

Conditions of Sale

THESE CONDITIONS OF SALE AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

1. INTRODUCTION

Thank you for your interest in this property! To learn more about bidding on this property, please read these Conditions of Sale in their entirety.

These Conditions of Sale are intended to help guide you through the online judicial sale process in Pike County. Although they are legally binding on you, these Conditions of Sale do not cover all aspects of that process. You are encouraged to obtain the advice of counsel if you want to access and use the Websites.

2. BINDING CONTRACT

These Conditions of Sale are a binding contract between you and the Pike County Sheriff's Office. If you do not agree to be bound to these Conditions of Sale, then you must not access or use the Website.

The defined terms "Website" and "Websites" means the auction websites of Roup LLC, including (i) www.roup.com, (ii) <https://pikecountysheriff-il.roup.com>, and (iii) other parts of www.roup.com divided by a subdomain.

All other defined terms (indicated by capital letters or quotation marks) not otherwise defined in these Conditions of Sale have the meanings given to them in the Website's Terms of Use.

You represent and warrant that you are an individual of legal age to form a binding contract. If you are agreeing to these Conditions of Sale on behalf of an organization or legal entity, you represent and warrant that you are authorized to agree to these Conditions of Sale on that organization's or entity's behalf and to bind them to these Conditions of Sale (in which case, the references to "you" and "your" in these Conditions of Sale, except for in this sentence, refer to that organization or entity).

3. ALL JUDICIAL SALES ARE ONLINE

The Pike County Sheriff's Office is conducting this auction online at <https://pikecountysheriff-il.roup.com>. As of July 3, 2023, the Pike County Sheriff's Office no longer conducts in-person judicial sales.

4. WINNING BIDDER

The winning bidder is the Person who submits the highest bid for the property and complies with these Conditions of Sale, unless such compliance is waived. The Pike County Sheriff has sole and absolute discretion to determine the highest bidder, subject to the court's review of the results of the auction and approval of the sale.

5. BIDDING PERIOD

Online bidding is open for 3 day(s) starting on Mondays and ending on Thursdays at 10 am, unless extended. See paragraph 19 entitled "EXTENSION OF THE AUCTION" for more information about the possibility of an extension of the bidding period.

6. NO SALE DEPOSITS

Online sales are not subject to a sale deposit. You may bid on a property without paying a sale deposit.

7. FEES

The following fee schedule applies to this auction.

Fee	Amount	Due From	Payment Deadline
Sale Fee	\$600	Plaintiff	Prior to the sale
Technology Fee – Third Party Buyer	2% Buyer's Premium	Third Party Buyer	On or before 10 am the day after the sale.
Cancellation Fee	\$125	Plaintiff	On or before 7 business days after the sale is cancelled.

8. BUYER'S PREMIUM

A buyer's premium is a charge calculated as a percentage of the winning bid. The amount of the charge is added to the winning bid to determine the total amount due for the property.

As an example, if the winning bid is \$50,000 and the buyer's premium is 2%, the charge for the buyer's premium is \$1,000 and the total amount due for the property is \$51,000.

You should take the buyer's premium into account when you decide how much to bid.

9. PAYMENT METHODS

Payments from Third Party Buyers must be made by wire transfer or other electronic payment. The Pike County Sheriff will not accept cash or checks from Third Party Buyers.

Payments from Plaintiffs may be made by wire transfer, electronic payment, or a check drawn on a law firm's trust account.

10. HOW TO MAKE AN ELECTRONIC PAYMENT

If you are the winning bidder, you will receive payment instructions by email after the auction ends. These instructions will include wire transfer instructions or, if applicable, other electronic payment instructions.

11. THE AUCTION MIGHT BE CANCELED OR POSTPONED

An auction might be cancelled or postponed at any time. If this happens, a notice of cancellation or postponement will be posted on the property details page and, if you have registered to bid on the property, you will receive an email informing you of the cancellation or postponement.

12. CREATING AN ACCOUNT AND REGISTERING TO BID

Roup LLC provides the auction website for the Sheriff's judicial sales. To bid on a property, you must create an account with Roup. Creating an account with Roup allows you to create login credentials (i.e., a username and password). You will have to create an account with Roup only once.

To bid on a property, you will have to register to bid on the property details page using your login credentials. If you want to bid on more than one property, you will have to register to bid on each property separately.

13. BIDDING AND MAXIMUM BIDS

Once you have registered to bid, you can bid one of three ways.

First, you can hit the "refresh" icon in the box where bids are entered. The system will enter a bid for you equal to the current bid plus the incremental bid amount.

Second, you can enter your bid manually.

Third, you can enter a maximum bid by entering the highest amount you are willing to pay for the property. As other people bid on the property, the system will enter bids automatically on your behalf in the minimum increment, allowing you to outbid others automatically until your maximum bid is reached. You can increase your maximum bid by entering a higher amount. You can decrease your maximum bid by entering a lower amount, however, you will not be able to lower your maximum bid below the current bid amount.

14. THE OPENING BID

Anyone may enter an opening bid. Bidding does not need to start with the plaintiff's opening bid.

15. HOW THE SYSTEM TREATS IDENTICAL BIDS

If more than one Person enters the same bid amount, the bid entered first will take priority.

16. MISTAKES IN BIDDING

Please review your bid carefully before you submit it! Neither the Pike County Sheriff's Office nor Roup will be able to correct a bid you enter by mistake. You will have a chance to confirm your bid before entering it, so please review your bid carefully!

17. EXTENSION OF THE AUCTION

If any bidding occurs in the final moments of the auction, the end of the auction will be extended automatically for successive periods of time to give everyone a fair chance to bid against the other participants. This extension of time is called the "anti-snipe time." The auction will end after no bidding occurs during the anti-snipe time.

18. PURCHASE CONTINGENT ON COURT APPROVAL

The sale of the property is contingent upon the court's entering an order approving the sale. There can be no assurance that the court will approve the sale. If the court does not approve the sale, you will not obtain title to the property. If you are a third-party buyer, you will receive a refund of your payment of the total amount due for the property.

19. NO OTHER CONTINGENCIES

Aside from the court's approval of the sale, the property is being sold without any contingencies. This means your purchase will not be subject to the kind of contingencies that may be agreed upon in a private sale of real estate, such as a financing contingency or an inspection contingency.

20. YOU ARE NOT ALLOWED TO ACCESS THE PROPERTY

If you are a third-party buyer, you are not allowed to access the property during the sale process because it does not belong to you. The Sheriff does not have authority to allow you to access the property.

21. YOU MUST CONDUCT YOUR OWN DUE DILIGENCE ON THE PROPERTY

You must perform your own due diligence on the property. You should independently verify all information about the property. Although information about the property has been obtained from sources thought to be reliable, the Pike County Sheriff's Office does not make any guarantee or representations as to the accuracy or completeness of any information about the property and assumes no liability for any errors or omissions regarding any such information. Photographs of the property, if any, are not guaranteed to be recent or to accurately depict the property.

22. THE PROPERTY IS BEING SOLD "AS-IS"

The property is being sold in its existing "AS IS, WHERE IS, WITH ALL FAULTS" condition, with no expressed or implied guarantees, representations, or warranties whatsoever, and with all faults, defects, and limitations, whether apparent or not. You are assuming all risks associated with purchasing this property. You must accept the property in whatever state and condition the property is in, with all defects, both patent and latent, and with all faults, whether known or unknown, existing at the time or arising in the future.

23. SHERIFF'S DEED

Once the judicial sale is completed, a Sheriff's Deed will be issued to the buyer for recording with the County Recorder of Deeds.

24. EVICTION PROCEEDINGS

The property might be occupied by the owner or a tenant. If you are the highest bidder, you will be solely responsible for all eviction proceedings.