

Addendum A

Irrevocable Letter of Instruction Re: Deposit

I have purchased the real estate located at **4793 ST RT 82, Mantua, Ohio 44255** under the terms and conditions of the attached Contract to Purchase at Court Ordered Auction dated: **28 September 2013.**

As part of this transaction, I have made a Deposit in the amount of **\$6,000** to **{TBD Title Company}** (Closing Agent) who will hold said Deposit in escrow until closing.

I understand that the funds I have provided to Closing Agent are to be applied to the purchase price at closing. However, in the event I do not close on this transaction, I irrevocably instruct Closing Agent to disburse my Deposit as required under paragraph 3 of the Contract to Purchase at Public Auction which states:

**3. DEPOSIT: Buyer and Auctioneer agree that the non-refundable Deposit in the amount of \$6,000 shall be deposited in escrow account of Closing Agent named below pending closing. Said Deposit shall be applied toward Total Purchase Price at closing. In the event this transaction does not close for any reason other than as agreed by all parties, Buyer and Auctioneer agree that Deposit shall be disbursed by Closing Agent ten(10) days after the stated Closing Date unless, Auctioneer and Closing Agent are previously notified in writing that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached. (\*See Irrevocable Letter of Instruction Re: Deposit attached hereto)**

Pursuant to paragraph 3, upon written instructions from the Auctioneer and the authority granted in this Irrevocable Letter of Instruction, I authorize and approve Closing Agent to follow the instructions from the Auctioneer/Broker as to the distribution of my Deposit.

Further, I agree to hold **{TBD Title Company} & Tim Lile, CAI - Court Appointed Auctioneer** harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Court Ordered Auction dated **28 September 2013**, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization may result in none of my Deposit being returned to me.

**BUYER:** \_\_\_\_\_  
 Print Sign Date

**BUYER:** \_\_\_\_\_  
 Print Sign Date

**WITNESS:** \_\_\_\_\_  
 Print Sign Date

**AUCTIONEER** \_\_\_\_\_  
 Print Sign Date

**WITNESS:** \_\_\_\_\_  
 Print Sign Date