

After recording, please return to:

Auction Sale Document No. 1.2

BILL OF SALE

BE IT KNOWN, that for good and valuable consideration, and upon payment to Seller of the sum of \$_____, which Seller hereby accepts as payment in full for the below-described Personal Property, by _____ whose mailing address is _____ ("Seller") to _____ whose mailing address is _____ ("Buyer"), Seller does hereby grant, sell, assign, transfer, convey, set over and deliver, the following described Personal Property to Buyer effective as of _____, 2014:

All buildings, structures, improvements and fixtures of any kind located on the following real property situated in _____ County, Montana, and legally described as follows:

(Legal Description)

Sec.

Twp

Rge

County

whose street address is _____, excluding therefrom the personal property listed on Schedule A, attached hereto and incorporated herein by this reference, that are removed from the described real property prior to closing; provided, however, that any personal property remaining on said real property after the date of closing shall be included herein and transferred by this Bill of Sale, even if said personal property is identified on Schedule A, including, without limitation, all remaining furniture, furnishings, equipments, supplies, tools and any other personal belongings.

Seller hereby sells and transfers the Personal Property to Buyer "AS IS".

The Personal Property is hereby sold and transferred to Buyer and Buyer's successors and assigns forever.

Seller covenants and warrants that Seller has paid or shall pay when due any and all taxes, levies and assessments due, owing or accruing in or for the period of Seller's ownership of the Personal Property through the date of the closing, which shall be the date set forth in the opening paragraph above.

Seller hereby authorizes the closing agent handling the closing to fill in the Buyer's name, mailing address and the effective date in the opening paragraph, which shall be the date of closing.

Seller hereby covenants with and warrants to Buyer, its successors and assigns, that Seller has good and marketable title to the Personal Property, full authority to sell and transfer the Personal Property, and that the Personal Property is sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

SELLER

Printed Name: _____ Printed Name: _____

Acknowledgement

STATE OF MONTANA)
County of _____)

This instrument was acknowledged before me on _____ by _____.

(NOTARIAL SEAL)

STATE OF MONTANA)
County of _____)

This instrument was acknowledged before me on _____ by _____.

(NOTARIAL SEAL)

SCHEDULE A TO BILL OF SALE

ITEMS NOT INCLUDED IN SALE

To Be Filled Out By Seller:

SAMPLE