These Terms and Conditions ("Terms") apply to each private selling officer foreclosure sale auction (each an "Auction") conducted by Auction.com and/or their affiliates as the designated Private Selling Officer ("PSO") online at any Auction.com website (the "Website"). The Terms generally describe the foreclosure sale auction of real property (each, a "Property", and collectively, "Properties") by a PSO appointed by the court to sell the Property. As used in these Terms, each prospective buyer who participates in any Auction is a "Participant". As used in these Terms, the terms "PSO", and "Participant" shall also refer to the respective principals, agents, and affiliates of each. "Winning Buyer" is the Participant that submits the highest net bid in an Auction and meets all the terms and conditions of the sale and is acknowledged by the PSO immediately following the sale, by email or telephone as the winning bidder. As used in these Terms, each bid or offer submitted in any Auction is an "Offer".

Neither PSO, plaintiff, or servicer (including their parent, subsidiary or affiliated entities) nor any of their respective directors, members, manager, employees, agents or representatives (collectively, the "Parties") is acting as an agent for any Participant in any capacity. By registering for an Auction or submitting an Offer on the Website, Participant acknowledges having read and accepted these Terms, the Participation Terms (www.auction.com/lp/legal/participation-terms), and any additional terms and conditions posted on the Property's details page on the Website ("Property Page").

PSO's Website Terms of Use (www.auction.com/lp/legal/terms) and Privacy Statement (www.auction.com/lp/legal/privacy) are incorporated into these Terms by reference.

1. ACCOUNT CREATION AND REGISTRATION PROCESS

In order to participate in any Auction, Participants must register for the Auction which may include creating an Auction.com account.

All Participants are required to register for an Auction, which may include creating an account, on www.auction.com, and provide all necessary information prior to entering a bid. Participants may not impersonate, imitate, or pretend to be someone else when registering.

Registration Deposit. PSO may, in its sole discretion, require a refundable deposit to be placed with the PSO before Participant is able to place bids in any Auction to secure compliance with these Terms ("Registration Deposit"). Any required Registration Deposit must be received by the PSO in the form of electronic wire transfer or certified check no later than 3pm Central Time 2 business days before the start of the Auction or as otherwise designated by the PSO in accordance with the payment instructions provided by the PSO. Deposits received after the stated deadline may be processed at the PSO's discretion; however, no guarantees are made for participation in the Auction. A Participant who is not actively bidding or is not the highest bid after conclusion of an Auction may request the return of the Registration Deposit from the PSO.

NOTICE TO PARTICIPANTS: If you are considering bidding on a Property, you should understand that there are risks involved in bidding at a foreclosure auction. Placing the highest bid at a foreclosure auction does not automatically entitle you to free and clear ownership of the property and there is no warranty of title. You are responsible for reviewing the court's judgment to determine which liens are being foreclosed and marshalled by the sale.

2. DUE DILIGENCE

Due Diligence. It is each Participant's responsibility to conduct its own due diligence and investigate all matters relating to each Property that Participant is interested in purchasing, including, without limitation, legal matters, physical condition and attributes, environmental matters, economic matters, encumbrances, and all other aspects. The Parties do not make any representations or warranties as to the accuracy or completeness of any information provided, including but not limited to, the condition of the Property, the condition of title or descriptions of the Property. All Properties are being sold "**AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS**" and all sales are "**FINAL**" subject to court confirmation. Participants are encouraged to consult with a licensed real estate broker, contractor, attorney, financial advisor, tax advisor, and/or other relevant professionals.

3. BUYING

Bidding and Winning. Bidding is open to all bidders who comply with the registration requirements which include, but are not limited to, payment of a Registration Deposit, identity verification, and providing requested personal information. Any person who fails to complete registration, including submission and confirmation of the Registration Deposit by the stated deadline, shall not be eligible to participate in bidding during the Auction. Each bid is, by law, an irrevocable offer to purchase and each higher bid provided by a Participant shall cancel an earlier bid placed by such Participant. If the Participant who places the highest bid in an Auction fails to meet the requirements of these Terms and Conditions, such Participant's bid may be rejected at the sole and absolute discretion of the PSO. A Winning Buyer will be declared upon verification that Participant has met these Terms and Conditions. A Winning Buyer's high bid shall be deemed the "Winning Bid Amount". Any bid at Auction shall be deemed to include, without the necessity of a court order, interest at the statutory judgment rate on any unpaid portion of the sale price from the date of sale to the date of payment.

Documentation Following Sale. Winning Buyer must complete and return all documentation supplied to Winning Buyer upon the conclusion of the Auction (unless a longer timeframe is specified in writing by PSO), time being of the essence. If Winning Buyer fails to timely complete and sign all the required documentation, the PSO may declare Winning Buyer to be in default of these Terms and Winning Buyer may be held in default and the Property may immediately be resold. Additional information may be required to be provided to PSO upon request.

Full Winning Bid Amount Due. The Winning Bidder shall pay the full Winning Bid Amount to the PSO in the form of electronic wire transfer, cash or cash equivalent within 24 hours following the Auction unless otherwise set forth in the applicable Notice of Sale for the Property. The Registration Deposit, if applicable, may be applied to the Winning Bid Amount at the request of the Winning Bidder. Any failure to timely pay the required Winning Bid Amount may nullify the sale. Winning Buyer shall also be responsible for those costs, allowances and taxes that the proceeds of the sale are insufficient to cover. No personal checks, business checks or money orders will be accepted. Permitted form of checks should be made payable to Auction.com, LLC. Cashier's checks must be issued by a state or federal bank, savings and loan, or credit union. Foreign cashier's checks will not be accepted. Cashier's checks without a specified valid thru date will be accepted up to 180 days after the issue date. If a Sale is vacated, canceled, or not confirmed by the court, any funds paid by the Winning Buyer may be returned in accordance with applicable law and court order. The timing and eligibility of any such return are subject to court approval and are not guaranteed. If the Winning Bid Amount is not timely paid by Winning Buyer then (1) the PSO may declare Winning Buyer to be in default of these Terms; (2) the sale may be stopped from being finalized; (3) the Property may be re-auctioned by the PSO; (4) Winning Bidder consents to a Court order vacating the sale; (5) PSO may retain the Registration Deposit as outlined below; and (5) Winning Bidder shall be subject to the Failure to Perform section below.

Retention of Registration Deposit for Failure to Perform. In the event a Winning Bidder breaches these Terms including, but not limited to, failing to provide full funds for the purchase of a Property in accordance with these Terms, the entire Registration Deposit shall be forfeited by the Winning Bidder and be applied toward the sale deposit for such Property. In the event a Participant's Registration Deposit is forfeited due to a failure to perform, Participant shall be required to submit another Registration Deposit in order register for or to place a bid on any other Property.

Property Conveyance. All Properties are to be conveyed by a Foreclosure Sale Deed. No warranties of title are made in connection with the conveyance of title.

Subject to Court Confirmation. All Property sales are subject to confirmation by the court.

4. AUCTION

Extension of Auction Time. In order to allow final bids to be properly input and processed during an Auction, the time for bidding may be extended on any Property to allow for additional bids.

Cancellations and Postponements. The sale of a particular Property may be cancelled or postponed for various reasons and there is no guarantee that a particular Property will actually be auctioned. As such, the Auction may be postponed or cancelled at any time prior to or during the auction, so Participants should check back often for updated Auction date information. All cancelled or postponed Auctions as well as the date of the rescheduled Auction (if applicable) will be announced on the Website.

5. GENERAL INFORMATION

These Terms and the conduct of each Auction shall be governed by the laws of Illinois.

By registering and/or participating in an Auction, Participants understand that a Winning Buyer is legally obligated to timely pay the Sale Deposit and the remaining Balance Due on the Winning Bid Amount. PSO reserves the right to reject any Offer in its sole and absolute discretion.

6. DISCLAIMERS

DISCLAIMERS; PARTICIPANT REPRESENTATIONS; FAILURE TO PERFORM

ALL OF THE PROPERTIES WILL BE SOLD "AS IS, WHERE IS AND WITH ALL FAULTS AND LIMITATIONS". ALL PROSPECTIVE PARTICIPANTS ACKNOWLEDGE AND AGREE THAT NONE OF THE PARTIES HAVE MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING OR WITH RESPECT TO THE PROPERTIES. EACH PROSPECTIVE PARTICIPANT AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASES THE PARTIES FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OF THE PARTIES FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY ERRORS, OMISSIONS OR OTHER CONDITIONS AFFECTING THE PROPERTIES. THIS RELEASE INCLUDES CLAIMS OF WHICH PROSPECTIVE PARTICIPANT IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY PROSPECTIVE PARTICIPANT, WOULD MATERIALLY AFFECT PROSPECTIVE PARTICIPANTS RELEASE OF THE PARTIES. EACH PROSPECTIVE PARTICIPANT SPECIFICALLY WAIVES THE PROVISIONS OF ANY APPLICABLE STATE STATUTES WHICH PROVIDE A STATEMENT TO THE EFFECT OF: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

IT IS THE RESPONSIBILITY OF ALL PROSPECTIVE PARTICIPANTS TO PERFORM THE DUE DILIGENCE THEY DEEM NECESSARY PRIOR TO AUCTION DAY AND TO SATISFY THEMSELVES AS TO ITS PHYSICAL CONDITION AND ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ANY LIENS, ENCUMBRANCES, ASSESSMENTS, DUES, FINES AND/OR PENALTIES. PARTICIPANTS MAY WISH TO CONSULT WITH A LICENSED REAL ESTATE BROKER, ATTORNEY, FINANCIAL OR TAX ADVISOR OR OTHER PROFESSIONAL IN CONNECTION WITH ANY PROSPECTIVE BID. ALL SALES ARE FINAL SUBJECT TO APPLICABLE LAW. PLEASE BID ACCORDINGLY.

FAILURE TO PERFORM. IF WINNING BUYER BREACHES THESE TERMS AND/OR FAILS TO FULLFILL ANY OF THE OBLIGATIONS REQUIRED TO PURCHASE THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, SUBMISSION OF A COMPLETE BUYER INFORMATION FORM AND/OR PAYING THE BALANCE DUE AMOUNT, THEN WINNING BUYER MAY BE SUBJECT TO FORFEITURE OF THE REGISTRATION DEPOSIT TO JUDGMENT CREDITOR, OR ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW, AND MAY BE SUSPENDED FROM FUTURE AUCTIONS .