

## BIDDING PROCEDURES CHECK LIST / REAL ESTATE



- Obtain a catalog and "Binding Purchase Contract / Sealed Bid" form from the Treasurer's office. You may make as many photocopies of the form as you feel necessary.
- 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 and you will **not** have another chance to raise your bid. You should bid the highest amount you wish to pay for the property.

- Completely fill in (*please print clearly*) all of the

**BOXED**

portions of the "Binding Purchase Contract /

Sealed Bid" including:

- Fill in the **Item #** in the upper right portion of the "Binding Purchase Contract / Sealed Bid" (this shows in the first column of the property information pages under **ITEM**)
- Fill in the **PARCEL NUMBER** in the Subject Property section (this shows in the second column of the property information pages under **PARCEL NUMBER**)
  
- Fill in **Date of Bid**
- Fill in **Bid** (the Minimum Bid is \$778.00)
  
- Fill in **Name of Purchaser**
- Fill in **Mailing Address**
- Fill in **Telephone Number**
  
- Sign** in the boxed area in lower right hand corner

- Include payment in full (NO CASH).

- made payable to: **COUNTY TRUSTEE**
- in the amount of the **Bid** (the Minimum Bid is \$778.00)
- show the **Item #** in the remarks or memo section of your payment

- Place each "**Binding Purchase Contract / Sealed Bid**" and **payment** in a sealed envelope with "**SEALED BID**" indicated on the outside. Deliver it to the Treasurer at address shown on the cover of this catalog. If you choose to mail your bid to the Treasurer, be sure to allow sufficient time for the Treasurer to receive your bid before the last day to bid date. You may wish to mail your bid by certified mail or call the Treasurer to confirm timely receipt.

You will be notified by mail after the "last day to bid" date as to the auction results. If you are successful, you will receive a signed copy of your "Binding Purchase Contract / Sealed Bid". If you are unsuccessful, you will receive your payment marked "void" and a letter informing you of the amount of the successful bid.

## ENVELOPE FORMATS



*Please deliver each bid and payment in a separate sealed envelope. You should include only one bid and payment in each envelope.*

*While we recommend you hand deliver your bid, mailed in bids are also acceptable. No matter how the bid is delivered, it is your responsibility to insure that it is received on or before the "last day to bid" date. The date of postmark means nothing if the bid is not received in time. You might wish to consider using certified mail.*

### Suggested format for

SEALED BID  ITEM# _____
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### Suggested format for

Your Name Address City, State Zip	  County Treasurer Sealed Bid Auction Address City, State Zip
ITEM# _____	<b>DO NOT OPEN SEALED AUCTION BID</b>

**BINDING PURCHASE CONTRACT / REAL ESTATE / SEALED BID**

Item # \_\_\_\_\_  
The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

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

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

**Date of Bid:** \_\_\_\_\_  
**Bid:** \$ \_\_\_\_\_  
**MINIUMUM BID IS \$778.00**  
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.

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

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.

**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 30 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.

**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.

**Purchaser Acknowledgment.** The terms and provisions of any "Purchaser Acknowledgment" concerning this item are a part hereof.

Acceptance 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)

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**Possession.** PURCHASER shall not enter the subject property or any structure thereon or otherwise take physical possession thereof, or cause any detrimental alteration thereto, or remove any personal property therefrom, at any time before recording of the deed to PURCHASER. PURCHASER shall, at PURCHASER'S expense maintain the subject property in safe condition and assure its compliance with all applicable laws and ordinances from and after the date hereof and, if presently unoccupied, shall secure the same against unauthorized entry. No refunds will be made based upon damage to, or the condition of, the subject property or any structure thereon at any time.

**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 2021.

**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.

rev 8/15

Purchaser Signature(s)  
X \_\_\_\_\_  
X \_\_\_\_\_

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