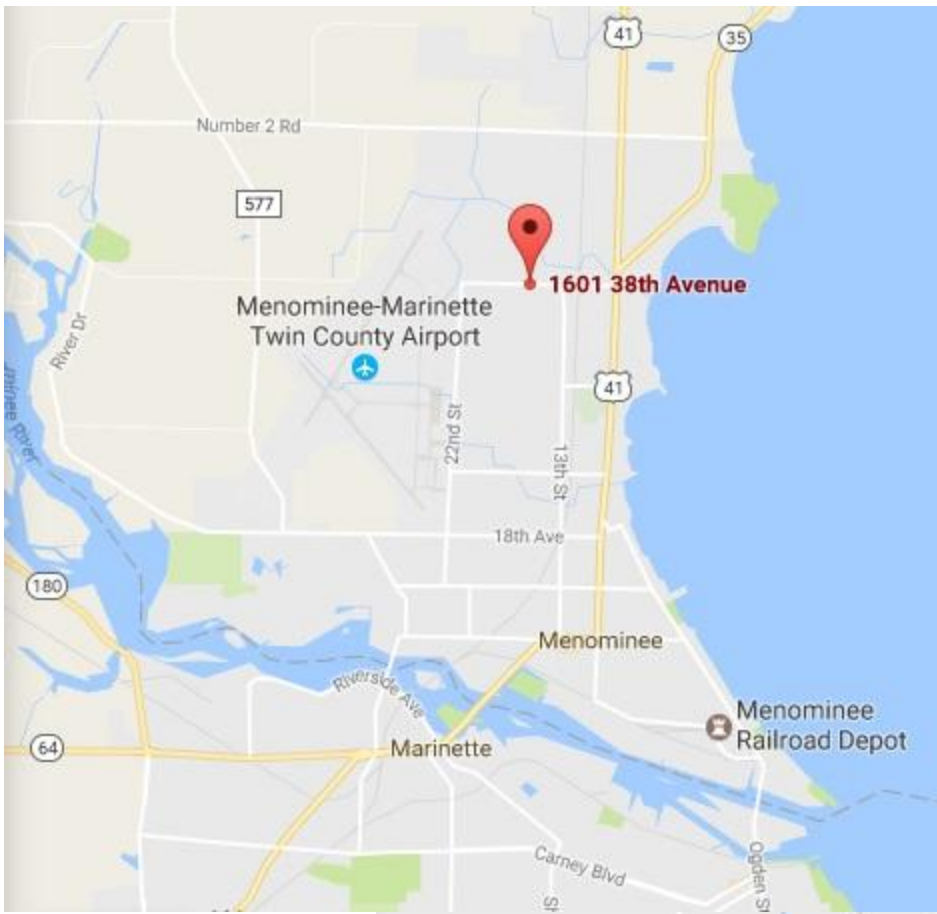
*~Desirable Residential Area On The North
End Of Menominee*

*~Double Lot!! Nice Large Yard With
Trees & Shrubs*

~Full Basement



LOCATION MAP



AERIAL VIEW





Seller's Disclosure Statement

Property address: 1601 38th Ave Menominee MICHIGAN
Street City, Village, or Township

Purpose of Statement: This statement is a disclosure of the condition of the property in compliance with the Seller Disclosure Act. This statement is a disclosure of the condition and information concerning the property, known by the Seller. Unless otherwise advised, the Seller does not possess any expertise in construction, architecture, engineering or any other specific area related to the construction or condition of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **This statement is not a warranty of any kind by the Seller or by any Agent representing the Seller in this transaction, and is not a substitute for any inspections or warranties the Buyer may wish to obtain.**

Seller's Disclosure: The Seller discloses the following information with the knowledge that even though this is not a warranty, the Seller specifically makes the following representations based on the Seller's knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's Agent is required to provide a copy to the Buyer or the Agent of the Buyer. The Seller authorizes its Agent(s) to provide a copy of this statement to any prospective Buyer in connection with any actual or anticipated sale of property. The following are representations made solely by the Seller and are not the representations of the Seller's Agent(s), if any. **THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.**

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Attach additional pages with your signature if additional space is required. (4) Complete this form yourself. (5) If some items do not apply to your property, check NOT AVAILABLE. If you do not know the facts, check UNKNOWN, FAILURE TO PROVIDE A PURCHASER WITH A SIGNED DISCLOSURE STATEMENT WILL ENABLE A PURCHASER TO TERMINATE AN OTHERWISE BINDING PURCHASE AGREEMENT.

Appliances/Systems/Services: The items below are in working order. (The items listed below are included in the sale of the property only if the purchase agreement so provides.)

	Yes	No	Unknown	Not Available		Yes	No	Unknown	Not Available
Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lawn sprinkler system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water heater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water softener/conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hood/fan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Well & pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TV antenna, TV rotor & controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Septic tank & drain field	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garage door opener & remote control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City water system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City sewer system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Central air conditioning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Central heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wall Furnace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pool heater, wall liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electronic air filter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar heating system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceiling fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fireplace & chimney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sauna/hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood burning system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanations (attach additional sheets if necessary):

UNLESS OTHERWISE AGREED, ALL HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED, WITHOUT WARRANTY BEYOND DATE OF CLOSING.

Property conditions, improvements & additional information:

1. **Basement/Crawlspace:** Has there been evidence of water? yes no
If yes, please explain: _____

2. **Insulation:** Describe if known: _____
Urea Formaldehyde Foam Insulation (UFFI) is installed? unknown yes no

3. **Roof:** Leaks?
Approximate age if known: _____ yes no

4. **Well:** Type of well (depth/diameter, age and repair history, if known): _____
Has the water been tested? no well yes no
If yes, date of last report/results: _____

5. **Septic tanks/drain fields:** Condition if known: N/A

6. **Heating system:** Type/approximate age: Hi-efficiency gas furnace

BUYERS INITIALS _____
SELLERS INITIALS A

Property address: 1601 384th Ave. Menominee, MI MICHIGAN

7. Plumbing system: Type: copper galvanized other ?
 Any known problems? _____
8. Electrical system: Any known problems? NO
9. History of infestation, if any: (termites, carpenter ants, etc.) NO
10. Environmental problems: Are you aware of any substances, materials or products that may be an environmental hazard such as, but not limited to, asbestos, radon gas, formaldehyde, lead-based paint, fuel or chemical storage tanks and contaminated soil on property.

If yes, please explain: _____ unknown yes no

11. Flood Insurance: Do you have flood insurance on the property? _____ unknown yes no

12. Mineral Rights: Do you own the mineral rights? _____ unknown yes no

Other Items: Are you aware of any of the following:

1. Features of the property shared in common with the adjoining landowners, such as walls, fences, roads and driveways, or other features whose use or responsibility for maintenance may have an effect on the property? _____ unknown yes no
2. Any encroachments, easements, zoning violations or nonconforming uses? _____ unknown yes no
3. Any "common areas" (facilities like pools, tennis courts, walkways, or other areas co-owned with others), or a homeowner's association that has any authority over the property? _____ unknown yes no
4. Structural modifications, alterations, or repairs made without necessary permits or licensed contractors? _____ unknown yes no
5. Settling, flooding, drainage, structural, or grading problems? _____ unknown yes no
6. Major damage to the property from fire, wind, floods, or landslides? _____ unknown yes no
7. Any underground storage tanks? _____ unknown yes no
8. Farm or farm operation in the vicinity; or proximity to a landfill, airport, shooting range, etc? _____ unknown yes no
9. Any outstanding utility assessments or fees, including any natural gas main extension surcharge? _____ unknown yes no
10. Any outstanding municipal assessments or fees? _____ unknown yes no
11. Any pending litigation that could affect the property or the Seller's right to convey the property? _____ unknown yes no

If the answer to any of these questions is yes, please explain. Attach additional sheets, if necessary: _____

The Seller has lived in the residence on the property from Seller has not lived on property (date).
The Seller has owned the property since 1-1-2017 (date).

The Seller has indicated above the condition of all the items based on information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker liable for any representations not directly made by the Broker or Broker's Agent.

Seller certifies that the information in this statement is true and correct to the best of Seller's knowledge as of the date of Seller's signature.

BUYER SHOULD OBTAIN PROFESSIONAL ADVICE AND INSPECTIONS OF THE PROPERTY TO MORE FULLY DETERMINE THE CONDITION OF THE PROPERTY. THESE INSPECTIONS SHOULD TAKE INDOOR AIR AND WATER QUALITY INTO ACCOUNT, AS WELL AS ANY EVIDENCE OF UNUSUALLY HIGH LEVELS OF POTENTIAL ALLERGENS INCLUDING, BUT NOT LIMITED TO, HOUSEHOLD MOLD, MILDEW AND BACTERIA.

BUYERS ARE ADVISED THAT CERTAIN INFORMATION COMPILED PURSUANT TO THE SEX OFFENDERS REGISTRATION ACT, 1994 PA 295, MCL 28,721 TO 28.732 IS AVAILABLE TO THE PUBLIC. BUYERS SEEKING SUCH INFORMATION SHOULD CONTACT THE APPROPRIATE LOCAL LAW ENFORCEMENT AGENCY OR SHERRIF'S DEPARTMENT DIRECTLY.

BUYER IS ADVISED THAT THE STATE EQUALIZED VALUE OF THE PROPERTY, PRINCIPAL RESIDENCE EXEMPTION INFORMATION, AND OTHER REAL PROPERTY TAX INFORMATION IS AVAILABLE FROM THE APPROPRIATE LOCAL ASSESSOR'S OFFICE. **BUYER SHOULD NOT ASSUME THAT BUYER'S FUTURE TAX BILLS ON THE PROPERTY WILL BE THE SAME AS THE SELLER'S PRESENT TAX BILLS. UNDER MICHIGAN LAW, REAL PROPERTY OBLIGATIONS CAN CHANGE SIGNIFICANTLY WHEN PROPERTY IS TRANSFERRED.**

Seller _____ Date _____

Seller _____ Date _____

Buyer has read and acknowledges receipt of this statement.

Buyer _____ Date _____ Time _____

Buyer _____ Date _____ Time _____

Disclaimer: This form is provided as a service of the Midland Board of REALTORS®. Please review both the form and details of the particular transactions to ensure that each section is appropriate for the transaction. The Midland Board of REALTORS® is not responsible for the use or misuse of the form for misrepresentation of for warranties made in connection with the form.

Seller has not lived on the property. SD Page 2 of 2 Revised 01/06

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller <input checked="" type="checkbox"/>	<u>Holly Bledard</u>	Date <u>7-20-17</u>	Seller	Date
Purchaser		Date	Purchaser	Date
Agent		Date	Agent	Date

