



Mailing Address:
12472 Lake Underhill Rd., Ste 312
Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772
www.ewaldauctions.com

Bidder Information

Package

AUCTION



US Bankruptcy TRUSTEE AUCTION
Wednesday, February 24, 2010 @ 6:00 p.m.

Thirty Three (33) Properties Nineteen
(19) in Florida & (14) Out of Florida
Main Bidder Package



Auction Location:
Ewald Auction Facility
7350 Old Cheney Highway
Orlando, Florida 32807



Owners: U.S. Bankruptcy Trustees
Carla Musselman
Leigh R. Meininger
Robert E. Thomas
Stephen L. Meininger

This information was obtained from sources deemed reliable. However, no warranties or representation, express or implied is made as to the accuracy of the information contained herein.

Bidder # _____ DL Lic. # _____

AUCTION REGISTRATION FORM



A Division of Ewald Enterprises, Inc., Lic. Real Estate Broker AB2473/AU1340

12472 Lake Underhill Rd., Ste 312, Orlando, Florida 32828

Office (407) 275-6853 Fax (407) 275-8772

www.ewaldauctions.com

E-mail: _____

NAME: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUS. PHONE: (____) _____

HOME PHONE: (____) _____

TERMS AND CONDITIONS OF AUCTION

1. EVERYTHING IS SOLD "**AS IS, WHERE IS**". "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Seller only and are contained in the Purchase and Sale Contract.
2. ALL SALES ARE SUBJECT TO A 10% BUYER'S PREMIUM, ADDED TO THE BID PRICE.
3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida, and consent to the jurisdiction of such court in any suit, action or proceeding and waive any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by this Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida without regard of principles of conflicts of law.
4. The undersigned, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any injuries or damages arising from any activities associated with the auction, including but not limited to, the removal of auction items from the premises. Further, the undersigned agrees to indemnify Auctioneer and/or Seller from any claims brought by third parties against Auctioneer arising from or out of the Auction which are in any way attributable to any acts or omissions on the part of the undersigned.
5. The undersigned, in his or her individual capacity, personally guarantees payment of the gross bid.
6. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Auction Registration, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
8. All parties signing this Auction registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
9. It is further acknowledged by Buyer that this Auction Registration has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: _____

Print Name: _____

Individually and as _____ (Title)

Of _____

(Business Name)

Bidder Number: _____
**Bid Acknowledgement
and Receipt for Deposit**



NAME: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
CONTACT PHONE: () _____ **email:** _____

The undersigned (hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:
AUCTION PROPERTY #: _____, of the Trustee Lot Auction, conducted by
EWALD ENTERPRISES, INC. ON February 24, 2010.
Parcel Number: _____ Bid Price: - - - - - \$ _____
10% Buyer's Premium - - - - - \$ _____
Total Contract Price - - - - - \$ _____
Cash or Cashier's Check Tendered - - - - - \$ _____

TERMS AND CONDITIONS

1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's Opening remarks.
2. Statements made by personnel of EWALD ENTERPRISES, INC., and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be correct and accurate, however, Ewald Enterprises, Inc. has not made any independent determination to confirm the accuracy of such information.
3. Buyer acknowledges that he or she has been given opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Ewald enterprises, Inc.. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.
4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.
5. Whether such bid is accepted is subject to whether or not the sale is "ABSOLUTE".
6. The term "**AS IS, WHERE IS**" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
7. The agreement is binding upon the parties hereto and their heirs, successors and assigns.
8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Bid Acknowledgement and all transactions contemplated by this Bid Acknowledgement shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division without regard of principles of conflicts of law.
9. Buyer, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to, the removal of auction items from the premises. Further, Buyer expressly releases Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in convection with the negligence or fault of others. Further, Buyer agrees to indemnify Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of the Auctioneer, its officers, directors, employees or agents.
10. Buyer, in his or her individual capacity, personally guarantees payment of the gross bid.
11. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Bid Acknowledgement, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
12. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGEMENT OR THE AUCTION ITSELF.
13. All parties signing this BID ACKNOWLEDGEMENT in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
14. It is further acknowledged by Buyer that this Bid Acknowledgement has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: _____ Print Name: _____
Individually and as _____ (Title) of _____
(Business Name)

REAL ESTATE PURCHASE AND SALE CONTRACT



PARCEL #5

12472 Lake Underhill Rd., Ste 312, Orlando, Florida 32828
Office (407) 275-6853 Fax (407) 275-8772
www.ewaldauctions.com

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THIS PURCHASE AND SALE CONTRACT, made and entered into this 24th day of February, 2010,
By and between
Leigh R. Meininger, Trustee
NAME ADDRESS PHONE
hereinafter referred to as "SELLER" and
NAME ADDRESS PHONE
NAME ADDRESS PHONE
hereinafter referred to as "BUYER".
WITNESSETH:
That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in _____ County, State of _____ together with all improvements thereon, more particularly described as follows:
Parcel # _____ on the Ewald Auction & Realty brochure and more particularly described on the Addendum to this Purchase and Sale contract and being the same Property recorded in Deed Book No. _____ Page No. _____ at the County Clerk's Office in _____
The BUYER agrees to pay therefore the sum of: \$ _____ bid price, plus the 10% Buyer's Premium of \$ _____, which equals the contract price of \$ _____, therefore:
\$ _____, contract price to be paid as follows:
\$ _____, cash, the receipt of which is hereby acknowledged, and which is deposited in Ewald Enterprises, Inc. escrow account or Leigh R. Meininger, Trustee escrow account and,
\$ _____,
\$ _____,
\$ _____, Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on or before March 26, 2010, unless extended by other provisions of this contract; and possession of the subject real estate shall occur upon delivery of deed.
SELLER agrees to pay **NO** taxes due and payable.
BUYER agrees to pay **ALL** taxes due and payable, **both current and delinquent**.

Proceed of Sale; Closing Procedures: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in Ewald Enterprises, Inc., or Leigh R. Meininger, Trustee (or other designated title company or attorney) (Escrow Agent) for a period of not more than 5 days after the closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to cure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.
Escrow: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interplead the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Ewald Enterprises, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.
FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald enterprises, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer's deposits(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and Seller agree that the sale stated in this Contract is subject to the notice and hearing requirements of the United States Bankruptcy Code and the entry of an order approving the sale. If the United States Bankruptcy Court does not approve the sale, the Buyer may, by written request to the Seller, receive a full refund of the deposit made to the Seller under the terms of this Contract as referenced above. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.
CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an "AS IS, WHERE IS" basis. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality.
EASEMENTS AND RESTRICTIONS: The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.
JURISDICTION: Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division without regard of principles of conflicts of law.
The Buyer and Seller, their respective agents, employees or any other parties acting on their behalves, specifically agree to HOLD HARMLESS Ewald Enterprises, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract.
All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.
BUYER SHALL PAY ALL CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE.
This contract may not be assigned unless by written mutual consent of both the Buyer(s) and Seller.

BUYER AND SELER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

_____ (Seller)	_____ (Date)	_____ (Seller)	_____ (Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
_____ (Buyer)	_____ (Date)	_____ (Buyer)	_____ (Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
_____		Ewald Enterprises, Inc.	
_____		Witness	

ADDENDUM to Real Estate Purchase and Sale Contract Dated February 24, 2010
Leigh R. Meininger, Trustee

Parcel #	Case Name	Description
1	Diaz, Diego & Carmen Case No. 6: 09-bk-08870-ABB	Lot in Seminole Co, PIN#10-21-31-515-0000-0350 • Chuluota Rd, Oviedo • 28' x 144' • Zoned: Residential • \$270.36 in taxes due • OR 6172 PG 1212
2	Diaz, Diego & Carmen Case No. 6:09-bk-08870-ABB	Lot in Seminole Co, PIN#10-21-31-515-0000-0330 • Chuluota Rd, Oviedo • 28' x 154' • Zoned: Residential • \$160.93 in taxes due • OR 6172 PG 1212
3	Lewis Real Estate Case No. 6:05-bk-08723-ABB	Lot in Orange Co, • PIN# 03-23-29-0180-27-160 • on 23rd St, Orlando, FL • 50' x 135' • Zoned: R-2, residential • \$4,043 in taxes due • \$521.10 in Or Co Liens • OR 9158 PG 3675
6	Hew, Anthony & Jennifer Case No. 6:09-bk-08728-ABB	Lot in Marion Co, • PIN# 0391-011-019 NE 225th St, Ft McCoy, FL 32134 • 75' x 137' • Contiguous to Prcl 7 • Zoned: R-4; Residential • \$254.20 in taxes due • OR 3720 PG 1669
7	Hew, Anthony & Jennifer Case No. 6:09-bk-08728-ABB	Lot in Marion Co, • PIN# 0391-011-022 • NE 225th St, Ft McCoy, FL 32134 • 75' x 135' • Contiguous to Prcl 6 • Zoned: R-4; Residential • \$254.18 in taxes due • OR 3720 PG 1669
11	Cates, Paul J & Helen M. Case No. 6:09-bk-06755-ABB Moore, Jr, Anthony & Monica Case No. 6:09-bk-06753-KSJ	Vacant Marion Co Lot, • PIN# 9019-0348-22 • 6940 Hemlock Rd, Ocala 34472 • 80' x 125' • Zoned: R-1; Residential • \$592.53 in taxes due • OR 3923 PG 1695
12	Cates, Paul J & Helen M. Case No. 6:09-bk-06755-ABB Moore, Jr, Anthony & Monica Case No. 6:09-bk-06753-KSJ	Vacant Marion Co Lot, • PIN# 9007-0103-02 • 10 Hemlock Loop Pass, Ocala 34472 • 85' x 118' • Zoned: R-1; Residential • \$614.60 in taxes due • OR 3900 PG 1221
13	Rives, Susan M. Case No. 6:09-bk-01771-ABB	Lot in Columbia Co, FL, • PIN# 00-00-00-01099-000 • 616 SW Boston Terr, Fort White 32038 • 0.918 acre • Zoned: Residential • NO taxes due • OR 938 PG 1752
15	Aquino, Ariel & Carol Case No. 6:09-bk-10684-ABB	Lot in Putnam Co, • PIN# 08-13-27-7063-1400-0070 • 312 Lakeshore Dr, Georgetown 32139 • 160' x 127' • Zoned: R-2; Residential • \$575.44 in taxes due • OR 876 PG 1666
16	Fletcher, Billy & Vanessa Case No. 6:09-bk-09810-ABB	Lot in Washington Co, FL, • PIN# 00000000-00-004-0089 • Quail Hollow Blvd, Chipley 32428 • 274' x 487' or 3.44 acres • Zoned: R- 2; Residential • \$231.94 in taxes due • OR 255 PG 2395
24	Engbersen, Lynn Case No. 6:09-bk-08902-KSJ	Vacant Residential Lot in Roanoke County, VA Ivy Mountain Rd, Roanoke, VA 24018 • PIN# OMN 085.01-01-29.07- 0000 • 1.00 acres • Zoned: Residential • NO taxes due • INSTR# 200812385
26	Dorn, Matthew R. Case No. 6:09-bk-11408-KSJ	Vacant Residential Lot in Schuyler County, NY Corbett Hollow Rd, Town of Orange, Bradford, NY 14815 • Tax Map ID# 81.00-1-42.24 • 2.13 acres • Zoned: Residential/Farmland • NO taxes due • OR 352 PG 403-405
27	Luna, Ernesto & Marisol Case No. 6:08-bk-03825-ABB	Vacant Residential Lot in Saline County, AK Cresta Way, Hot Springs Village, AK 71909 • PIN# 488-00047-000 • 103' x 127' • Zoned: Residential • \$53.40 taxes due in Oct '10 OR 2005 PG 40117-40118
28	Luna, Ernesto & Marisol Case No. 6:08-bk-03825-ABB	Vacant Residential Lot in Costilla County, CO Rio Grande Ranchos Sub, San Luis, CO 81152 • PIN# 71506890 • 5.0+/- acres • Cabins in area, no electric • Zoned: Residential • \$37.48 taxes due • INSTR# 227265 • OR 357 PG 48
30	Osborne, Larry & Crystal Case No. 6:08-bk-07773-KSJ	Vacant Residential Lot in Henderson County, TX 127 Thrush Road, Mabank, TX 75156 • PIN# R000034640 • GEO ID# 2390.0001.3640.30 • 50' x 100' acres • Zoned: Residential • \$145.28 taxes due • \$466.98 due to POA, Cherokee Shores OR 2752 PG 688
31	Osborne, Larry & Crystal Case No. 6:08-bk-07773-KSJ	Vacant Residential Lot in Marion County, TX Sunnybrook Lane, Avinger, TX 75630 • PIN# 37787 • 150' x 80' • Indian Hills Harbor Subdivision on Lake O the Pines • Zoned: Residential • \$192.07 taxes due • OR PG 93

REAL ESTATE PURCHASE AND SALE CONTRACT



PARCEL #s

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THIS PURCHASE AND SALE CONTRACT, made and entered into this 24th day of February, 2010.

By and between
Carla Musselman, Trustee
 NAME ADDRESS PHONE
 hereinafter referred to as "SELLER" and

NAME ADDRESS PHONE
 hereinafter referred to as "BUYER".

WITNESSETH:
 That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in _____ County, State of _____ together with all improvements thereon, more particularly described as follows:
 Parcel # _____ on the Ewald Auction & Realty brochure and more particularly described on the Addendum to this Purchase and Sale contract and being the same Property recorded in Deed Book No. _____ Page No. _____ at the County Clerk's Office in _____
 The BUYER agrees to pay therefore the sum of: \$ _____ bid price, plus the 10% Buyer's Premium of \$ _____, which equals the contract price of \$ _____, therefore:

\$ _____, contract price to be paid as follows:
 \$ _____ cash, the receipt of which is hereby acknowledged, and which is deposited in Ewald Enterprises, Inc. escrow account or Carla Musselman, Trustee escrow account and,
 \$ _____,
 \$ _____,
 \$ _____.

Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on or before March 26, 2010, unless extended by other provisions of this contract; and possession of the subject real estate shall occur _____ upon delivery of deed _____.

SELLER agrees to pay **NO** taxes due and payable.
 BUYER agrees to pay **ALL** taxes due and payable, both current and delinquent.

Proceed of Sale; Closing Procedures: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in Ewald Enterprises, Inc., or Carla Musselman, Trustee (or other designated title company or attorney) (Escrow Agent) for a period of not more than 5 days after the closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to cure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

Escrow: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interplead the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Ewald Enterprises, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.

FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Enterprises, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and Seller agree that the sale stated in this Contract is subject to the notice and hearing requirements of the United States Bankruptcy Code and the entry of an order approving the sale. If the United States Bankruptcy Court does not approve the sale, the Buyer may, by written request to the Seller, receive a full refund of the deposit made to the Seller under the terms of this Contract as referenced above. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an "AS IS, WHERE IS" basis. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality.

EASEMENTS AND RESTRICTIONS: The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.

JURISDICTION: Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division without regard of principles of conflicts of law.

The Buyer and Seller, their respective agents, employees or any other parties acting on their behalfs, specifically agree to HOLD HARMLESS Ewald Enterprises, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract.

All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.

BUYER SHALL PAY ALL CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE.

This contract may not be assigned unless by written mutual consent of both the Buyer(s) and Seller.

BUYER AND SELER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

(Seller) _____ (Date) _____ (Seller) _____ (Date) _____
 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____

(Buyer) _____ (Date) _____ (Buyer) _____ (Date) _____
 Social Security or Tax I.D. # _____ Social Security or Tax I.D. # _____
 _____ Ewald Enterprises, Inc.
 _____ Witness

**ADDENDUM to Real Estate Purchase and Sale Contract Dated February 24, 2010
Carla Musselman, Trustee**

Parcel #	Case Name	Description
4	Burnett, Samuel & Virginia Case No. 6:09-bk-17297-ABB	Lot in Lake Co, • PIN# 24-15-27-0100-041-00300 • 2 Blks from St Johns River off River Rd, Astor, FL • 140' x 99' • Zoned: Residential • \$106.46 in taxes due • OR 609 PG 80
5	Walsh, Gregory Case No. 6:08-bk-00194-KSJ	Lot in Palm Bay, • PIN# 28-37-31-FR-00182.0-0015.00 • 450 Americana Blvd NE, Palm Bay, FL • 43' x 125' • Zoned: Single Family Residential • \$2,432.55 in taxes due • OR 5326 PG 5487
8	Root, Evelyn & James Case No. 6:08-bk-08350-ABB	Lot in Marion Co, • PIN# 1692-004-007 • NE 306th Ct, Ft McCoy, FL 32134 • 150' x 110' • Zoned: R-4; Residential • \$428.87 in taxes due • Code violation (old cabin to be removed) • OR 2348 PG 564
9	Columbo, Harold & Danielle Case No. 6:08-bk-09049-KSJ	Lot in Marion Co, • PIN# 2002-093-012 • SW 34th St, Ocala 34481 • 75' x 135' • Zoned: R-1Residential • \$436.62 in taxes due 4111 PG 0108
10	Columbo, Harold & Danielle Case No. 6:08-bk-09049-KSJ	Lot in Marion Co, • PIN# 2003-152-008 • SW 28th Ln, Ocala 34481 • 75' x 135' • Zoned: R-1; Residential • \$436.62 in taxes due OR 4043 PG 366-367
17	Williams, Shirley A. Case No. 6:09-bk-17246-ABB	Lot in Lee Co Lehigh Acres, • PIN# 14-44-27-06-00022.0140 • 1303 Jefferson Ave, Lehigh Acres 33972 • 104' x 209' • Zoned: Residential • \$135.92 in taxes due • OR 2328 PG 1627
21	Gonzalez, Jeree K. Case No. 6:08-bk-04810-ABB	Vacant Residential Lot in Burke County, NC 6982 Silver Creek Ln, Morganton, NC 28655 • PIN# 1678694626, Record No. 39657 • 2.65 acres • Zoned: R-1; Residential • Silver Creek Gated Community • \$150 POA Fees/year-Vacant Lot • \$685 POA fees now due • 151.06 taxes due • INSTR# 2003009780
22	Framarini, Kathy S. & Attilio E. Case No. 6:09-bk-01514-ABB	Vacant Residential Lot in Morgan County, WV Timber Ridge Sub, Berkeley Springs, WV 25411 • PIN# 08 7002800000000 • 6.16 acres • Zoned: R-1; Residential • \$412.28 taxes due • OR 189 PG 128 • INSTR#19471
23	Noboa, Diogenes & Esperanza Case No. 6:08-bk-09034-KSJ	Vacant Residential Lot in White County, TN Derby Lane, Sparta, TN 38583 • PIN# 014P B 018.00 • OLD ID/14-56.09 • 1.59 acres • Zoned: Residential • \$157.00 taxes due • OR RB192 PG 171-172 • INSTR# 05047723
25	Zelna, Carolyn A. Case No. 6:08-bk-08366-ABB	Vacant Residential Lot in Crawford County, PA Montgomery Drive, Espyville, PA 16424 • PIN# 4605-024-145(R) • 200' x 150' • Zoned: Residential • NO taxes due • OR 0319 PG 0349-0351
29	Dorris, Jr, Charles G. Case No. 6:07-bk-03458-KSJ	Vacant Residential Lot in Costilla County, CO San Luis Valley Ranches Sub, San Luis, CO 81152 • PIN# 70353650-R • 5.0 acres • Zoned: Residential • \$367.88 taxes due • OR 218 PG 984 • INSTR# 141390
32	Doung, Linh N. K. & Wendy H. Case No. 6:08-bk-05558-KSJ	Timeshare in Tahiti Vacation Club, Las Vegas, NV 5101 W. Tropicana Ave, Las Vegas, NV 89103 • Unit 101A – One Bedroom Deluxe w/ Full Kitchen • Regular Season • Every year – Floating Week • \$437 Yearly Fees • \$840 In Back Fees Now Due • Visit website: www.crmiv.com • INSTR# 20030214.01149

REAL ESTATE PURCHASE AND SALE CONTRACT



PARCEL #5

14
18
20

THIS PURCHASE AND SALE CONTRACT, made and entered into this 24th day of February, 2010,
 By and between
Robert E. Thomas, Trustee
 NAME ADDRESS PHONE
 hereinafter referred to as "SELLER" and
 NAME ADDRESS PHONE
 NAME ADDRESS PHONE
 hereinafter referred to as "BUYER".
WITNESSETH:
 That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in _____ County, State of _____ together with all improvements thereon, more particularly described as follows:
Parcel # _____ on the Ewald Auction & Realty brochure and more particularly described on the Addendum to this Purchase and Sale contract and being the same Property recorded in Deed Book No. _____ Page No. _____ at the County Clerk's Office in _____
 The BUYER agrees to pay therefore the sum of \$ _____ bid price, plus the 10% Buyer's Premium of \$ _____ which equals the contract price of \$ _____, therefore:
 \$ _____, contract price to be paid as follows:
 \$ _____, cash, the receipt of which is hereby acknowledged, and which is deposited in Ewald Enterprises, Inc. escrow account or Robert E. Thomas, Trustee escrow account and,
 \$ _____,
 \$ _____,
 \$ _____.
 Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on or before March 26, 2010, unless extended by other provisions of this contract; and possession of the subject real estate shall occur _____ upon delivery of deed _____.

SELLER agrees to pay **NO** taxes due and payable.
 BUYER agrees to pay **ALL** taxes due and payable, **both current and delinquent.**

Proceed of Sale; Closing Procedures: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in Ewald Enterprises, Inc., or Robert E. Thomas, Trustee (or other designated title company or attorney) (Escrow Agent) for a period of not more than 5 days after the closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to cure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

Escrow: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interplead the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Ewald Enterprises, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.

FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Enterprises, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and Seller agree that the sale stated in this Contract is subject to the notice and hearing requirements of the United States Bankruptcy Code and the entry of an order approving the sale. If the United States Bankruptcy Court does not approve the sale, the Buyer may, by written request to the Seller, receive a full refund of the deposit made to the Seller under the terms of this Contract as referenced above. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an "AS IS, WHERE IS" basis. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality.

EASEMENTS AND RESTRICTIONS: The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.

JURISDICTION: Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division without regard of principles of conflicts of law.

The Buyer and Seller, their respective agents, employees or any other parties acting on their behalves, specifically agree to HOLD HARMLESS Ewald Enterprises, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract.

All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.
BUYER SHALL PAY ALL CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE.
 This contract may not be assigned unless by written mutual consent of both the Buyer(s) and Seller.

BUYER AND SELER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

_____ (Seller)	_____ (Date)	_____ (Seller)	_____ (Date)
_____ Social Security or Tax I.D. #	_____	_____ Social Security or Tax I.D. #	_____
_____ (Buyer)	_____ (Date)	_____ (Buyer)	_____ (Date)
_____ Social Security or Tax I.D. #	_____	_____ Social Security or Tax I.D. #	_____
_____	_____	Ewald Enterprises, Inc.	_____
_____	_____	Witness	_____

**ADDENDUM to Real Estate Purchase and Sale Contract Dated February 24, 2010
Robert E. Thomas, Trustee**

	Parcel #	Case Name	Description
	14	Rosario, Ismael & Maria Case No. 6:09-bk-08032-KSJ	Lot in Levy Co. • PIN# 09283-024-00 • NE 150th Ct, Williston 32696 • 80' x 127' • Zoned: Residential • \$376.98 in taxes due OR 737 PG 299
	18	Lieu, Anh Viet Case No. 6:09-bk-04953-ABB	Lot in Lee Co. • PIN# 02-45-26-12-00108.0070 • 3207 28th St SW, Lehigh Acres 33976 • 80' x 150' • Zoned: Residential • \$93.12 in taxes due OR 4564 PG 2157
	20	Mobilio, Kenneth & Romelle Case No. 6:09-bk-01603-KSJ	Vacant Residential Lot in Henderson County, NC Bat Cave, NC • PIN# 0624041600, Parcel No. 9939612 • 5.63 acres • Zoned: R-3; Residential • NO taxes due • OR 744 PG 247-248

REAL ESTATE PURCHASE AND SALE CONTRACT



PARCEL #

19

THIS PURCHASE AND SALE CONTRACT, made and entered into this 24th day of February, 2010,
 By and between
Stephen L. Meininger, Trustee
 NAME ADDRESS PHONE
 hereinafter referred to as "SELLER" and
 NAME ADDRESS PHONE
 NAME ADDRESS PHONE
 hereinafter referred to as "BUYER".
 WITNESSETH:
 That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in _____ County, State of _____ together with all improvements thereon, more particularly described as follows:
Parcel # 19 on the Auction brochure and more particularly described as PIN# 07-44-27-05-00017.0-0050 at 1710 State Ave, Lehigh Acres, FL and being the same
Property recorded in OR Book No. 2009000007947 at the County Clerk's Office in Lee County, Florida
 The BUYER agrees to pay therefore the sum of \$ _____ bid price, plus the 10% Buyer's Premium of \$ _____, which equals the contract price of \$ _____, therefore:
 \$ _____, contract price to be paid as follows:
 \$ _____, cash, the receipt of which is hereby acknowledged, and which is deposited in Ewald Enterprises, Inc. escrow account or Stephen L. Meininger, Trustee escrow account and,
 \$ _____,
 \$ _____,
 \$ _____, Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on or before March 26, 2010, unless extended by other provisions of this contract; and possession of the subject real estate shall occur _____ upon delivery of deed.
 SELLER agrees to pay NO taxes due and payable.
 BUYER agrees to pay ALL taxes due and payable, both current and delinquent.

Proceed of Sale; Closing Procedures: The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in Ewald Enterprises, Inc., or Stephen L. Meininger, Trustee ((or other designated title company or attorney) (Escrow Agent)) for a period of not more than 5 days after the closing date. If Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to cure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

Escrow: Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer's performance. If in doubt as to Escrow Agent's duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent's option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interplead the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Ewald Enterprises, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.

FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Enterprises, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. The Buyer and Seller agree that the sale stated in this Contract is subject to the notice and hearing requirements of the United States Bankruptcy Code and the entry of an order approving the sale. If the United States Bankruptcy Court does not approve the sale, the Buyer may, by written request to the Seller, receive a full refund of the deposit made to the Seller under the terms of this Contract as referenced above. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

CONVEYANCE: Seller shall convey title to the Real Property by statutory warranty, trustee's, personal representative's or guardian's deed, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an "AS IS, WHERE IS" basis. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality.

EASEMENTS AND RESTRICTIONS: The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.

JURISDICTION: Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida and/or the United States Bankruptcy Court, Middle District of Florida, Tampa Division, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida and/or the United States Bankruptcy Court, Middle District of Florida, Tampa Division without regard of principles of conflicts of law.

The Buyer and Seller, their respective agents, employees or any other parties acting on their behalves, specifically agree to HOLD HARMLESS Ewald Enterprises, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract.

All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.
BUYER SHALL PAY ALL CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE.
 This contract may not be assigned unless by written mutual consent of both the Buyer(s) and Seller.

BUYER AND SELER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.

(Seller)	(Date)	(Seller)	(Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
(Buyer)	(Date)	(Buyer)	(Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
		Ewald Enterprises, Inc.	
		Witness	



A Division of Ewald Enterprises, Inc., Lic. Real Estate Broker AB2473/AU1340

GAL ACNR2331/AUNR2707

12472 Lake Underhill Rd., Ste 312

Orlando, Florida 32828

Office (407) 275-6853

Fax (407) 275-8772

www.ewaldauctions.com

RADON GAS DISCLOSURE

RADON: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

Additional information regarding radon and radon testing may be obtained from the county public health unit.

Buyer

Date

Buyer

Date



A Division of Ewald Enterprises, Inc., Lic. Real Estate Broker AB2473/AU1340

GAL ACNR2331/AUNR2707

12472 Lake Underhill Rd., Ste 312
Orlando, Florida 32828
Office (407) 275-6853
Fax (407) 275-8772

www.ewaldauctions.com

AUCTION BACKUP BUYER REQUEST FORM

In the event that any of the properties do not close, please contact me immediately.

Bidder No. _____ Amount of Bid: _____

Property: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Other : () _____

Signature: _____

SAMPLE BANK LETTER OF GUARANTEE

(Bank Letterhead)

**Irrevocable Bank Letter of Guarantee
For Use with Personal or Corporate Checks**

(date)

Ewald Enterprises, Inc.
12472 Lake Underhill Road, Suite 312
Orlando, Florida 32828

Dear Sir/Madame:

This letter will serve as you notification the *(bank name)* will IRREVOCABLY HONOR AND GUARANTEE payment of any check(s) written by *(customer name)* up to the amount of *(dollar amount of maximum bid (\$XX,XXX.XX))* . Said Guarantee is limited to checks drawn on account number *(account number)* .

This Guarantee is for the purpose of our customer's purchasing real or personal property in connection with the Ewald Enterprises' auction held at *(auction location)* on *(date of auction)* . No stop payment will be issued.

If further information is required, please feel free to contact this office.

Sincerely,

 (bank officer, title)
 (telephone number where bank officer can be reached on date of auction for verification)

State of Florida
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006,
By _____.

Notary Public:

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

Bid Rigging is a Felony

Agreements among buyers at auctions not to bid against each other for the purpose of purchasing goods at low and noncompetitive prices can be a criminal violation of federal antitrust laws and punishable by fines and imprisonment.

Section 1 of the Sherman Act (15 U.S.C. 1) prohibits bid rigging agreements among competitors if they affect or restrain interstate commerce. Upon conviction, violators are subject to a fine of up to \$250,000 and/or three years of imprisonment.

Corporations are subject to a fine of up to \$10 million.



Information provided as a service to members of the
National Auctioneers Association
8880 Ballentine
Overland Park, Kansas 66214
In cooperation with the
United States Department of Justice.