

Bed & Breakfast

INTERNET ONLY

Preview: By appointment only

MULTI-PROPERTY COMMERCIAL AUCTION

Bid Now! Ends Tues, Nov 10 • 2 PM ET soft close



➔ Excellent Development Opportunity! ➔

Don't miss the opportunity to bid on prime commercial properties five blocks from downtown Bloomington and close to all Indiana University activities. The property located at 801 North College Avenue is currently the Scholars Inn Bed and Breakfast, an elegantly restored 125-year-old mansion. The other property located at 805/807 North College Avenue is an office building currently leased to two tenants. If you are looking to invest in Bloomington commercial property close to downtown Bloomington and IU take advantage of this opportunity. Contact us today for your private preview!

801 N COLLEGE AVE BLOOMINGTON, IN

- Bed and breakfast
- Six guest rooms
- Paneled parlor
- Dining room
- All brick exterior
- Full basement
- Double sized city lot

805/807 N COLLEGE AVE BLOOMINGTON, IN

- All-brick office building
- Leased to two tenants
- Very nice condition
- Full basement
- Paved parking

United Country
Real Estate

Coffey Realty & Auction

Jimmie Dean Coffey,
Lic #AC30200042 /AU01049934
812-824-6000

REALTORS **TIM ELLIS** AUCTIONEERS

Tim Ellis, Lic #AU19600056
812-322-3514

UnitedCountryIN.com

Seller: Scholars Properties, LLC & Lyle A & Kerry L Feigenbaum
TERMS: 11% BP. \$50,000 down. Visit website or call for terms.



TABLE OF CONTENTS

| | |
|----|-------------------------|
| 3 | PROPERTY DESCRIPTION |
| 4 | TERMS & CONDITIONS |
| 6 | STATE MAP |
| 7 | LOCAL MAP |
| 8 | SURVEY |
| 10 | CONTACTS |
| 11 | CITY/COUNTY INFORMATION |
| 13 | PROPERTY CARD |
| 20 | TAX CARD |
| 22 | MLS SHEET |
| 23 | TITLE COMMITMENT |
| 34 | SAMPLE CONTRACT |
| 37 | AUCTION ADVANTAGES |

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PROPERTY DESCRIPTION

INTERNET REAL ESTATE AUCTION | BLOOMINGTON, INDIANA BED & BREAKFAST | DEVELOPMENT OPPORTUNITY | DOWNTOWN BLOOMINGTON

INTERNET ONLY BIDDING ENDS NOVEMBER 10, 2015 AT 2:00 PM EDT

801 NORTH COLLEGE AVENUE
BLOOMINGTON, IN

DON'T MISS THE OPPORTUNITY TO BID ON PRIME COMMERCIAL PROPERTIES FIVE BLOCKS FROM DOWNTOWN BLOOMINGTON AND CLOSE TO ALL INDIANA UNIVERSITY ACTIVITIES. THE PROPERTY LOCATED AT 801 NORTH COLLEGE AVENUE IS CURRENTLY THE SCHOLARS INN BED AND BREAKFAST, AN ELEGANTLY RESTORED 125-YEAR-OLD MANSION. IF YOU ARE LOOKING TO INVEST IN BLOOMINGTON COMMERCIAL PROPERTY CLOSE TO DOWNTOWN BLOOMINGTON AND IU TAKE ADVANTAGE OF THIS OPPORTUNITY. CONTACT US TODAY FOR YOUR PRIVATE PREVIEW!

- BED AND BREAKFAST
- SIX GUEST ROOMS
- PANELED PARLOR
- DINING ROOM
- ALL BRICK EXTERIOR
- FULL BASEMENT
- DOUBLE SIZED CITY LOT

FOR MORE INFORMATION:
JIMMIE DEAN COFFEY
JCOFFEY@UNITEDCOUNTRYIN.COM
812-822-3200

TIM ELLIS
TIM ELLIS REALTORS
TIM@TIMELLISREALTORS.COM
812-322-3514

SELLER: FEIGENBAUM | LIC. # AC30200042

TERMS & CONDITIONS

North College Ave. - Real Estate Auction

801 & 805/807 N. College Ave. – Bloomington, IN Monroe County – Bloomington Township

Legal Description

Kenwood PT Lot 13, Lot 18 & PT NW 33-9-1W Total .57A

Kenwood Lot 19 & PT (40' x 59') NW 33-9-1W .06A

Property # 1: 801 N. College Ave. (Scholars INN Bed & Breakfast)

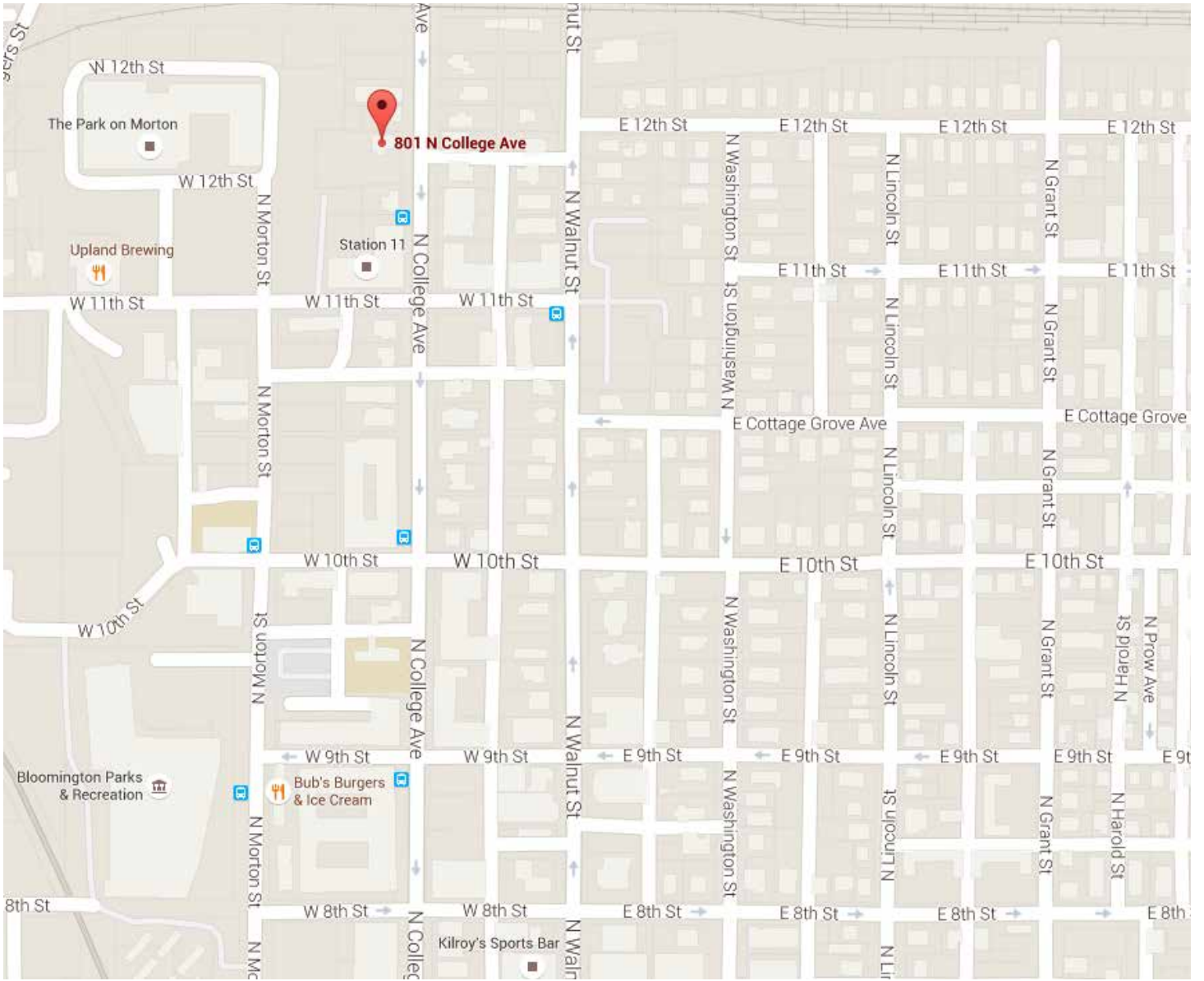
Property # 2: 805/807 N. College Ave. (2 unit commercial office building)

- The property will be sold at Public “Online Only - Internet Auction” ending Tuesday, November 10, 2015 at 2:00pm EST (soft close)
- To be approved as an online bidder a signed copy of the terms and conditions along with a signed bidders certification must be received and approved by the auction office.
- The property will be Sold Subject to Seller’s Confirmation. The seller reserves the right to reject any and all bids.
- Property sells as-Is with no warranties expressed or implied
- Property included in the sale is the real estate (Land & Buildings) only.
- The seller will retain the website, name, furniture and trade fixtures in the Bed & Breakfast.
- The auction is Subject to prior sale (the property can be purchased prior to the end of the auction)
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- Buyers Premium
 - An **11%** buyer’s premium will be added to the final bid and charged to the buyer, the final bid plus the 11% buyer’s premium will establish the final sales price.
- A **\$50,000.00 Down payment (Per Property)** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the auction contract by the Sellers payable to Title Plus The down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you are prepared to pay cash at closing or have arranged your financing prior to bidding. The balance of the purchase price including the buyer’s premium will be due via a wire transfer to the closing company, on delivery of insurable title on January 5, 2016.
 - A promissory note for the down payment will be signed along with the down payment.
- Final closing is NOT contingent upon financing.
- The property will be conveyed by a Warranty Deed
- The seller agrees to furnish buyer(s) with an owner’s policy of Title Insurance Policy at closing.
- Real Estate Taxes: the taxes will be prorated to the day of closing.
- Closing:
 - Closing shall take place at the office of: **Title Plus – Address 328 S. Walnut St. Suite 3 Bloomington, IN**
 - Closing fee will be paid by the buyer
 - Closing will be held on: January 5, 2016 - 10:00am
- Possession will be granted on day of final closing – Subject to tenant’s rights.
- The successful Bidder shall execute a “Real Estate Auction Sales Contract” for the property immediately after being declared the Successful Bidder by the Auctioneer. The Auction Sales Contract will be emailed to the winning bidder immediately after the online bidding closes.
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property.

STATE MAP



LOCAL MAP



**Bledsoe Riggert Guerretaz**
LAND SURVEYING • CIVIL ENGINEERING • GIS**REPORT OF SURVEY**
Job # 8833

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for an urban survey (0.07 feet plus 50 ppm) as defined IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.)

In regard to monuments, point (a) above, in many cases the original section corners were not perpetuated or have been obliterated with time and therefore existing topographical features and monuments of modern origin provide the only evidence of the corner's most PROBABLE and/or ACCEPTED POSITION. In the absence of CREDITABLE physical and/or record evidence then proportional measurement has been used to establish the points of division of the section.

Section corners found or established by topographical features, monuments of modern origin or proportional measurement will be labeled as "ACCEPTED CORNER" on the plat of survey and are subject to undiscovered evidence regarding the true location of said corners. Uncertainty that surrounds an "ACCEPTED CORNER" is inherently passed to any parcel corner dependent upon the position of the section corner. Uncertainty of "ACCEPTED CORNERS" cannot be determined as the position of the "TRUE or ORIGINAL" corner is unknown. If any uncertainty is reported it is only an estimate.

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This survey is a Retracement Survey.

This survey was performed at the request of Tim Ellis.

The property is currently in the name of Scholars Properties, LLC (Instr #2011010012) Office of the Monroen County Recorder).

The initial field work was completed on September 11, 2015.

The purpose of this survey is to establish the corners of the subject deed.

SURVEYS & PLATS OF RECORD:

1. Survey of Lots 24 and 25 North of subject done by Phil Tapp, Bledsoe Tapp & Co., August 17, 1993.
2. Morton North Plat done by Doug Curry, Bynum Fanyo, recorded in Instr # 2012005085.
3. Kenwood Addition Plat, Plat Cabinet "B". Env. 23 (PB 2, pg 21).

MONUMENTS FOUND:

1. Northeast corner Lot 25: 5/8" rebar w/BT cap, set per survey #1 above.
2. Northeast corner Lot 19: cut "+", set per survey #1 above.
3. Southeast corner Lot 19: 3/4" pinched pipe, origin unknown.
4. Property corner 11.00 feet North of the Southeast corner of Lot 13; 1/2" rebar, origin unknown.
5. Southwest corner of subject parcel; rebar w/BFA cap per survey #2 above.
6. Monument along East line of Morton North; rebar w/BFA cap per survey #2 above.

ESTABLISHMENT OF LINES AND CORNERS:

The local monuments found on the subject parcel where held as good and the northwest corner was calculated from the prior survey #1 above done by Phil Tapp. There is an uncertainty in all corners of plus or minus 1.3 foot due to inconsistencies in record distances compared to those measured between monuments. Monuments where held as found.

PROPERTY RELATED CONTACTS

UNITED COUNTRY COFFEY REALTY & AUCTION
JIMMIE DEAN COFFEY
812.822.3200
JCOFFEY@UNITEDCOUNTRYIN.COM
WWW.UNITEDCOUNTRYIN.COM

TIM ELLIS REALTORS
TIM ELLIS
812.322.3514
TIM@TIMELLISREALTORS.COM
WWW.TIMELLISREALTORS.COM

COUNTY ASSESSOR COUNTY EXTENSION OFFICE
812•349•2502 812•349•2575

COUNTY SURVEYOR AUDITOR OFFICE
812•349•2570 812•349•2510

TREASURER
812•349•2502

CITY POLICE DEPARTMENT
812•339•4477

SHERIFF OFFICE
812•349•2780

STATE POLICE DEPARTMENT
812•332•4411

CHAMBER OF COMMERCE
812•336•6381

ECONOMIC DEVELOPMENT
[HTTP://WWW.MONROECOUNTYINDIANA.ORG](http://www.monroecountyindiana.org)

DNR FISH & WILDLIFE
[HTTP://WWW.IN.GOV/DNR/WATER/3844.HTM](http://www.in.gov/dnr/water/3844.htm)

WEBSITES OF INTEREST
[HTTP://WWW.MONROECOUNTY.IN.GOV/HTML](http://www.monroecounty.in.gov/html)
[HTTP://WWW.MONROECOUNTYINDIANA.ORG](http://www.monroecountyindiana.org)

BLOOMINGTON INDIANA/MONROE COUNTY

THE COUNTY WAS NAMED FOR PRESIDENT JAMES MONROE AND IS ONE OF 92 COUNTIES IN INDIANA.

THE COUNTY IS IN THE BLOOMINGTON METRO AREA. THE ESTIMATED POPULATION IN 2004 WAS 121,013. THIS WAS AN INCREASE OF .37% FROM THE 2000 CENSUS.

NESTLED IN THE ROLLING HILLS OF SOUTHERN INDIANA, BLOOMINGTON IS A BEST-LOVED CITY THAT BOASTS SPECTACULAR SCENERY, WORLD-CLASS EDUCATIONAL INSTITUTIONS AND UNIQUE SHOPPING AND DINING EXPERIENCES. BLOOMINGTON IS ONE OF THE GREAT PLACES TO LIVE, WORK AND PLAY. ITS UNIQUE CHARACTER AND FRIENDLY AND SAFE ENVIRONMENT ARE MATCHED BY FEW COMMUNITIES IN THE NATION.

WHILE YOU'RE IN BLOOMINGTON BE SURE TO EXPERIENCE THE CITY'S CHARACTER AND ALL ITS SIGHTS, SOUNDS AND TASTES. FROM SHOPPING AND MUSEUMS TO BIKING AND ART EXHIBITIONS, THE ACTIVITIES AVAILABLE FOR ALL TO ENJOY ARE ENDLESS.

WHETHER YOU'RE A NEW OR LONGTIME RESIDENT OF THE CITY OR JUST VISITING FOR BUSINESS OR RECREATION, BLOOMINGTON IS A PERFECT LOCATION. IF SEVERAL SITES LOOK FAMILIAR TO YOU, THE MOVIE *BREAKING AWAY* WAS FILMED HERE. BLOOMINGTON ALSO IS THE SETTING FOR AUTHOR KAREN KINGSBURY'S "FIRSTBORN" AND "REDEMPTION" SERIES.

THE CITY IS DEDICATED TO ENSURING THAT BLOOMINGTON REMAINS A CHARISMATIC, DIVERSE COMMUNITY THAT HAS BECOME A DESTINATION FOR MANY. BY OFFERING A VAST ARRAY OF OPPORTUNITIES IN EMPLOYMENT, EDUCATION, ARTS AND CULTURE, THE CITY IS CONTINUALLY ENHANCING THE QUALITY OF LIFE FOR EVERYONE.

IF YOU'RE LOOKING FOR A WORLD-CLASS EDUCATION, YOU'LL FIND ONE IN BLOOMINGTON. HOME TO AN AWARD-WINNING UNIVERSITY AND COMMUNITY COLLEGE, BLOOMINGTON'S UNIQUE TOWN-GOWN RELATIONSHIP CREATES AN ATMOSPHERE WHERE EDUCATION IS EASY TO COME BY AND ALWAYS AVAILABLE.

INDIANA UNIVERSITY

ESTABLISHED IN 1820 AS THE FIRST STATE COLLEGE WEST OF THE ALLEGHENY MOUNTAINS, INDIANA UNIVERSITY HAS TRANSFORMED OVER THE YEARS FROM AN OUTPOST OF KNOWLEDGE IN THE WILDERNESS TO A VIBRANT CENTER OF LEARNING FOR STUDENTS FROM ALL CULTURES AND BACKGROUNDS. IU OFFERS SEVERAL NATIONALLY RECOGNIZED PROGRAMS FOR STUDENTS OF EVERYTHING FROM MUSIC TO MEDICINE. PLUS, IU OFFERS A WORLD OF THINGS TO SEE AND DO FOR THE CASUAL VISITOR, INCLUDING MUSEUMS, PERFORMANCE VENUES, BIG TEN ATHLETICS AND SO MUCH MORE!



CITY/COUNTY INFORMATION

THE ABUNDANCE OF NATURAL BEAUTY IN THE AREA MAKE BLOOMINGTON A GREAT PLACE FOR AN OUTDOOR EXCURSION, WHETHER IT'S A SIMPLE DAY AT THE BEACH OR A TRUE NATURAL ADVENTURE. HOME TO THE STATE'S LARGEST INLAND LAKE, ONLY NATIONAL FOREST, AND A VARIETY OF CITY AND COUNTY PARKS, BLOOMINGTON'S GOT HIKING, FISHING, BOATING, BIKING, KAYAKING, HOT AIR BALLOONING AND MORE! OF COURSE, IF YOU'RE LOOKING FOR A LITTLE LESS ADVENTURE AND A LITTLE MORE RELAXATION, WE'VE GOT SOME GREAT BEACHES AND GOLF COURSES AS WELL.

LOOKING FOR THINGS YOU CAN'T SEE OR DO ANYWHERE ELSE? YOU'LL FIND THINGS IN BLOOMINGTON THAT YOU'VE NEVER IMAGINED! MANY PEOPLE ALREADY KNOW ABOUT BLOOMINGTON'S UNIQUE LIMESTONE HERITAGE AND BEAUTIFUL SCENERY, BUT HOW ABOUT THE COUNTRY'S ONLY TIBETAN CULTURAL CENTER, THE STATE'S OLDEST AND LARGEST WINERY, LOADS OF ANTIQUES OR A WORLD MUSIC FESTIVAL? YOU'LL FIND ALL THESE THINGS AND MORE AMONG BLOOMINGTON'S UNIQUE ATTRACTIONS!



Monroe County, IN
 Property Assessment Detail Report
 Parcel Number: 53-05-33-204-122.000-005
 39°North- 855.GIS.3939

| | | | |
|---------------------------|---|-------------------------|-------------------------|
| Parcel Information | | Taxing District | |
| Parcel Number: | 53-05-33-204-122.000-005 | Township: | BLOOMINGTON TOWNSHIP |
| Alt Parcel Number: | 013-33100-00 | Corporation: | MONROE COUNTY COMMUNITY |
| Property Address: | 801 N College AVE Bloomington, IN 47404-3545 | Land Description | |
| Neighborhood: | 67 BLOOMINGTON CITY - COM | Land Type | Acreage Dimensions |
| Property Class: | Other Commercial Housing | 11 | 24829.0000 |
| Legal Description: | 013-33100-00 KENWOOD PT LOT 13, LOT 18, & PT NW 33-9-1W; TOTAL .57A; PLAT L18 | | |
| Owner Name: | Feigenbaum, Lyle A & Kerry L | | |
| Owner Address: | 801 N College Ave Bloomington, IN 47404 | | |

Transfer Of Ownership

| Date | Name | Buyer | Document | Deed Type | Sale Price |
|------------|------------------------------|-------|-------------|-----------|------------|
| 01-03-1997 | FEIGENBAUM, LYLE A & KERRY L | | 1997 - 3031 | MI | 0 |
| 10-04-1996 | STIDD, RAYMOND E | | 1996 - 3140 | MI | 0 |

PROPERTY CARD

Transfer Of Ownership

| Date | Name | Buyer | Document | Deed Type | Sale Price |
|------------|-----------------------------------|-------|--------------|-----------|------------|
| 08-06-1996 | STIDD, RAYMOND E | | 1996 - 3139 | MI | 0 |
| 01-23-1989 | STIDD, RAYMOND E & BENHAM, JANICE | | 1989 - 2218 | MI | 0 |
| 06-06-1978 | NOYES, NICHOLAS STANBERRY | | 1978 - 1961 | MI | 0 |
| 01-01-1900 | TRUESDELL, CLIFFORD & CHARLOTTE | | 1900 - 20275 | MI | 0 |
| 01-01-1900 | UNKNOWN | | | WD | |

Valuation Record

| Assessment Date | Reason for Change | Land | Improvements | Total Valuation |
|-----------------|---------------------|--------|--------------|-----------------|
| 05-27-2015 | GENERAL REVALUATION | 298000 | 160800 | 458800 |
| 05-15-2014 | Annual Adjustment | 298000 | 159800 | 457800 |
| 06-03-2013 | Annual Adjustment | 298000 | 158000 | 456000 |
| 06-27-2012 | Annual Adjustment | 298000 | 153100 | 451100 |
| 06-08-2011 | Annual Adjustment | 298000 | 141500 | 439500 |
| 03-01-2010 | Annual Adjustment | 298000 | 141500 | 439500 |
| 03-01-2009 | MISCELLANEOUS | 298000 | 141500 | 439500 |
| 03-01-2008 | MISCELLANEOUS | 298000 | 141500 | 439500 |
| 03-01-2007 | MISCELLANEOUS | 298000 | 141500 | 439500 |
| 03-01-2006 | MISCELLANEOUS | 298000 | 141400 | 439400 |
| 03-01-2005 | MISCELLANEOUS | 284100 | 138300 | 422400 |
| 03-01-2005 | GENERAL REVALUATION | 284100 | 175300 | 459400 |
| 03-01-2002 | GENERAL REVALUATION | 198600 | 138300 | 336900 |
| 03-01-1996 | GENERAL REVALUATION | 0 | 0 | 0 |
| 03-01-1995 | GENERAL REVALUATION | 0 | 0 | 0 |
| 03-01-1994 | GENERAL REVALUATION | 0 | 0 | 0 |

Public Utilities

| | |
|--------------|---|
| Water: | N |
| Sewer: | N |
| Gas: | N |
| Electricity: | N |
| All: | Y |

Exterior Features

| Exterior Feature | Size/Area |
|------------------|-----------|
| Patio, Flagstone | 288 |
| Stoop, Masonry | 20 |
| Stoop, Masonry | 254 |

Special Features

| Description | Size/Area |
|-------------|-----------|
|-------------|-----------|

Summary Of Improvements

| Buildings | Grade | Condition | Construction Year | Effective Year | Area |
|--------------------|-------|-----------|-------------------|----------------|------|
| Paving C 01 | C | A | 1925 | 1925 | 720 |
| Single-Family R 01 | C+2 | Ex | 1925 | 1925 | 3104 |

Residential Dwelling Information

Single-Family R 01

Accommodations

| | |
|-----------------|----|
| Bed Rooms: | 6 |
| Finished Rooms: | 10 |

Plumbing

| | |
|-------------------------|----|
| Full Baths: | 6 |
| Half Baths: | 1 |
| Full Baths Fixtures: | 18 |

Other

| | |
|-------------|------------------|
| Fireplaces: | 2 |
| Heat Type: | Central Warm Air |



PROPERTY CARD

Property Report Card for parcel 53-05-33-204-122.000-005

Page 3 of 5

Plumbing

| | |
|-------------------------|---|
| Half Baths Fixtures: | 3 |
| <hr/> | |
| Kitchen Sinks: | 1 |
| Additional Fixtures: | 1 |

Floors

| Floor | Construction | Base | Finished |
|-------|--------------|------|----------|
| C | | 200 | 0 |
| 1 | 4/6 Masonry | 1664 | 1664 |
| 2 | 4/6 Masonry | 1440 | 1440 |
| B | | 1170 | 0 |
| S | | 294 | 0 |

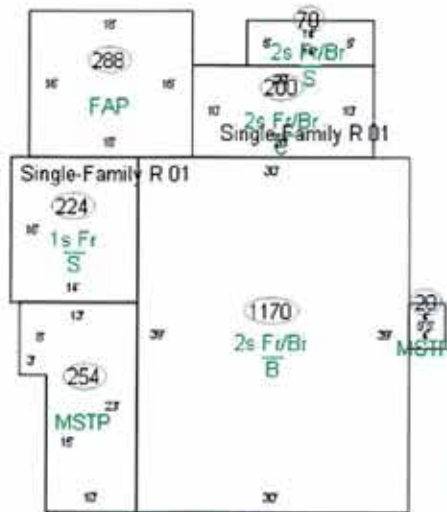
Photos and Sketches

PROPERTY CARD

Property Report Card for parcel 53-05-33-204-122.000-005

Page 4 of 5

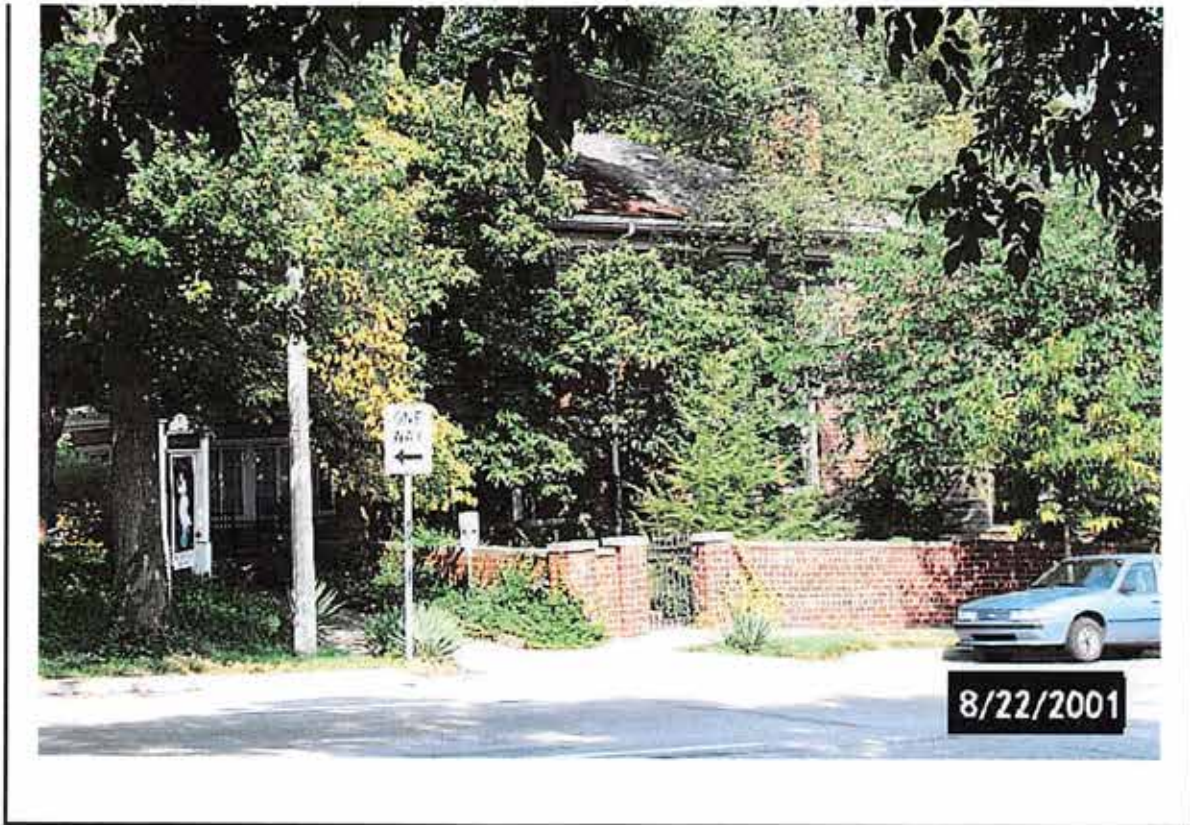
●
Paving C 01



PROPERTY CARD

Property Report Card for parcel 53-05-33-204-122.000-005

Page 5 of 5



PROPERTY CARD

53-05-33-204-122,000-005

FEIGENBAUM, LYLE A & KERRY
801 N College Ave

419, Other Commercial Housing

67 BLOOMINGTON CITY -

General Information

Parcel Number
53-05-33-204-122,000-005
Local Parcel Number
013-33100-00
Tax ID:

Routing Number
33-15-0027-000

Property Class 419
Other Commercial Housing

Year: 2015

Location Information

County
Monroe
Township
BLOOMINGTON TOWNSHIP
District 005 (Local 005)
BLOOMINGTON CITY-BLOOMING
School Corp 5740
MONROE COUNTY COMMUNITY
Neighborhood 53005092-005
67 BLOOMINGTON CITY - COM
Section/Plat

Location Address (1)
801 N College Ave
Bloomington, IN 47404-3545

Zoning
Subdivision
Lot

Market Model
419 - Other Commercial Housing

Characteristics

Topography
Level, High
Public Utilities
All
Streets or Roads
Paved
Neighborhood Life Cycle Stage
Other
Printed Wednesday, June 17, 2015

Data Source N/A

Collector

Appraiser

Ownership

FEIGENBAUM, LYLE A & KERRY L
801 N COLLEGE AVENUE
BLOOMINGTON, IN 47404-3545

Transfer of Ownership

| Date | Owner | Doc ID | Code | Book/Page | Sale Price |
|------------|-----------------------|--------|------|------------|------------|
| 01/03/1997 | FEIGENBAUM, LYLE A & | 0 | MI | 1997/3031 | \$0 |
| 10/04/1996 | STIDD, RAYMOND E | 0 | MI | 1996/3140 | \$0 |
| 08/06/1996 | STIDD, RAYMOND E | 0 | MI | 1996/3139 | \$0 |
| 01/23/1989 | STIDD, RAYMOND E & BE | 0 | MI | 1989/2218 | \$0 |
| 06/06/1978 | NOYES, NICHOLAS STAN | 0 | MI | 1978/1961 | \$0 |
| 01/01/1900 | TRUEDELL, CLIFFORD | 0 | MI | 1900/20275 | \$0 |

Notes

5/25/2012 2012 - REASSESSMENT: 2012 PAY
2013 TRENDING
APPLY MARKET FACTOR TO COMMERCIAL BLDG
ONLY. 5-25-2012 KSLR
1/9/2012 2012 - REASSESSMENT:
12/F A V 13-ADJUST 1ST FL SQ FT TO ALL
FINISHED AREA. JH 1/9/12
9/15/2008 : MM01 Plevix Conn. Note 10/22/1594
Parcel
CONTACT: NICKKY JACKSON

Commercial

Valuation Records (Work in Progress values are not certified values and are subject to change)

| Assessment Year | Reason For Change | GenReval | AA | AA | AA | AA | AA |
|-----------------|---------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 2015 | WIP | 02/01/2015 | 05/27/2015 | 05/15/2014 | 06/03/2013 | 06/27/2012 | 06/09/2011 |
| As Of Date | Valuation Method | Indiana Cost Mod | Indiana Cost Mod | Indiana Cost Mod | Indiana Cost Mod | Indiana Cost Mod | Indiana Cost Mod |
| 1.0000 | Equalization Factor | 1.0000 | 1.0000 | 1.0000 | 1.0000 | 1.0000 | 1.0000 |
| Notice Required | | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| \$298,000 | Land | \$298,000 | \$298,000 | \$298,000 | \$298,000 | \$298,000 | \$298,000 |
| \$0 | Land Res (1) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| \$298,000 | Land Non Res (2) | \$298,000 | \$298,000 | \$298,000 | \$298,000 | \$298,000 | \$298,000 |
| \$0 | Land Non Res (3) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| \$160,800 | Improvement | \$160,800 | \$159,800 | \$158,000 | \$153,100 | \$141,500 | \$141,500 |
| \$0 | Imp Res (1) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| \$160,300 | Imp Non Res (2) | \$160,300 | \$159,300 | \$157,600 | \$152,800 | \$141,100 | \$141,100 |
| \$500 | Imp Non Res (3) | \$500 | \$500 | \$400 | \$300 | \$400 | \$400 |
| \$458,800 | Total | \$458,800 | \$457,800 | \$456,000 | \$451,100 | \$439,500 | \$439,500 |
| \$0 | Total Res (1) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| \$458,300 | Total Non Res (2) | \$458,300 | \$457,300 | \$455,600 | \$450,800 | \$439,100 | \$439,100 |
| \$500 | Total Non Res (3) | \$500 | \$500 | \$400 | \$300 | \$400 | \$400 |

Land Data (Standard Depth: Res 100', CI 100')

| Land Pricing Soil Type Method ID | Act Front | Size | Factor | Rate | Adj. Rate | Ext. Value | Int'l. % | Res Elig % | Market Factor | Value |
|----------------------------------|-----------|----------|--------|------|-----------|------------|----------|------------|---------------|-----------|
| 11 S | 0 | 24829.00 | 1.00 | \$12 | \$12 | \$297,948 | 0% | 0% | 1.0000 | \$297,950 |

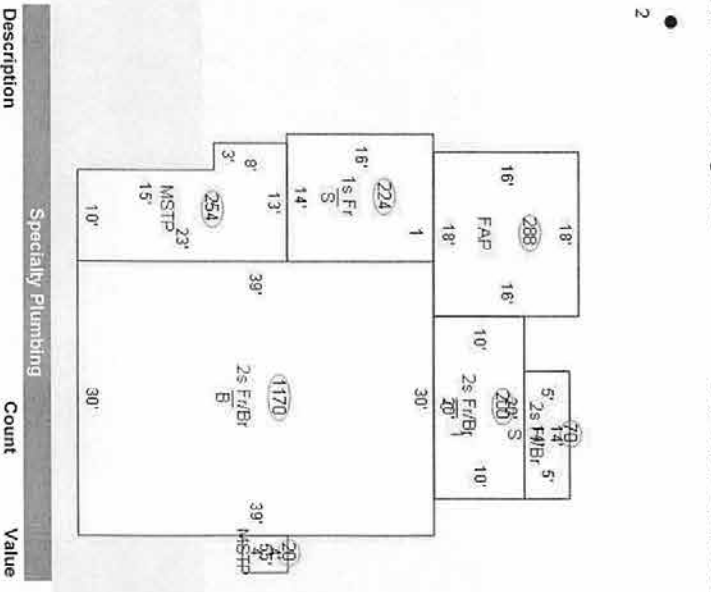
Land Computations

| | |
|-------------------------|--------------------------|
| Calculated Acreage | 0.57 |
| Actual Frontage | 0 |
| Developer Discount | <input type="checkbox"/> |
| Parcel Acreage | 0.57 |
| 81 Legal Drain NV | 0.00 |
| 82 Public Roads NV | 0.00 |
| 83 UT Towers NV | 0.00 |
| 9 Homesite | 0.00 |
| 9 Homesite | 0.00 |
| 91/92 Acres | 0.00 |
| Total Acres Farmland | 0.57 |
| Farmland Value | \$0 |
| Measured Acreage | 0.00 |
| Avg Farmland Value/Acre | 0.0 |
| Value of Farmland | \$0 |
| Classified Total | \$0 |
| Farm / Classified Value | \$0 |
| Homesite(s) Value | \$0 |
| 91/92 Value | \$0 |
| Supp. Page Land Value | \$0 |
| CAP 1 Value | \$0 |
| CAP 2 Value | \$298,000 |
| CAP 3 Value | \$0 |
| Total Value | \$298,000 |

PROPERTY CARD

53-05-33-204-122.000-005 FEIGENBAUM, LYLE A & KERRY 801 N College Ave 419, Other Commercial Housing 67 BLOOMINGTON CITY - 212

| General Information | | Plumbing | |
|---|--|---|--------------------------------|
| Occupancy | Single-Family | Full Bath | # TF |
| Description | Single-Family R 01 | Half Bath | 6 18 |
| Story Height | 2 | Kitchen Sinks | 1 1 |
| Style | N/A | Water Heaters | 1 1 |
| Finished Area | 3104 sqft | Add Fixtures | 1 1 |
| Make | | Total | 10 23 |
| Floor Finish | | Accommodations | |
| <input type="checkbox"/> Earth | <input checked="" type="checkbox"/> Tile | Bedrooms | 6 |
| <input checked="" type="checkbox"/> Slab | <input type="checkbox"/> Carpet | Living Rooms | 0 |
| <input checked="" type="checkbox"/> Sub & Joint | <input checked="" type="checkbox"/> Unfinished | Dining Rooms | 1 |
| <input checked="" type="checkbox"/> Wood | <input type="checkbox"/> Other | Family Rooms | 0 |
| <input type="checkbox"/> Parquet | | Total Rooms | 10 |
| Wall Finish | | Heat Type | |
| <input checked="" type="checkbox"/> Plaster/Drywall | <input checked="" type="checkbox"/> Unfinished | Central Warm Air | |
| <input type="checkbox"/> Paneling | <input type="checkbox"/> Other | | |
| <input type="checkbox"/> Fiberboard | | | |
| Roofing | | Exterior Features | |
| <input type="checkbox"/> Built-Up | <input type="checkbox"/> Metal | <input checked="" type="checkbox"/> Asphalt | <input type="checkbox"/> Slate |
| <input type="checkbox"/> Wood Shingle | <input type="checkbox"/> Other | <input type="checkbox"/> Tile | |



| Specialty Plumbing | | Count | Value |
|-----------------------------------|--|-------|-----------|
| Sub-Total, One Unit | | | |
| Sub-Total, 1 Units | | | \$215,400 |
| Exterior Features (+) | | | \$8,400 |
| Garages (+) 0 sqft | | | \$0 |
| Quality and Design Factor (Grade) | | | \$223,800 |
| Location Multiplier | | | 1.10 |
| Replacement Cost | | | \$228,947 |

| Description | Area | Value |
|------------------|------|---------|
| Patio, Flagstone | 288 | \$3,700 |
| Stoop, Masonry | 20 | \$1,300 |
| Stoop, Masonry | 254 | \$3,400 |

| Summary of Improvements | | | | | | | | | | | | | | | | | | | | | |
|-------------------------|-------------|--------------|--------------|-------|------------|---------|-----------|-----------|------|-----------|-----------------|-----------|----------|---------------|---------|----------|-------|--------------|--|--|-----------|
| Description | Res Eligibl | Story Height | Construction | Grade | Year Built | Eff Age | Eff Co nd | Base Rate | LCM | Adj Rate | Size | RCN | Norm Dep | Remain. Value | Abn Obs | PC Nbrhd | Mkt | Improv Value | | | |
| 1: Single-Family R 01 | 0% | 2 | 4/6 Masonry | C-2 | 1925 | 90 | Ex | \$3,377 | 0.93 | \$3,377 | 720 sqft | \$228,947 | 30% | \$160,260 | 0% | 1.00 | 1,000 | \$160,300 | | | |
| 2: Paving C 01 | 0% | 1 | | C | 1925 | 90 | A | \$3,377 | 0.93 | \$3,377 | | \$2,257 | 80% | \$450 | 0% | 1.00 | 1,000 | \$500 | | | |
| Total all pages | | | | | | | | | | \$160,800 | Total this page | | | | | | | | | | \$160,800 |

[Print](#)



2014 PAYABLE 2015 TAX INFORMATION - Monroe County, IN

Property : 53-05-33-204-122.000-005

Note: Some of the information provided may be incomplete, particularly delinquent taxes. To verify please contact the Treasurer's office.



Spring Due Date: May 11, 2015

Fall Due Date: November 10, 2015

| Parcel Information | |
|---------------------------|--|
| Tax ID: | 013-33100-00 |
| Owner Name: | Feigenbaum, Lyle A & Kerry L |
| Owner Address: | 801 N College Ave Bloomington, IN 47404 |
| Legal Description: | 013-33100-00 KENWOOD PT LOT 13, LOT 18, &; PT NW 33-9-1W; TOTAL .57A; PLAT L18 |

| Payments | | | | |
|----------------------------------|--------------------|---------------------|-----------------------|--------------------|
| <i>Tax Set</i> | <i>Charge Type</i> | <i>Total Charge</i> | <i>Posted Payment</i> | <i>Balance Due</i> |
| Bloomington City Bloomington Twp | Spring installment | \$4,774.40 | \$4,774.40 | \$0.00 |
| Bloomington City Bloomington Twp | Fall installment | \$4,774.40 | \$0.00 | \$4,774.40 |
| Bloomington City Bloomington Twp | Year total | \$9,548.80 | \$4,774.40 | \$0.00 |

Your Invoice

| Type | Parcel Number | Invoice # | Due Date | Balance Due | Options |
|-------------------|--------------------------|----------------|------------|-------------|---|
| Personal Property | 53-05-33-204-122.000-005 | 1006867-2015-2 | 11/10/2015 | \$4,774.40 |   |

Express Registration to Pay Online

You may skip the registration process and go directly to One Time Pay to pay this invoice.

However, if you are a first time user, you will need to create an account to be able to use these extended features:

- Review Invoice History
- Review Payment History
- Go Paperless
- Schedule Automatic Payments
- Pay With Previously Saved Remittance Information

[Register Now](#) →

One Time Pay

One Time Pay is the fastest way to make your payment. After clicking the "Pay Now" button below, you can enter your payment information and submit it for processing.

If you would like to take advantage of advanced features and functionality, please proceed towards the Register Now option.

Note: Registration is not required to pay your invoice. Please feel free to choose how you would like to proceed.

[Pay Now](#) →

Listings as of 09/29/2015

Commercial Agent Full Detail Report

[Schedule a Showing](#)

Page 1 of 1

Property Type COMMERCIAL **Status** Active **CDOM** 1 **DOM** 1 **Auction** Yes

MLS # [201546119](#) 801 N College Avenue Bloomington IN 47404 **Status** Active **LP** \$0



Area Monroe County **Parcel ID** 53-05-33-204-122.000-005 **Type** Hotel & Motel

Cross Street **Age** 90

REO N **Short Sale** No

Legal Description 013-33100-00 KENWOOD PT LOT 13, LOT 18, & PT NW 33-9-1W; TOTAL .57A; PLATL18

Directions 5 blocks north of the square on College Ave.

Remarks Don't miss the opportunity to bid on prime commercial properties five blocks from downtown Bloomington and close to all Indiana University activities. The property located at 801 North College Avenue is currently the Scholars Inn Bed and Breakfast, an elegantly restored 125-year-old mansion. A second property being sold at auction is located at 805/807 North College Avenue, an office building currently leased to two tenants (mls#201546123). If you are looking to invest in Bloomington commercial property close to downtown Bloomington and IU take advantage of this opportunity. Contact us today for your private preview!

Agent Remarks

| Sec | Lot | Township | Bloomington | Zoning | Lot Ac/SF/Dim | 0.6000 / 26,136 | / 133' NS x 197' EW | Src | N |
|------------------------------------|--------------|------------|-------------|----------------------------|--------------------------|-----------------------|--------------------------------------|-----------------------------|----|
| Year Built | 1925 | Age | 90 | New Not Applicable | Years Established | Exterior Brick | Foundation Partially Finished | | |
| Const Type | brick veneer | | | Total # Bldgs | 1 | Stories | 2.0 | Total Restrooms | 7 |
| Bldg #1 Total Above Gd SqFt | 3,104 | | | Total Below Gd SqFt | 1,170 | Story | 2 | Finished Office SqFt | 0 |
| Bldg #2 Total Above Gd SqFt | | | | Total Below Gd SqFt | | Story | | Finished Office SqFt | |
| Bldg #3 Total Above Gd SqFt | | | | Total Below Gd SqFt | | Story | | Finished Office SqFt | |
| Location | | | | Fire Protection | City | | | Fire Doors | No |
| Bldg Height | | | | Roof Material | Asphalt | Int Height | 8 | | |
| Interior Walls | Drywall | | | Ceiling Height | 8 | Column Spcg | na | | |
| Flooring | Carpet, Wood | | | Parking | Gravel | Water | City | | |
| Road Access | City | | | Equipment | Yes | Sewer | City | | |
| Currently Lsd | No | | | Enterprise Zone | No | Fuel / | Gas, Forced Air | | |

SALE INCLUDES Building, Land
INTERNAL ROOMS Kitchen
SPECIAL FEATURES 220 Volts, Handicap Access
PROPERTY USE Investment Property

Heating
Cooling Central Air
Burglar Alarm No
Channel Frtg
Water Frtg

Water Access **Water Name** **Lake Type**

Water Features

Auction Yes **Auctioneer Name** Jimmie Dean Coffey & Tim Ellis **Auctioneer License #** AU01049934 & AU19600056

Occupancy Comm **Owner Name**

Financing: Existing **Proposed** **Excluded Party** None

Annual Taxes \$9,548.00 **Exemption** No Exemptions **Year Taxes Payable** 2015 **Assessed Value \$**

Is Owner/Seller a Real Estate Licensee No **Possession** at closing

List Office [United Country Coffey Realty & Auction - Ofc: 812-822-3200](#) **List Agent** [Jimmie Dean Coffey - Cell: 812-360-6005](#)

Agent ID RB14023700 **Agent E-mail** jcoffey@jdcgroup.com

Co-List Office [Tim Ellis Realtors & Auctioneers Inc.](#) **Co-List Agent** [Tim Ellis - Cell: 812-322-3514](#)

Showing Instr By Appointment Only. Call Tim Ellis or Jimmie Dean Coffey

List Date 9/28/2015 **Exp Date** 1/4/2016 **Publish to Internet** Yes **Show Addr to Public** Yes **Allow AVM** No **Show Comments** Yes

IDX Include Y **Contract Type** Exclusive Right to Sell **BBC** 2% **Variable Rate** No **Special Listing Cond.** None

Virtual Tour **Type of Sale**

Pending Date **Closing Date** **Selling Price** **How Sold** **CDOM** 1

Total Concessions Paid **Sold/Concession Remarks**

Sell Off **Sell Agent** **Co-Sell Off** **Co-Selling Agent**

Presented by: Mary Garvin, NMSF / United Country Coffey Realty & Auction
 Information is deemed reliable but not guaranteed.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedule A and B and to the Conditions of the Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Monroe County Land Title Co., Inc.
d/b/a TitlePlus
Countersigned:

Morris H. Erickson, President
Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

Handwritten signature of the President of Chicago Title Insurance Company.

President

ATTEST

Handwritten signature of the Secretary of Chicago Title Insurance Company.

Secretary

TITLE COMMITMENT

Chicago Title Insurance Company

SCHEDULE A

Commitment Number: 40619

CUSTOMER REFERENCE: 801 & 805 N. COLLEGE AVE., BLOOMINGTON, INDIANA

NOTE: The street address is shown for identification purposes and for convenience only. It should not be construed as insuring the accuracy of the street address as it relates to the insured premises.

1. Effective Date: August 31, 2015 at 08:00 AM

2. Policy or Policies to be issued: Amount

(a) Owner's Policy (ALTA Own. Policy (6/17/06))

Proposed Insured:
TO BE DETERMINED

(b) Loan Policy (ALTA Loan Policy (6/17/06))

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
801 N. COLLEGE: LYLE A. FEIGENBAUM and KERRY L. FEIGENBAUM, husband and wife
805 N. COLLEGE: SCHOLARS PROPERTIES LLC, an Indiana limited liability company

5. The land referred to in the Commitment is described as follows:

SEE SCHEDULE C ATTACHED HERETO

**For questions about this
commitment please contact:
Lisa at (812)323-8830**

Monroe County Land Title Co., Inc. d/b/a TitlePlus

By: Morris H. Erickson, President

Monroe County Land Title Co., Inc. d/b/a TitlePlus
328 S. Walnut Street, Suite 2 & 3
Bloomington, IN 47401

Chicago Title Insurance Company

Commitment Number: 40619

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with for the issuance of a policy:

TO BE DETERMINED

By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

Note for information: Indiana Code 27-7-3.7-1 et seq. concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.

Note: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory.

TITLE COMMITMENT

Chicago Title Insurance Company

Commitment Number: 40619

SCHEDULE B - SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

General/Standard Exceptions:

- A. Rights or Claims of parties in possession not shown by the public records.
- B. Easements, or claims of easements, not shown by the public records.
- C. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
- D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- E. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

801 N. COLLEGE

1. Taxes for 2014, due and payable in 2015 are as follows:

Tax Parcel No. 53-05-33-204-122.000-005
Auditor's Parcel No. 013-33100-00
Assessed in the name of: Feigenbaum, Lyle A. and Kerry L.
Legal Description: Kenwood Pt Lot 13, Lot 18 & NW33-9-1W
Township: Bloomington City

| | | |
|-------------------|--------------|--------|
| May Installment: | \$4,774.40 - | paid |
| Nov. Installment: | \$4,774.40 - | unpaid |

Delinquencies and Penalties: none

Valuation:

| | |
|------------------|------------|
| Land - | \$298,000. |
| Improvements - | \$159,800. |
| Exemptions - | \$0.00 |
| Suppl. Homestead | \$0.00 |
| Net - | \$457,800. |

2. Taxes for 2015, due and payable in 2016.
3. Real estate taxes and assessments for subsequent years, not yet due and payable.
4. Any and all conditions, agreements, limitations, restrictions, covenants, encumbrances, easements, and mineral and oil and gas interests, if any, which are either observable or of record.

SCHEDULE B - SECTION II

EXCEPTIONS

(Continued)

Commitment Number: 40619

5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
6. All covenants, conditions, easements, encumbrances, and restrictions contained in the plat of Kenwood Addition subdivision as per plat thereof recorded in Plat Cabinet B, Envelope 23, in the office of the Recorder of Monroe County, Indiana. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
7. Rights of tenants, if any, under unrecorded leases, as to possession only.
805 N. COLLEGE
8. Taxes for 2014, due and payable in 2015 are as follows:

Tax Parcel No. 53-05-33-204-045.000-005
Auditor's Parcel No. 013-33080-00
Assessed in the name of: Scholars Properties LLC
Legal Description: Kenwood Lot 19 & NW 33-9-1W
Township: Bloomington City

May Installment: \$3,616.78 - paid
Nov. Installment: \$3,616.78 - unpaid

Delinquencies and Penalties: none

Valuation:
Land - \$67,300.
Improvements - \$279,500.
Exemptions - \$0.00
Suppl. Homestead \$0.00
Net - \$346,800.
9. Taxes for 2015, due and payable in 2016.
10. Real estate taxes and assessments for subsequent years, not yet due and payable.
11. Any and all conditions, agreements, limitations, restrictions, covenants, encumbrances, easements, and mineral and oil and gas interests, if any, which are either observable or of record.
12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

SCHEDULE B - SECTION II
EXCEPTIONS
(Continued)

Commitment Number: 40619

13. All covenants, conditions, easements, encumbrances, and restrictions contained in the plat of Kenwood Addition subdivision as per plat thereof recorded in Plat Cabinet B, Envelope 23, in the office of the Recorder of Monroe County, Indiana. NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. §3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
14. The restriction contained in a certain Warranty Deed recorded as Instrument Number 2011010012 stating no habitable space will be allowed in the basement per City of Bloomington, Indiana Planning Department Case V-52-93 on July 15, 1993.
15. Rights of tenants, if any, under unrecorded leases, as to possession only.

THIS COMMITMENT (substitute preliminary report or binder where appropriate) IS NOT AN ABSTRACT, EXAMINATION, REPORT, OR REPRESENTATION OF FACT OR TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

TITLE COMMITMENT

Chicago Title Insurance Company

Commitment Number: 40619

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

801 N. COLLEGE AVENUE

TRACT 1:

Lot Number Eighteen (18) in Kenwood Addition to the City of Bloomington, Indiana, as shown by the recorded plat.

TRACT 2:

Also conveying, Lot Number Thirteen (13) in Kenwood Addition to the City of Bloomington, Indiana, as shown by the recorded plat thereof, except 11 feet off entire South side.

TRACT 3:

Also conveying, a part of the Northwest quarter of Section 33, Township 9 North, Range 1 West, bounded and described as follows: Beginning at the Northwest corner of Lot Number 13 in Kenwood Addition to the City of Bloomington, Indiana; and running West forty (40) feet, thence South fifty-seven (57) feet, thence East to the West line of said Lot Number Thirteen (13), thence North along the line of said Lot Number Thirteen (13) to the place of beginning.

TRACT 4:

Also conveying, a part of the Northwest quarter of Section Thirty-three (33), Township Nine (9) North, Range One (1) West described as follows, to-wit: Beginning at the Southwest corner of Lot Eighteen (18) in Kenwood Addition to the City of Bloomington, Indiana, running thence North with the West line of said Lot Number Eighteen (18) a distance of Fifty-nine (59) feet to the Southwest corner of Lot No. Nineteen (19) in said Kenwood Addition, thence West forty (40) feet, more or less to the alley, thence South on a line parallel with the West line of said Lot No. Eighteen (18) a distance of fifty-nine (59) feet, thence East forty (40) feet more or less to the place of beginning.

TRACT 5:

Also conveying, a part of the Northwest quarter of Section Thirty-three (33), Township Nine (9) North, Range One (1) West: Beginning at a point that is One Hundred Thirteen (113) feet Nine (9) inches West and Two Hundred Thirty-six (236) feet North of the Southwest corner of Lot Number One (1) in Kenwood Addition to said City, thence running North One Hundred Thirty-three (133) feet; thence East Sixty-two and Six Tenths (62.6) feet and to a point One Hundred Thirty-five and Two Tenths (135.2) feet West of the West property line of North College Avenue; thence South One (1) degree Twenty (20) minutes East One Hundred Thirty-three and Two Tenths (133.2) feet to a point Sixty-five and Eight Tenths (65.8) feet East of the place of beginning, said point also being 132 feet West of the West right-of-way line of College Avenue; thence West Sixty-five and Eight Tenths (65.8) feet to the place of beginning, containing 0.195 acres, more or less.

TRACT 6:

SCHEDULE C (Continued)

Commitment Number: 40619

Also conveying, Beginning at the Northeast corner of Lot Number Thirteen (13), in Kenwood Addition to the City of Bloomington, Monroe County, Indiana, and as shown by the recorded plat thereof; running thence Westwardly along the North line of said lot and a northwestwardly continuation thereof, a distance of One Hundred Thirty-two (132) feet and six (6) inches, more or less; thence North a distance of Twelve (12) feet, more or less, to the point of intersection with the Westward continuation of the South line of Lot Eighteen (18) in said Kenwood Addition; thence East along the Westwardly continuation and the actual South line of said last named lot a distance of approximately one hundred thirty-two (132) feet and six (6) inches, more or less, to the West line of College Avenue, thence South along the West line of College a distance of twelve (12) feet, more or less, to the place of beginning.

Tax Parcel No. 53-05-33-204-122.000-005
Auditor's Parcel No. 013-33100-00

805 N. COLLEGE AVENUE

Lot Number Nineteen (19) in Kenwood Addition to the City of Bloomington, Indiana; and the following described parcel of ground: A part of the Northwest quarter of Section Thirty-three (33), Township Nine (9) North, Range One (1) West, described as follows, to-wit: Beginning at the Southwest corner of Lot #19 in Kenwood Addition to the City of Bloomington, Indiana, running thence North with the West line of said Lot #19 a distance of Fifty-nine (59) feet and to the Southwest corner of Lot #24 in said Kenwood Addition, thence West Forty (40) feet, more or less, to the alley, thence South on a line parallel with the West line of said Lot #19, a distance of Fifty-nine (59) feet, thence East Forty (40) feet, more or less, to the place of beginning.

Tax Parcel No. 53-05-33-204-045.000-005
Auditor's Parcel No. 013-33080-00

NOTE: The acreage indicated in this legal description is solely for the purpose of identifying the real estate and does not insure the quantity of land.

NOTE: The property address and/or tax parcel identification number listed are provided solely for informational purposes, without warranty as to accuracy or completeness and are not hereby insured.

TITLE COMMITMENT

Chicago Title Insurance Company

Commitment Number: 40619

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent to Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previous incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



TITLE COMMITMENT

CHICAGO TITLE INSURANCE COMPANY ("CTI")
and
MONROE COUNTY LAND TITLE CO., INC. (d/b/a TITLEPLUS!)
328 S. Walnut Street, Suite 3 & 3679 S. Sare Road
Bloomington, IN 47401

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act ("GLBA") generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of CTI and TitlePlus!

We may collect nonpublic personal information about you from the following sources:

- a. Information we receive about you such as on applications, other forms, or through other sources.
- b. Information about your transactions we secure from our files, or from our affiliates or others.
- c. Information we receive from a consumer reporting agency.
- d. Information we receive from others involved in your transaction, such as a real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

Also, we may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Fidelity National Financial Group of Companies' Privacy Statement July 1, 2001

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Fidelity National Financial, Inc.
601 Riverside Drive
Jacksonville, FL 32204

Multiple Products or Services

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.



**Coffey Realty
& Auction**

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 10th day of November 2015, by and between Lyle A. Feigenbaum and Kerry L. Feibenbaum hereinafter called the Seller(s) and _____ hereinafter called the Buyer(s):

The Buyer hereby agrees to purchase, the Seller hereby agrees to sell this property in "As is" condition (except conditions stated in statement of sale and Terms & Conditions)

Located at and commonly known as: 801 N. College Ave.
in the City of Bloomington, County of Monroe, and State of Indiana.

Legally described as: 013-33100-00 KENWOOD PT LOT 13, LOT 18, & PT NW 33-9-1W; TOTAL .57A; PLAT L18

Buyer herewith agrees to deposit with Title Plus, Fifty-Thousand----- dollars (\$50,000.00), as non-refundable earnest money deposit, and the balance of the purchase price will be due on delivery of clear title.

Seller(s) agrees to furnish a Warranty Deed with insurable title. Free from all encumbrances, and an Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the buyer's down payment can be refunded.

Seller will furnish the buyer with an Owners Policy of Title Insurance at closing.

Real Estate Taxes: Will be pro-rated to date of closing.

Closing shall take place on: January 5, 2016 and shall take place at the office of Title Plus, 328 S. Walnut St. Suite 3.

The buyer will pay the closing fee.

Possession is to be given day of final closing.

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Deed & note, Title Opinion if desired.

Title is to be conveyed subject to all restrictions, easement and covenants of record, subject to zoning ordinance or laws of any governmental authority. These premises are to be in the same condition as they are as of the date of this contract, ordinary wear and tear excepted. Seller is expected to bear risk of loss through the date of deed. In the event the premises are wholly or partially destroyed before the consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether or not he will go through with the transactions, and in the event he chooses to go through with it, all insurance damages collectible as a result of the damage or destruction shall be assigned to him, the Buyer. If he chooses not to go through with the transaction, any earnest money held in escrow will be refunded in full.



Coffey Realty & Auction

PROMISSORY NOTE

**801 N. College Ave., Bloomington City Township
Monroe County, Bloomington, Indiana 47404**

\$ 50,000.00
Amount

Date

FOR VALUE RECEIVED, the undersigned promises to pay by wire transfer to the Order of:

Title Plus
328 S. Walnut St., Suite 3
Bloomington, IN 47401

The Sum of Fifty-Thousand----- dollars

(\$50,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

This promissory note shall bear no interest until the date of closing of the Contract; thereafter it shall bear interest at the highest rate allowable by law.

This Note shall become null and void if and when the undersigned shall complete all requirements for closing as set out in the attached Contract. If said requirements are not fulfilled this Note shall be fully enforceable at law.

If this Note is placed in the hands of an attorney for collection, by suite or otherwise, the undersigned agree to pay all costs of collection and litigation together with a reasonable attorney's fee.

Signature

_____, 2015
Date

Signature

_____, 2015
Date



AUCTION ADVANTAGES

BUYER BENEFITS

- PURCHASE PROPERTY AT FAIR MARKET VALUE
- ELIMINATE SOMETIMES LONG NEGOTIATION PERIODS
- REDUCE TIME TO PURCHASE PROPERTY
- GAIN CONFIDENCE AS THEY COMPETE
- DO NOT HAVE TO WORRY ABOUT CONTINGENCIES BECAUSE PURCHASING AND CLOSING DATES ARE KNOWN
- FEEL BETTER ABOUT A PURCHASE ± JUST KNOWING THERE IS A CONTENDING BID JUST ONE INCREMENT UNDER PURCHASE PRICE
- BUYERS KNOW PROPERTY OWNERS ARE MOTIVATED TO SELL
- BUYERS KNOW PROPERTY OWNERS SELL AT LOWEST PRICE POSSIBLE
- BUYERS CAN RECEIVE FAVORABLE FINANCING
- BUYERS SET THEIR OWN PURCHASE PRICE



**Coffey Realty
& Auction**

www.UnitedCountryIN.com
812-822-3200

