Unreserved Public Real Estate Auction

Bob & Connie Bencharski

3 Parcels of Farmland
466.99± Title Acres – Thorhild, AB

Will be sold to the highest bidder

April 26, 2017

Edmonton Auction Site

AB/Thorhild County

Parcel 1 – NW 8-62-21-W4 – 159± Title Acres – Farmland

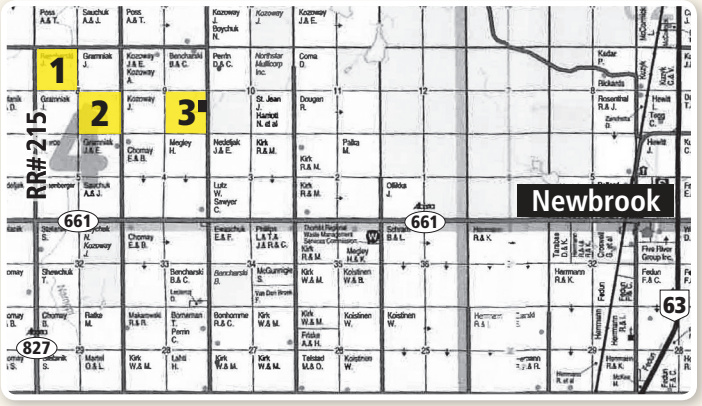
- 125± ac cult; 25± ac hay, 90± ac seeded pasture, balance bush, fenced & cross fenced, (2) dugouts, Neempi Creek, taxes $215.80

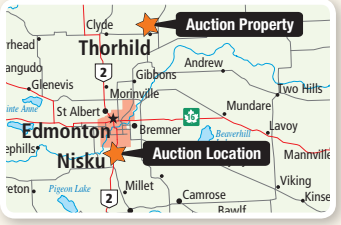
Parcel 2 – SE 8-62-21-W4 – 159± Title Acres – Farmland

- 150± ac cult; 10± ac green feed, 30± ac peas (2016), 35± ac hay, 75± ac seeded pasture, balance bush, fenced & cross fenced, dugout, Neempi Creek, taxes $462.48

Parcel 3 – SE 9-62-21-W4 – 148.99± Title Acres – Farmland

- 146± ac cult, peas in 2016, taxes $440.66





Directions to property

From **Thorhild, AB** go 19 km (12 miles) North on Hwy 827 to Hwy 661, continue 3.2 km (2 miles) North on Range Rd 215. Parcel #1 on East side of road.

Property may be viewed without an appointment

For more information:
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Broker: All West Realty Ltd.

Visit our website for auction and property details:

rbauction.com/realestate

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Unreserved Real Estate Auction – Terms and Conditions

The following terms and conditions (the "Real Estate Terms") form an integral part of the terms of the Bidder's Registration Agreement (the "Bidder Terms"). The Real Estate Terms apply to all sales of real property (the "Property"), and apply only to sales of real property. Where the Real Estate Terms are applicable, the Real Estate Terms shall prevail to the extent of any conflict with the Bidder Terms.

1. **UNRESERVED AUCTION.** The Property shall be sold to the highest bidder regardless of price at unreserved public auction. The sale shall not be subject to any minimum bid or reserve price.
2. **AGREEMENT OF PURCHASE AND SALE.** The purchaser shall execute an Agreement of Purchase and Sale, in the form provided by the Auctioneer, without modification, immediately after being declared the high bidder.
3. **CASH SALE.** This is a cash sale and is not contingent on Purchaser's ability to obtain financing.
4. **ESCROW AGENT.** Completion and closing of all real estate transactions will be handled by a qualified escrow agent (the "Escrow Agent") appointed by the Seller and the Auctioneer. All deposit, earnest and purchase monies in respect of the Property shall be paid to and deposited with the Escrow Agent.
5. **DEPOSIT.** Immediately after being declared the high bidder, the Purchaser shall submit a non-refundable deposit to the Escrow Agent in the amount of 25% of the Purchase Price (the "Deposit"). The Auctioneer may, in its sole discretion, accept a Deposit of 10% of the Purchase Price if provided with a copy of an unconditional letter of financing from a lending institution acceptable to the Auctioneer. The balance of the Purchase Price shall be paid at or before closing.
6. **ADMINISTRATIVE FEE.** Immediately after being declared the high bidder, the Purchaser shall pay the applicable administrative fee, if any, to the Auctioneer.
7. **TAXES**. Any and all applicable Federal, Provincial or State taxes must be paid by the Purchaser in addition to the Purchase Price, at or before closing. Any and all applicable property taxes shall be paid by the Seller and Purchaser pro-rata based on the date of closing.
8. **CLOSING**. Closing will take place on the date that is 30 days after the date of the auction, or such other date as may be mutually agreed by the parties. The Purchaser and Seller shall each be responsible for their own legal fees. Land title registration fees shall be paid by the Purchaser at or before closing.
9. **NON-PERFORMANCE**. Any failure by the Purchaser to complete the purchase of the Property will result in the Deposit and any further interest in the Property being forfeited.
10. **POSSESSION.** Purchaser will receive vacant possession on the date of closing.
11. **AS-IS SALE.** The Purchaser shall accept the Property "AS-IS", "WHERE-IS", and "WITH ALL FAULTS" as of the closing date and the Purchaser specifically agrees that neither the Seller nor the Auctioneer makes any representations or warranties of any kind whatsoever, expressed or implied, to the Purchaser as to the value, condition or fitness of the Property, environmental or otherwise, or any part thereof or improvements thereon. All descriptions, measurements and acreage provided by the Seller and the Auctioneer are to be used as a guide only. The Purchaser acknowledges and agrees that it is the Purchaser's sole responsibility to make such legal, factual and other inquiries, inspections and investigations as Purchaser considers necessary prior to bidding on the Property, and Purchaser hereby warrants and represents that he shall have satisfied himself as to the location and condition of the Property, and all descriptions with respect thereto, prior to bidding, and that he has had the opportunity to do so.
12. **NO MINES OR MINERALS.** Mines and minerals are not included and shall not be conveyed with the Property unless otherwise expressly provided.
13. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the purchase agreement.
14. **AGENT OF SELLER.** The Auctioneer (and any appointed real estate agent, where applicable) is acting as an agent of the Seller only, and not as an agent of the Purchaser or as a dual agent.
15. **NO ASSIGNMENT.** The Purchaser shall not assign his bid or obligation to purchase the Property to a third party without the prior written approval of the Auctioneer.
16. **FOREIGN OWNERSHIP RESTRICTIONS.** The Property may be subject to foreign ownership restrictions. Bidder acknowledges that it is Bidder's sole responsibility to make any necessary enquiries, including without limitation consulting with legal advisors, prior to bidding to ensure they are legally eligible to purchase the Property.