

# MIDWEST LAND & HOME – ONLINE, PHONE, & PROXY BIDDING TERMS & CONDITIONS

**REGISTRATION:** In addition to completing your online registration, ALL online bidders are required to download, complete, and submit the "ONLINE BIDDER TERMS" document located in the "Property Documents" tab at the top of this property listing at [www.MidwestLandandHome.com](http://www.MidwestLandandHome.com). Registrations WILL NOT be approved until the "ONLINE BIDDER TERMS" document is received.

Proper and complete online registration is required to bid. All bidders must provide valid and accurate contact information, including full legal name, physical address, phone number, and email address, along with a copy of a current driver's license, passport, or other government-issued photo identification. Bidders may be required, as a condition of bidding approval, to submit financial information including proof of funds, a lender letter of credit, and/or financial references that are independent third parties and not related to the bidder by blood, marriage, or business affiliation; personal or family references will not be accepted. The Auctioneer reserves the right to request additional financial documentation and to approve or deny bidding privileges at its sole discretion. By registering, all bidders acknowledge that they have read, understand, and agree to be bound by Midwest Land and Home's Auction Terms and Conditions. Bidders must be registered and approved prior to or during the bidding period in accordance with the specific auction terms, and at registration may elect to receive notifications confirming individual bids and/or notification when they have been outbid.

**ONLINE BIDDING:** Bidding may be conducted live, online, and via phone. If you need assistance placing a bid or prefer to submit a bid in person, please contact our office for assistance at 785-325-2740 at least 48 hours ahead of the auction. ONLINE bidders have the option to bid in one of three ways 1) bid the current asking price, 2) bid a specific amount 3) create a maximum bid. The "Maxbid" or "SET MAX" feature allows a bidder to enter their maximum bid. This authorizes the system to bid the smallest acceptable bid increment on the bidder's behalf when they have been outbid and only up to their maximum bid. The benefit of this feature is to provide you, the bidder with an easier way to bid by not having to login and manually bid each time you have been outbid. The Online bidding system will only bid the smallest acceptable bid increment on the bidder's behalf when they have been outbid and only up to their maximum bid. All final bids are subject to Seller's approval. Online ONLY auctions utilize a "Soft Close" feature that automatically extends the bidding time if a bid is received in the last 2 minutes of the auction. These extensions will continue until 2 minutes have lapsed without any bidding activity, at which time the auction is concluded. The benefit of these extensions is to provide an even playing field for all bidders. Online bidders will remain anonymous unless you are the winning bidder. Winning bidders will be announced as your name, business entity or LLC named at registration.

**FINANCING:** This is a cash sale and is not subject to financing. Your financing arrangements MUST BE made prior to the auction. You are agreeing to sign a contract that will have NO financing contingencies.

**CONTRACT SIGNING:** At the conclusion of the auction the Winning Bidder will be notified by email and/or phone confirming their winning bid. A subsequent email to the Winning Bidder with instructions on how and when to sign documents will be sent following the auction along with wiring instructions for submitting the required earnest money deposit to the named title company. Should the electronic processes described above be unavailable, alternative arrangements will be made. **The contract signing and deposit payment process must be completed without delay following the auction.** A Winning Bidder whose documents and deposit are not received within four (4) business days is subject to the whatever legal or equitable remedies are allowed by law including the remedy of specific performance and will not be allowed to bid in any future auctions. Please note that property-specific purchase contracts are available prior to the auction end date and reviews of such documents should be made PRIOR to bidding.

\_\_\_\_\_ INITIAL \_\_\_\_\_ DATE

**EARNEST MONEY DEPOSIT:** The Winning Bidder is required to make an earnest money deposit equal to ten percent (10%) of the total purchase price. The earnest money deposit must be received by the Auctioneer or designated escrow agent in the form of a wire transfer or personal check no later than one (1) business day following the auction, unless otherwise stated in the Auction-Specific Terms and Conditions.

**CLOSING:** The Winning Bidder shall close according to the terms and conditions of this specific auction unless other arrangements have been made prior to the auction or stated in the Purchase Agreement.

**AGENCY:** Midwest Land and Home, LLC and its representatives are acting as Sellers agents and represent the Sellers interest ONLY. A Brokerage Relation Brochure has been provided.

**DISCLAIMERS AND ABSENCE OF WARRANTIES:** The information in the auction advertising was obtained from sources believed to be reliable, but all interested parties are encouraged to independently verify all information on their own. All sketches, dimensions, square footage, acreage amounts, etc. are approximate. No liability for its accuracy, errors or omissions is assumed by the Seller or the auction company. All bidders are responsible for conducting their own inspections, investigations, inquiries and due diligence concerning the property. The property is being offered on an “AS IS”, “WHERE IS” basis and no warranty or representations, expressed or implied, is made by the Seller or the auction company. All information contained in the advertising and all related materials are subject to verification by all parties and the terms and conditions outlined in the purchase agreement.

We hope you enjoy bidding in this auction!

## **Bidding Terms & Conditions Specific to this Auction**

Terms & Possession: **10% down day of sale, balance due at closing on or before 6/23/26. Possession at closing with access granted to the buyer upon executing contract and providing proof of liability insurance endorsement showing sellers as additional insured. Seller to pay 2025 and prior years taxes. Title insurance, contract preparation, escrow and closing costs to be split equally between buyer and seller. Property to be sold “AS-IS, WHERE-IS” subject to items on a survey, claims of adverse possession, and all easements and exceptions of record. All inspections should be made prior to the day of the sale. This is a cash sale and is not subject to financing or any other contingencies, have your financing arrangements made prior to auction. Midwest Land and Home is acting as a Seller’s Agent and represents the seller’s interest. All information has come from reliable sources; however, potential buyers are encouraged to verify all information independently. Seller expressly disclaims any liability for errors, omissions or changes regarding any information provided for these sales. Potential purchasers are strongly urged to rely solely upon their own inspections and opinions in preparing to purchase property and are advised not to rely on any representations made by the seller or their agents. Statements made the day of sale take precedence over all other printed materials.**

\_\_\_\_\_ INITIAL \_\_\_\_\_ DATE

# BIDDER INFORMATION & FINANCIAL QUALIFICATION

## BIDDER INFORMATION

Name: \_\_\_\_\_

Employer / Business Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## FINANCIAL QUALIFICATION

All bidders must provide financial institution references capable of verifying liquidity or borrowing capacity sufficient to complete the contemplated real estate purchase. Submission of this form constitutes authorization for the Auction Company and/or Seller to contact the institutions listed below. Bid approval is subject to satisfactory verification.

### FINANCIAL INSTITUTION REFERENCE #1

Institution Name: \_\_\_\_\_

Bank Officer Name & Title: \_\_\_\_\_

Direct Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### FINANCIAL INSTITUTION REFERENCE #2

Institution Name: \_\_\_\_\_

Bank Officer Name & Title: \_\_\_\_\_

Direct Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### FINANCIAL INSTITUTION REFERENCE #3

Institution Name: \_\_\_\_\_

Bank Officer Name & Title: \_\_\_\_\_

Direct Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## AUTHORIZATION

The undersigned certifies that the above information is accurate and authorizes financial references to communicate the financial capacity of the undersigned to Midwest Land & Home representative. The Auction Company reserves the right to approve or deny bidding privileges at its discretion.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## Bidder Acknowledgment & Agreement to Perform

By signing below, I, the undersigned Bidder acknowledges and reaffirms the obligations set forth in Pages 1 and 2 of the Online, Phone, & Proxy Bidding Terms & Conditions. I understand that this auction constitutes a cash sale not subject to financing or any contingencies.

I wish to place bids on the real estate being auctioned. Bidding may be conducted live, online, and via phone. I understand that my bids placed Online, by PHONE, or by a designated PROXY are subject to the TERMS AND CONDITIONS OF THIS AUCTION/SALE. If declared the Winning Bidder, I agree to immediately execute the Purchase Agreement as provided by Midwest Land & Home, LLC, without modification or delay, and to deliver an earnest money deposit equal to ten percent (10%) of the total purchase price.

I understand and agree that the earnest money deposit must be received by wire transfer or approved negotiable instrument by the designated escrow agent no later than one (1) business day following the auction, unless otherwise stated in the Auction-Specific Terms & Conditions. Failure to timely execute documents or deliver the required earnest money deposit may subject Bidder to legal or equitable remedies, including specific performance, forfeiture of bidding privileges, liability for damages, attorney fees, resale deficiencies, and remarketing costs. I further certify that adequate liquid funds and/or established lending arrangements are in place to complete the purchase in accordance with the stated closing timeline, including payment of the balance of the purchase price on or before the specified closing date.

This acknowledgment is binding and forms part of the Online Bidder Terms & Conditions.

Bidder Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

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

**THIS DOCUMENT AND A COPY OF A GOVERNMENT ISSUED PHOTO ID  
MUST BE RECEIVED BY 12:00, NOON, ON TUESDAY, May 19, 2026.**