BippusUSA.com
NATIONAL AUCTIONS
HIGH-PERFORMANCE REAL ESTATE BROKER

PROPERTY INFORMATION PACKAGE



Proudly Offers

9241 E Outer Drive
Detroit, MI 48213

MLS List Price at Twice SEV for MLS Search Only
No Minimum Starting Bid! Plan Now! Be There! Bid Your Price!

$33,800.00

Preview:

Call John Bippus at 800-686-6416

www.BippusUSAcom 800-686-6416

Agency Disclosure: The member company acting as auctioneer/agent is an agent for the seller only.

Disclaimer: Information contained herein is believed to be correct to the best of the auctioneer/agent's knowledge but is subject to inspection and verification by all parties relying on it. Sellers, their representative and auctioneer/agent shall not be liable for inaccuracies, errors, or omissions. All square footage and other dimensions are approximate. This offering is subject to prior sale and may be withdrawn, modified or cancelled at any time without notice.

Property Information Packet (PIP)

Regarding the property located at:

9241 E Outer Drive
Detroit MI 48213

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Notice to Bidders

The information included herewith is a summary of information available from a number of sources, most of which have not been independently verified. The sources from which the information was gathered are believed to be reliable; however, all information contained within this package is subject to verification by all parties relying on it. No representations or warranties, expressed for implied, as to the accuracy or completeness of the information in this and/or other advertising materials shall be deemed made. No legal commitment or obligation shall arise, by reason of this package or its contents.

This summary has been provided only of the use of prospective bidders for the public auction scheduled for **TBD.** Buyer must rely on his/her own information, inspection, review of public records and own determination to bid, consulting whatever advisors he/she may feel appropriate.

The property described is being sold in "AS-IS, WHERE IS" condition subject to "ALL FAULTS". Neither BippusUSA.com nor the Seller or their respective agents make any express or implied warranties of any kind. This listing may be withdrawn and/or modified without notice at any time.

BippusUSA.com is a Michigan Licensed Real Estate Broker acting as agent of the seller.



Exclusive Listing



BippusUSA.com
800-686-6416
Preview:

By Appointment with any licensed Real Estate Agent of your choice, call for showing instructions.

9241 E Outer Drive
Detroit, MI 48213

Property Features:
961± sf Two bedroom, one bath, brick bungalow built in 1964 with basement, one car Garage. (NGFA) Natural gas forced air heat. Located on Outer Drive E between Gratiot Avenue and Hayes St North of I-94.

Lot size: 50’ x 120’ ±
Taxes: $1,430.62
SEV: $16,900 (2016)
Closing: in 90 days with Probate Court approval



Detached 1-Car Garage

Seller will provide a warranty deed, transfer tax, tax proration, and title insurance.

Directions: Located on Outer Drive E between Gratiot Avenue and Hayes St North of I-94. From the West take Gratiot Ave North to Outer Drive East. Make a U-turn at Newport St, destination on right. From the East, Take exit 222A for Outer Dr toward Chalmers Ave. Turn right onto Outer Dr E, destination will be on the right.

Agency Disclosure: The member company acting as auctioneer/agent is an agent for the seller only.
Disclaimer: Information contained herein is believed to be correct to the best of auctioneer/agent’s knowledge but is subject to inspection and verification by all parities relying on it. Sellers, their representative and auctioneer/agent shall not be liable for inaccuracies, errors, or omissions. All square footage and other dimensions are approximate. This offering is subject to prior sale and may be withdrawn, modified or cancelled at any time with out notice.



Kitchen view



Dining area



Living room



Bedroom 1



Bedroom 2



Bathroom



Front view



Detached Garage 1 car



Rear view



Furnace/Water heater



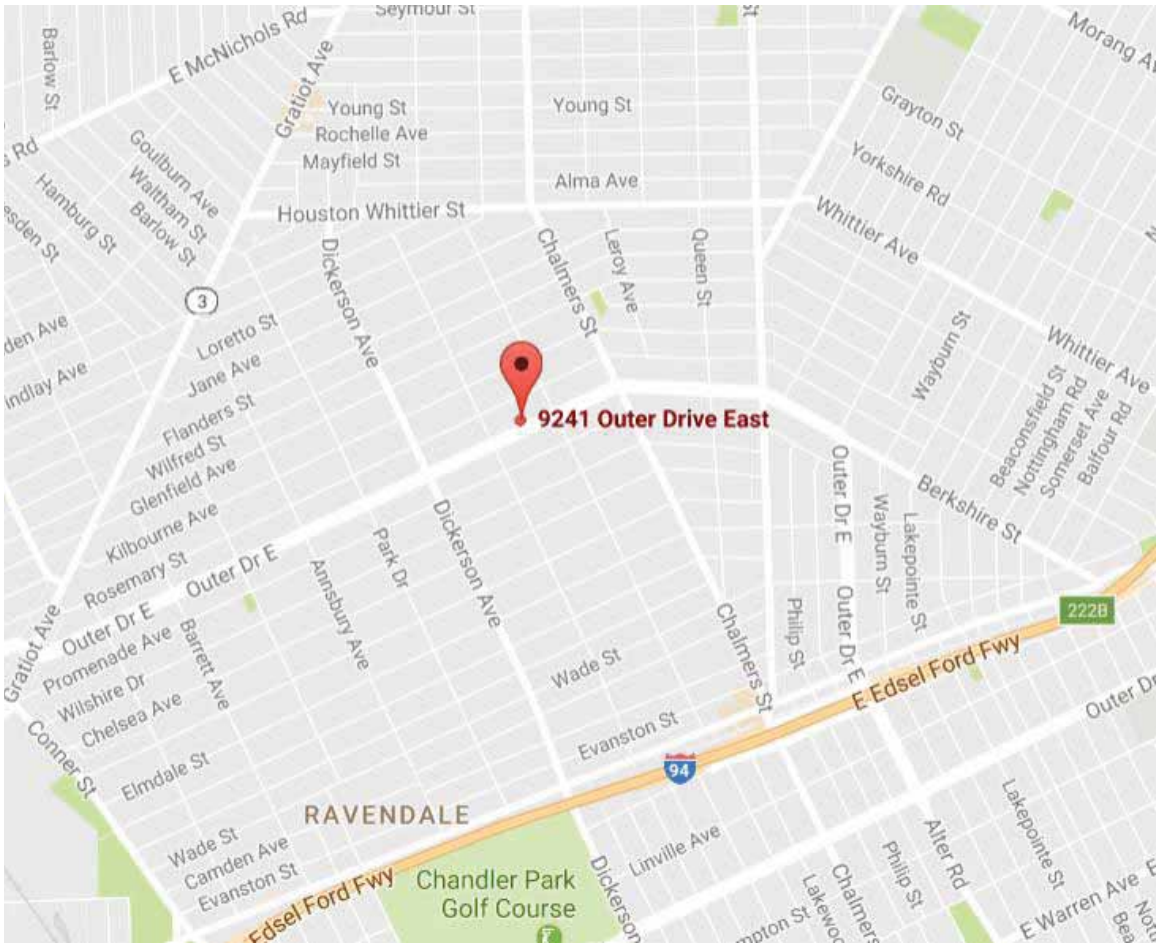
Basement view 1



Basement view 2

Driving Map for:

9241 Outer Drive East
Detroit, MI 48213



Directions:

Located on Outer Drive E between Gratiot Avenue and Hayes St North of I-94. From the West take Gratiot Ave North from I-94 to Outer Drive East. Make a U-turn at Newport St, destination on right.

From the East, Take exit 222A for Outer Dr toward Chalmers Ave. Turn right onto Outer Dr E, destination will be on the right.

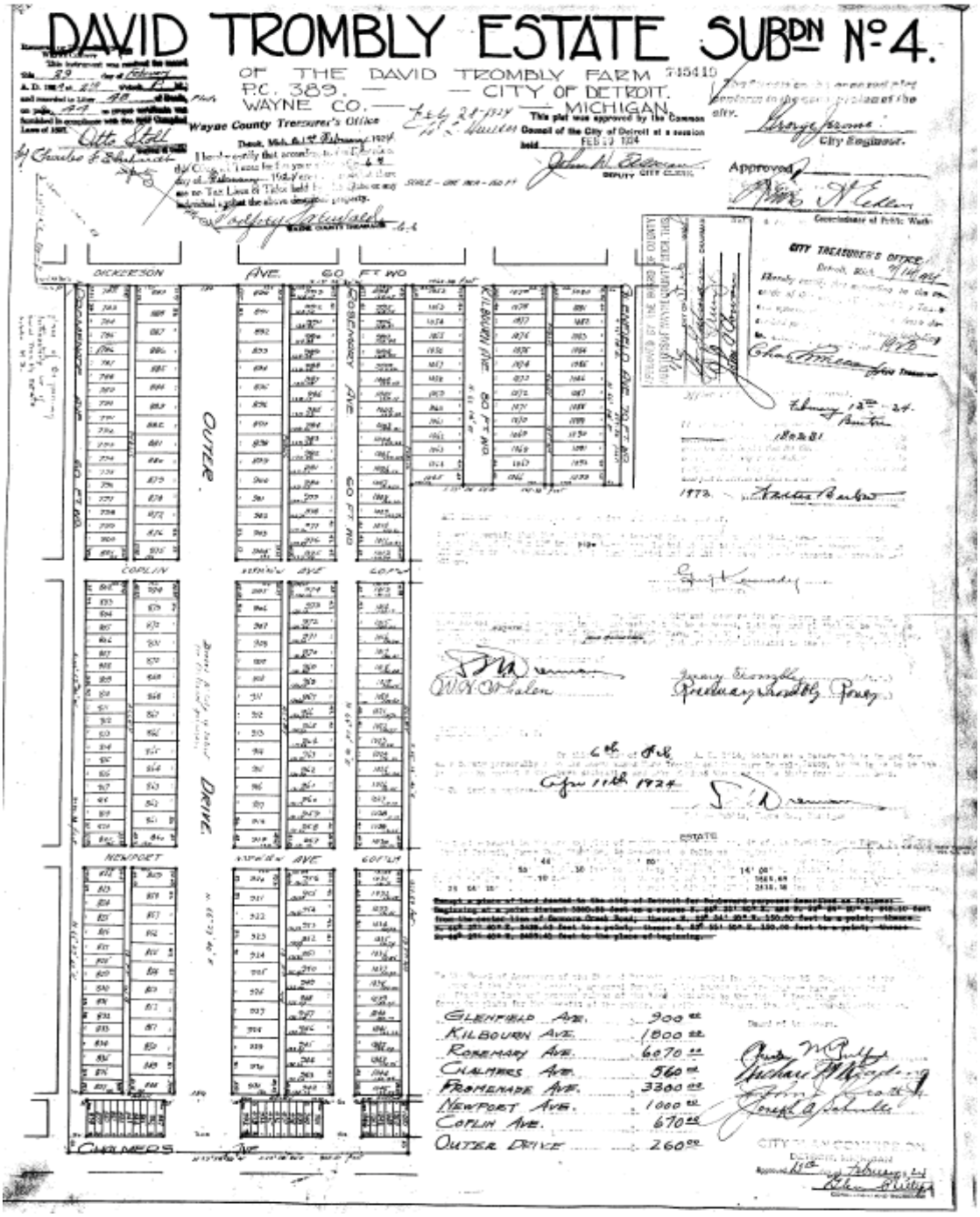
GIS Drawing of Property at: 9241 E Outer Drive, Detroit , MI 48213



Legal Description from County Records:

N OUTER DR E 912 DAVID TROMBLY EST SUB NO 4 L48 P44 PLATS, W C R 21/718 50 X 120

Plat Map of Property at: 9241 E Outer Drive, Detroit, MI 48213



Legal Description from County Records:

N OUTER DR E 912 DAVID TROMBLY EST SUB NO 4 L48 P44 PLATS, W C R 21/718 50 X 120

Broker Participation Terms & Acknowledgement

Note: You do not have to have a broker to buy property at auction.

This form is void unless received via fax by BippusUSA.com at 1-888-481-5108 not later than 3:00 p.m. EST on the last business day prior to the auction date.

Auction date: TBD

Property Address: 9241 E Outer Drive, Detroit, MI 48213

A commission will be paid based on the following schedule to any properly licensed real estate broker whose Buyer/Bidder is the successful purchaser for this property and who actually closes and pays the Total Contract Sale Price for this Property. Payment made to Broker upon closing

3% of the opening bid written below on this form prior to the opening of the auction.

1% of the balance between the submitted written opening bid and the actual high bid as per the contract (not including buyer's premium)

In the absence of a written opening bid, 1% of the successful high bid will be paid.

Broker agrees that if the commission pool is negotiated down in order to confirm the sale, they will accept a proportionate cut. Maximum broker participation shall not exceed 3% of the high bid. Oral registration will not qualify Broker for commission. Agent or Broker MUST attend the auction. Broker agrees that he shall hold harmless and indemnify BippusUSA.com, including its reasonable attorney's fees, from any and all claims with regard to such commission. State Law requires that Broker/Salesperson disclose that they are principals in a transaction. Brokers acting as principals are not eligible for this commission. No exceptions will be made to the terms of this form.

Name of Broker: _____

Name of Company: _____

Name of Sales Assoc.: _____ **Broker License #** _____

Address: _____

City, State, Zip: _____

Phone #: _____ **Fax #** _____

Email address: _____

****

Bidder/Buyer Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____ **Email address:** _____

****

The undersigned buyer/bidder makes an opening bid of $ _____ **for the property located at** _____

I agree to the terms set forth herein.

_____ _____ **Date:** _____

Broker Signature **Bidder/Buyer Signature**

Received by BippusUSA.com _____ **Date** _____

TERMS & CONDITIONS

YOU ARE URGED TO INSPECT THE PROPERTY BEFORE THE AUCTION

The information provided is subject to inspection and verification by all parties relying on it. Buyers must rely solely upon their own investigation and not any information provided by the Seller or Auctioneer. No liability for accuracy, errors or omissions is assumed by the Seller or agents. This listing may be withdrawn or modified without notice at any time. All square footage, lot size measurements and dimensions provided are approximate. No warranties or guarantees are expressed or implied. Seller's disclosure statement may be available prior to sale except on lender owned, court supervised, and estate sales. The purchaser/buyer must rely on his/her own information, inspection, record and determination. **Properties are sold "AS IS" "WHERE IS" and should be fully inspected prior to bidding.**

CONDITIONS

If you do not agree with any of the terms and conditions stated DO NOT BID. The terms of sale are non-negotiable. The auctioneer's decision is absolute and final in the event of a dispute over any matter. If there is a tied bid, the auctioneer will reopen the bidding. The auctioneer reserves the right to accept bids in any increments he feels are in the best interest of his clients and reserves the right to waive any previously announced requirements. All announcements from the auction block supersede any printed material or any other statements made previously. BippusUSA.com represents the seller.

STARTING TIMES

Please be prompt as it only takes minutes to sell a property. There will be an explanation of the Auction Process and Terms and Conditions before each property is sold. When, at the sole discretion of the auctioneer present, the auction is opened for bid, all absolute properties will be sold to the highest bidder. All properties will be sold ON-SITE, RAIN OR SHINE, unless otherwise noted!

FINANCING INFORMATION

Buyers are to obtain their own financing. No purchase is contingent upon financing.

BROKER PARTICIPATION

Cooperating Brokerage is encouraged with licensed real estate brokers. A commission of one to three percent (1-3 %) will be paid by BippusUSA.com to a cooperating buyer's broker who registers the successful bidder who closes on the property. (**No commission will be paid if the bidder fails to close**). **Broker must register his/her client by mail or fax** with BippusUSA.com, 11811 Anchor Lane, Three Rivers, MI 49093. Fax 888-481-5108. Registration must be on the broker registration form provided by BippusUSA.com and **must be signed by broker/salesperson and client**. Additionally the cooperating broker **must attend the auction with his/her client**. Brokers acting as principals are not eligible for this commission. There can be **NO EXCEPTIONS** to this procedure, and **no broker registrations can be accepted at auction site**. BippusUSA.com is acting as agent for the seller. If there is a minimum commission of if the commission is reduced in negotiations all parties shall share proportionately in this figure equally up or down on the same percentage basis. BippusUSA.com shall have full and complete control in regards to commissions negotiated with Seller.

BIDDER REGISTRATION and DOWNPAYMENT REQUIREMENTS, for ON-SITE AUCTIONS, BID by PHONE, and ABSENTEE:

A cashier's check, certified check cash or money order made payable to yourself in the amount of $1,000.00 must be shown at registration (**but not tendered**.) ➢ An escrow deposit of 10% of the contract price is required of the winning bidder at the conclusion of the auction. ➢ $1,000.00 of that amount is payable in cash or certified funds for **each property purchased**. ➢ If you are the high bidder, you will turn this check over as part of your deposit; if you are not the high bidder; simply re-deposit your check back into your bank. ➢ Balance of deposit may be paid with personal or business check. ➢ Minimum deposit is $1,000.00. ➢

ON-LINE BIDDING:

There is no fee to register although a valid credit card will be required to verify identity and funds.
At the conclusion of the auction the Successful Winning Bidders (Buyer) must make a **10% ($1,000 MINIMUM)** non-refundable down payment per property within 24 hours of the auction. Electronic wire funds, and cashier checks sent overnight mail, direct bank deposit (a 5/3 Bank deposit slip is available upon request). These are the only forms of payment accepted. The balance of the purchase price and all closing costs are due within 30 days.
Purchase documents are provided for execution with the Property Information Package. Buyer shall have two (2) days following the auction to return all completed documents or shall be subject to paying a liquidated damages amount equal to the down payment. In the event the winning bidder fails to make the required downpaymnet and or execute the required contracts FOR ANY REASON they herby authorizes the auction company to charge said fee to the credit card provided at registration. If you wish to have the purchase documents reviewed by an attorney, please contact Auctioneer PRIOR to the Auction. The contract and terms of the auction are not subject to negotiation.

ADDITIONAL TERMS FOR PROPERTIES

A 10% Buyer's Premium will be added to the final bid and included in the contract price as shown on an addendum or acknowledgement form. ➢ A published "suggested opening bid" and "opening bid" auction is sold with reserve and subject to seller confirmation. ➢Seller will furnish deed, free & clear of liens. ➢ Seller to provide title insurance, transfer tax. ➢ Buyer pays the title office closing fee. ➢ Listing may be withdrawn or modified without notice at any time.

OTHER

This auction is conducted by BippusUSA.com acting as auctioneer/listing agent BippusUSA.com is solely responsible for the terms and conditions of this auction and the manner in which it is conducted.

ALL REGISTERED BIDDERS ACKNOWLEDGE THAT THEY ARE ENTERING INTO A BINDING CONTRACT. THERE ARE NO REFUNDS OR BID CANCELLATIONS. AN ON-LINE BID ACCEPTED AT PUBLIC AUCTION IS A LEGAL AND BINDING CONTRACT TO PURCHASE.

BippusUSA.com

Frequently Asked Questions

- ***Why is the property being sold at auction instead of using the traditional listing method:***
  Some owners require an Accelerated sale for various reasons including; foreclosure, divorce, bankruptcy, estate settlement, transfer, surplus disposal or corporate liquidation. Our clients need to know when their property will be sold.

- ***Why sell at auction?***
  To sell on a known date, with the maximum number of interested parties present, and prepared to purchase, on the day of sale.

- ***What is the minimum bid?***
  If the property is designated as an absolute property:
  The property will be selling to the highest and last bidder, regardless of price.
  The crowd will start the bidding.
  If the property is NOT designated as an absolute property:
  The sale is subject to seller confirmation. In the event there is no minimum bid, and/or no suggested opening bid; the crowd will start the bidding wherever they like. The final bid is subject to seller approval. The seller's are very motivated, and BippusUSA.com expects to sell the property on auction day. *(**Note:** The seller reserves the right to make Absolute day of sale.)*

- **What will the house sell for?**
  It is not possible to give a correct answer. It all depends on the bidders on the day of auction.

- **How much will the property bring?**
  There is no way of predicting the selling price prior to the day of sale. Neither BippusUSA.com nor any involved realtor is able to accurately predict the outcome of a sale.

- ***How much is the property worth?***
  A current appraisal or the last listed price may give a guide. It should not be regarded as the definitive value.

- ***How much will the property sell for?***
  In an auction you just never know! It is dependent upon the number of interested bidders present, and what they are prepared to pay on the day.

- ***Is there a starting bid?***
  The BIDDERS determine the starting bid on the day of the sale.

- ***What about title? Will I buy a property with unpaid taxes or liens. What is the mortgage?***
  All BippusUSA.com auction properties are sold with good, insurable title and no liens, judgements, mortgages, or back taxes. There are no assumable mortgages on auction properties.

  (For absolute properties with mortgages, if the price comes in below the mortgage, the seller brings cash to closing so the mortgage will be paid off)

  If the title cannot be cleared, the deposit is refunded to the Buyer.

- ***If I can't be present at the auction can someone bid for me? Can I bid by telephone?***
  Yes. You may appoint a representative to bid on you behalf or BippusUSA.com offers live remote bidding by telephone.

- ***Can I make an offer before the auction?***
  Absolutely. We will write the offer and present it to the owner for acceptance. Of course, the Terms & Conditions of the auction should be followed. We recommend that you make your best offer at this time.

- ***What happens if the high bidder fails to close?***
  BippusUSA.com immediately notifies the backup bidder in order to secure a new Purchase Agreement. If not, the property is made available to other registered bidders and the open market.

- ***What guarantees are there?***
  The seller provides title insurance & warranty deed at closing, guaranteeing good, free & clear title. Property is sold as is. Any inspections can be done prior to the auction. (Any known defects must be disclosed--- BippusUSA.com must know of these defects so they can be announced on sale day to bidders, if appropriate.)

- ***What is the Buyer's premium?***
  The buyer's premium becomes part of the contract price. Usually 10% will be added to the bid price to determine the contract price. This must be taken into consideration when bidding.

- ***Is there any financing?***
  No. The buyer is responsible for their own financing (the sale is NOT contingent upon financing.) If bidders plan to finance, they may want to have a bank pre-qualify them. (Historically, BippusUSA.com has not had a problem with a bank closing in 30 days as long as they have had the buyer's financial info handy)

- ***This is my first auction, what should I do?***
  First, we recommend that you call your lender and pre-qualify. Then check out the values in the neighborhood and inspect the property. Set a range of value or limit for your bidding and be prepared to bid up to that limit. Arrive early at the auction site to register and get to know the auction staff. Get comfortable and relax. Listen closely to the Auctioneer. Raise your bid card to signal a bid. The Auctioneer will use his rhythmic "chant" to call the bids. Bid assistants will help you if you so choose. Don't be bashful or you may miss a great opportunity.

- ***How long will the auction last?***
  The auction takes only a few minutes and start precisely on time. It is advised that bidders arrive at least 15 minutes before sale time.

- ***How big is the response to auctions? How many people show up?***
  There is no way to predict this. You really never know until sale day how many bidders will show up. All auctions are widely publicized and an open day is usually held ahead of time to allow bidders access to see the property in an unhurried way. Many factors influence prospective bidders.

AUCTIONEER'S NOTE:

If you are interested in an advertised property, whatever price you have in mind, BippusUSA.com, strongly encourages you to attend the auction. The process doesn't take long, and it can be fun. We are not in this business for practice, at the end of the sale someone will be the lucky buyer. Why shouldn't it be YOU!

This auction is conducted by BippusUSA.com acting as auctioneer/listing agent. BippusUSA.com is solely responsible for the terms and conditions of this auction and the manner in which it is conducted.

BippusUSA.com

11811 Anchor Lane
Three Rivers MI 49093
800-686-6416 Office-Toll Free 888-481-5108 Fax

PURCHASE CONTRACT _____Date

Through you, as agent for the seller, I or we will give for the following described property located at:

_____ County of _____, Michigan.

Legally described as: (attached if left blank) _____

The sum of

_____$_____

PAYABLE AS FOLLOWS: Cash or Certified US funds upon execution and delivery of the deed, (warranty, limited warranty, special warranty, or quitclaim) conveying insurable title, free and clear of all encumbrances, assessments or liens except: the current and subsequent year's property taxes, easements, covenants & restrictions of record, zoning, and all forms of governmental regulation. The property is purchased in absolute "as is, where is" condition.

1. Time is of the essence and this is an irrevocable offer to purchase with no contingencies. Seller has a deadline to accept in writing by _____ (date and time) or five business days if left blank. In the event offer is accepted and Buyer fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of **SELLER'S** further remedies. Either party may demand specific performance of this agreement.
2. As evidence of good faith binding this contract, a non-refundable down payment of $_____ is made to be applied to the purchase price at closing. Down payment to be refunded only if title is uninsurable. If down payment is made with personal check, it shall be made payable to BippusUSA.com ***or*** _____
3. Improvements and fixtures. All realty improvements and fixtures are included in the price, including but not limited to the following: all electrical, gas, central heating and air, plumbing, including water softener, water heater and propane tanks (except rental units), built-in appliances, drapery hardware, attached carpeting, garage door opener, and _____. Rented mechanical units and window a/c units are not included. Personal property and or equipment is not included.
4. **Closing shall be on or before thirty (30) days from this date**, subject to seller's acceptance and confirmation, unless otherwise indicated in special provisions or as follows: Once this contract has been signed and accepted by the **buyer and the seller it becomes Irrevocable and Absolutely binding on all parties, heirs and successors**. An additional thirty (30) days to close can be allowed at the **seller's** option. If checked: ☒Yes **This contract is subject to probate court approval and closing to be within,** ☐ **60 days** ☒ **90 days**, with an additional 30 days allowed at the **seller's** option. In the event the court does not approve this contract it becomes null and void.
5. **If Buyer defaults, Seller may enforce this agreement, or may declare Buyer's right to purchase terminated, retain the down payment as partial liquidated damages, and pursue other legal remedies. If the Seller defaults, buyer may enforce this agreement, or may request the return of the down payment and pursue legal remedies. If this agreement is not closed in the time and manner provided, the Auctioneer/Broker shall have the absolute right to determine the respective positions of the parties, and is authorized by the undersigned to take such actions with respect to the down payment as Broker deems appropriate. Broker/Auctioneer is indemnified and held harmless by the undersigned parties for their actions taken. Broker/Auctioneer has no responsibility for the performance of this agreement by the parties.**

SPECIAL PROVISIONS:

_____

_____

We have read the entire contents of this contract, front and back, and acknowledge receipt of same. We are not relying on verbal statements not contained herein. We further certify that we have examined the property described herein and that we are thoroughly acquainted with its condition and accept it as such. Delivery of acceptance of this offer after signing by the parties is not necessary to create a binding contract.

Witness/Auctioneer/Broker: _____ License # _____

Buyer's **X** _____ Buyer's Address _____
(Signature)
Name Printed _____ _____

Buyer's **X** _____ _____
(Signature)
Name Printed _____ Telephone: _____
(W) _____
_____ (Fax) _____
Marital Status or Entity
(e-mail)_____

****

The above proposition is hereby accepted this _____ day of _____, 20____
at _____AM / PM and **SELLER** acknowledges receipt of a copy of this contract.

Seller_____ Seller _____

6. The buyers, within time allowed for delivery of evidence of title and examination thereof, may have the Property surveyed at the buyer's expense. When the closing occurs, Buyer shall be deemed to have accepted the location of such improvements on, and the boundaries of, the property.
7. This agreement is not subject to Buyer being able to qualify for financing. In case of such default, the provisions of Paragraph 1 shall apply.
8. The Buyer may assign interest in this agreement only with the expressed written consent of the Seller.
9. This agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes. A fax signature shall be considered a binding contract.
10. Commercial/Business: Inventory is to be paid for at/or before closing and is not included in the contract price. The contract is not subject to SDM, liquor or any other license transfer. The business equipment included in the purchase price, if any, is on an attached list. Equipment not specifically listed in not included and may be removed at the seller's option and expense. Rented equipment is not included.
11. The Buyer either has received all compliance materials or expressly waives all notices or paperwork related to: seller disclosure, lead based paint, fair housing act, radon, harmful molds, and all other disclosure or compliance laws or programs. The Buyer chooses to transact on these terms.
12. Possession of the above described property shall be given at closing, subject to the rights of tenants, if any, under existing leases and state law.
13. Unplatted lands: If the property is not a new land division or boundary change, the SELLER is transferring to the buyer all available divisions, if any, but makes no representations as to the number. Buyer has not relied on any information or opinions of the broker, salespeople, auctioneer or the seller. If the property is being split from a larger parcel, no divisions are included. This contract is contingent upon the seller obtaining government approval of the proposed land divisions and if approval is denied this contract becomes null and void and the buyer's down payment is to be returned.
14. Municipal Inspections: It is the buyer's responsibility to pay for and obtain all required municipal inspections. The buyer hereby certifies that they will comply with said inspection requirements.
15. Personal Property: The seller is not responsible to remove trash and personal property but may do so at their option prior to closing.

The property sells as is, where is, with no warranty expressed or implied, with all its faults and defects in its present condition.

All risks of loss with respect to the property shall remain with **SELLER** until the closing is completed.

COMPENSATION: Seller and Buyer acknowledge that Brokers shall be compensated for services rendered as previously agreed by separate written agreement(s) and or addendum and or acknowledgement form. The payment of a buyer's premium by the buyer in no way constitutes the creation of an agency relationship between the Broker/Auctioneer and the buyer.

TITLE INSURANCE: An ALTA Owner's Policy of Title Insurance with standard exceptions in the amount of the purchase price shall be furnished to **BUYER** at **SELLER'S** expense and a commitment to issue a policy insuring insurable title vested in **BUYER**; a real estate tax status report, shall be made available for **BUYER'S** inspection prior to closing. **BUYER** will pay the cost of mortgage title insurance, if required.

TAXES AND ASSESSMENTS: Current real estate taxes, except special assessments, shall be prorated to the date of closing. The balance amount owing of the lien of any special assessments shall be paid by the seller at the time of closing; except that special assessments becoming a lien after closing will be paid by buyer. Seller shall pay real estate transfer taxes.

PRORATIONS: Items normally prorated in real estate transactions shall be adjusted to the date of closing. Buyer pays the title company's closing fee. All rental security deposits shall be paid to buyer at closing.

INDEMNIFICATION AND HOLD HARMLESS: All parties to this agreement hereby agree to indemnify and hold harmless Broker/Auctioneer including attorney fees and court costs, incurred as a result of all aspects of this transaction.

VENUE & SETTLMENT OF DISPUTES: All parties to this agreement hereby agree that all disputes will be settled in the venue of the St. Joseph County Circuit Court, St Joseph County Michigan. Further it is agreed that all parties shall first submit to binding arbitration, in St Joseph County, Michigan should a dispute arise. Broker/Auctioneer may collect reasonable attorney fees should seller or buyer be adjudicated against in either arbitration or appeal.

BROKER /AUCTIONEER: BippusUSA.com is a DBA for John Bippus Co. a Michigan Corporation

All parties to this transaction understand that Auction Firm is independently owned and operated.

LEAD-BASED PAINT SELLER'S DISCLOSURE FORM

REALTOR®

EQUAL HOUSING OPPORTUNITY

Street Address _____ City, Village, Township _____ MI State

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

I. Seller's Disclosure (initial)

X ____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

or _____

_____

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

X ____ (b) Records and reports available to the seller (check one below):

☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

or _____

_____

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Seller certifies that to the best of his/her knowledge, the Seller's statements above are true and accurate.

Date: _____ X _____ Seller

Date: _____ _____ Seller

II. Agent's Acknowledgment (initial)

____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Agent certifies that to the best of his/her knowledge, the Agent's statement above is true and accurate.

Date: _____ John W Bippus Agent BippusUSA.com/John Bippus

III. Purchaser's Acknowledgment (initial)

____ (a) Purchaser has received copies of all information listed above.

____ (b) Purchaser has received the federally approved pamphlet *Protect Your Family From Lead In Your Home.*

____ (c) Purchaser has (check one below):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards;

or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Purchaser certifies to the best of his/her knowledge, the Purchaser's statements above are true and accurate.

Date: _____ _____ Purchaser

Date: _____ _____ Purchaser

FORM L-3 10/96

RESPONSIBILITIES OF SELLERS UNDER RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT

Information for Sellers and Purchasers

The disclosure requirements listed below are imposed on sellers of residential housing **built prior to 1978.**

1. Sellers must disclose the presence of any lead-based paint hazards actually known to the seller. A *Lead-Based Paint Seller's Disclosure Form* for providing such information is available from your REALTOR®. This disclosure must be made prior to the sellers' acceptance of the purchasers' offer. An offer may not be accepted until after the disclosure requirements are satisfied and the purchasers have had an opportunity to review the disclosure language, and to amend their offer, if they wish.

   a. If the sellers are aware of the presence of lead-based paint and/or lead-based paint hazards in the property being sold, the disclosure must include any information available concerning the known lead-based paint and/or lead-based paint hazard, including the following:

      i. The sellers' basis for determining that lead-based paint and/or lead-based paint hazards exist;
      ii. The location of the lead-based paint and/or lead-based paint hazards; and
      iii. The condition of the painted surfaces.

   b. If a lead-based paint hazard is not known to the seller, the disclosure must include a statement disclaiming such knowledge.

   c. The sellers must provide a list of any records and reports available to the sellers pertaining to lead-based paint and/or lead-based paint hazards, copies of which must be provided to the purchasers. (If no such records or reports exist, the disclosure statement should affirmatively so state.)

   d. The disclosure must include the following government-mandated *Lead Warning Statement:*

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Sellers must provide purchasers with a copy of the federal pamphlet entitled *Protect Your Family From Lead In Your Home,* a copy of this pamphlet is available from your REALTOR®.

3. Sellers must permit a purchaser a ten (10) day period (unless the parties mutually agree, in writing, upon a different period of time) to have the property tested for lead-based paint before the purchasers become obligated under the buy and sell agreement.

The undersigned hereby acknowledge that the REALTOR® named below has reviewed the contents of the *Responsibilities of Sellers Under Residential Lead-Based Hazard Reduction Act* with me and provided me with a copy.

☐ Seller(s) ☒ Purchaser(s) (check one)

REALTOR®

_____ John W. Bippus

_____ _____

Date: _____ Date: _____

Form L-2 7/96

BippusUSA.com,11811 Anchor Lane Three Rivers,MI 49093
Phone: (269)244-1111 Fax: (888)481-5108 John Bippus

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MICHIGAN ASSOCIATION OF REALTORS®

Disclosure Regarding Real Estate Agency Relationships

EQUAL HOUSING LENDER

K-1

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

(1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:

(a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.

(b) The performance of the terms of the service provision agreement.

(c) Loyalty to the interest of the client.

(d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.

(e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. **A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.**

(f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.

(g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

(2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:

(a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.

(b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.

(c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.

(d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.

(e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

BUYER'S AGENTS

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

DUAL AGENTS

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

TRANSACTION COORDINATOR

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

DESIGNATED AGENCY

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

LICENSEE DISCLOSURE (Check one)

I hereby disclose that the agency status of the licensee named below is:

- X Seller's agent
- _____ Seller's agent – limited service agreement
- _____ Buyer's agent
- _____ Buyer's agent – limited service agreement
- _____ Dual agent
- _____ Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- _____ None of the above

AFFILIATED LICENSEE DISCLOSURE (Check one)

- _____ Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- _____ Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

John Bippus _____ 1-19-2017 _____
Licensee Date

_____ _____
Licensee Date

ACKNOWLEDGMENT

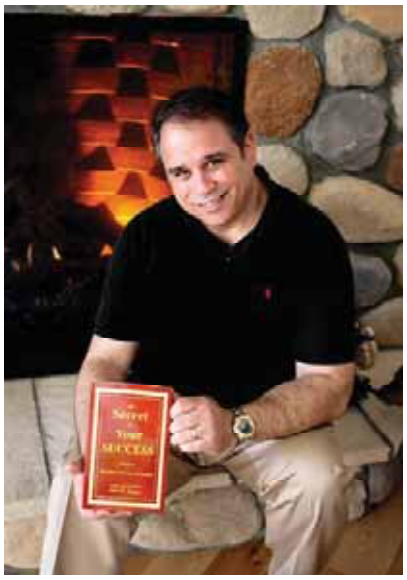
By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned _____DOES XX DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as _____ SELLER _____ BUYER.

_____ _____
Potential Buyer/Seller (circle one) Date

_____ _____
Potential Buyer/Seller (circle one) Date

Disclaimer This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.



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John Bippus

President

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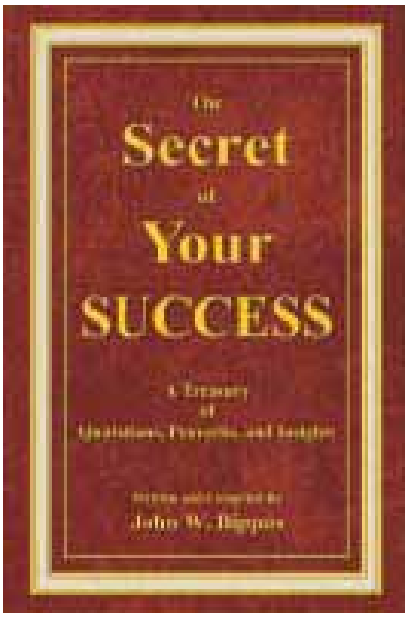
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Commercial Board of REALTORS®

PROFESSIONAL DESIGNATIONS & EDUCATION

AARE	Accredited Auctioneer Real Estate
CAI	Certified Auction Institute
CES	Certified Estate Specialist
GRI	Graduate of REALTORS Institute
GMAS	Graduate of Missouri Auction School
RYT	Registered Yoga Teacher

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Indiana University Bloomington

ces
certified estate specialist



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MGA
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Current **Community Service**

Glen Oaks Community College Board of Trustees

St. Joseph County Road Commissioner

Board Member and Past President of the Michigan Guardianship Association

John Bippus Charities

Former Chairman and thirteen year member of the St. Joseph County Board of Commissioners

Former Chairman of the Board of the St. Joseph, Branch, Hillsdale Health Agency

Former Chairman, St. Joseph County Retirement Board of Directors

Former Chairman, E-911 St. Joseph County Central Dispatch Policy Board

Former three term Three Rivers City Commissioner & Mayor pro-tem

Past President of the St. Joseph County Association of REALTORS

Former Officer and Life Member of the Michigan State Auctioneers Association

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

REAL ESTATE BROKER LICENSE

JOHN BIPPUS CO
DBA: BIPPUSUSA.COM
11811 ANCHOR LANE
THREE RIVERS, MI 49093

PERMANENT ID NO.	EXPIRATION DATE	AUDIT NO.
6505304016	10/31/2018	207589

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

REAL ESTATE ASSOCIATE BROKER LICENSE

JOHN W BIPPUS
11811 ANCHOR LANE
THREE RIVERS, MI 49093-000

EMPLOYING BROKER# 6505304016
JOHN BIPPUS CO
DBA: BIPPUSUSA.COM

PERMANENT ID NO.	EXPIRATION DATE	AUDIT NO.
6502106121	10/31/2018	219419

Indiana Professional Licensing Agency

John W. Bippus

AUCTIONEER LICENSE

AU19400012

Expiration Date: 2/28/2020

To verify the current status and expiration date for this license, please visit http://mylicense.in.gov/eVerification

State of Michigan

John W Bippus
Notary Public

Appointment Date: 12/5/2016
Expiration Date: 1/14/2023
County: Saint Joseph

Ruth Johnson, Secretary of State

Notary Public Commission Card

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