

## TERMS AND CONDITIONS FOR THE SALE OF REAL ESTATE:

1. You will be bidding against the bank.
2. The bank has a predetermined amount that they can bid to. This is called the “upset price.” Only the bank, on the day of the sale, knows what this amount will be. It may be more or less than the judgment amount.
3. If you are the successful bidder, at least 25% of the purchase price must be paid by end of business day on the day of the Sheriff Sale.
4. The balance of your purchase price must be paid within twenty (20) days after the sale date. Reality transfer tax, title search, recording fee and 2% poundage of the first \$250,000 and ½% on any amount over the bid is paid out of the winning bid amount.
5. We accept cash or checks made payable to: Clinton County Sheriff’s Office. Certified checks should be made payable to yourself. If you are the successful bidder, you will be asked to sign your check over to Sheriff of Clinton County.
6. Presentation of Sheriff’s Deed will be within thirty (30) days after the sale date.
7. The properties are owned by the debtors until they are sold on the day of sale. Properties are not open for public viewing.
8. The Sheriff’s Office is not responsible for any liens against the Real Estate that were not submitted prior to this sale. We strongly suggest a title search be done prior to your bidding on sale day. You may be bidding on a property with liens against it that would become your responsibility if you are the successful bidder.
9. We are no longer collecting Current Year Taxes. If you become the successful bidder, you must contact the local tax collector for any amounts due. We do collect Delinquent Taxes.
10. The deposit paid by any bidder who fails to comply with the above conditions shall be forfeited.
11. Please note that the Sheriff’s Office has the right to “Abandon the Sale” if the proper paperwork and monies owed are not received in twenty (20) days of the date of sale.
12. Unless written exemptions are filed and received in the Sheriff’s Office no later than ten (10) days after the sale, distribution of the proceeds of the sale will be made in accordance with the proposed schedule of distribution.
13. The Sheriff shall not be liable for any loss or damage to the premises sold resulting from any cause whatsoever, and makes no representation or warranty regarding the condition of the premises. Properties are sold “As Is.”

**ALL SALE PROPERTIES ARE SUBJECT TO CHANGE AT ANY TIME PRIOR TO THE  
SALE.**