

OPEN HOUSE:
NOV 9 • 4-6 PM &
NOV 15 • 1-4 PM

Lake Monroe

Home & Land Auction

Internet Only
Auction

BID NOW! thru Dec 8 @ 2 PM ET (soft close)

Property Location: 5099 Paynetown Rd, Bloomington, IN 47401



TRACT #1 LAKE MONROE HOME ON 65.77± ACRES

- 6,131± total sq ft (includes walkout basement) - Improvements/renovation needed
- Main Level: 2,903± sq ft • 2 BR, 3 BA
- 2nd Floor: 595± sq ft • 2 BR, 1 BA
- 3rd Floor: 766± sq ft • 3 BR, 1 BA
- Walkout finished basement: 1,867± sq ft • 1 BA, sauna
- 3-bay garage: 946± sq ft
- 7 BR, 6 BA
- 25x50 in-ground pool
- Large decks
- Tennis/basketball court
- Close to 3,000 ft of shoreline
- Wooded land



TRACT #2 21.17± ACRES ON LAKE MONROE

- Building sites
- Wooded

Only 8± miles from downtown Bloomington, IN
Near Indianapolis, Louisville & Cincinnati

House
& Land

United
Country
Real Estate

Jimmie Dean Coffey, Lic #AC30200042 / AU01049934

Coffey Realty
& Auction

812-822-3200
UnitedCountryIN.com

Seller: Berner Estate

TERMS: Visit website or call for complete terms & conditions.

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PROPERTY DESCRIPTION

ONLINE-ONLY HOME & LAND AUCTION LAKE MONROE - BLOOMINGTON, INDIANA

BID NOW THROUGH DECEMBER 8TH AT 2:00PM EDT (SOFT CLOSE)
ON THESE LAKE MONROE TRACTS.

5099 E. PAYNETOWN ROAD
BLOOMINGTON, INDIANA

TRACT #1 CONSISTS OF A 6,131±-SQ-FT HOME IN NEED OF IMPROVEMENTS AND RENOVATION ON 65.77± ACRES OF LAND ON LAKE MONROE. THE HOME INCLUDES A MAIN LEVEL WITH 2 BR AND 3 BA, 2ND FLOOR WITH 2 BR AND 1 BA, 3RD FLOOR WITH 3 BR AND 1 BA, AND A FINISHED WALK-OUT BASEMENT WITH 1 BA AND A SAUNA. THE 3-BAY GARAGE OFFERS 946±-SQ-FT OF SPACE. OUTSIDE YOU'LL FIND A 25X50 IN-GROUND POOL, TENNIS/ BASKETBALL COURT AND LARGE DECKS TO ENJOY. THE SURROUNDING LAND IS WOODED, AND THE HOME IS CLOSE TO 3,000 FT OF LAKE MONROE SHORELINE.

TRACT #2 CONSISTS OF 21.17± ACRES OF WOODED LAND ON LAKE MONROE WITH NUMEROUS IDEAL BUILDING SITES.

THESE TRACTS ARE LOCATED AT 5099 PAYNETOWN RD, BLOOMINGTON, IN 47401, JUST 8 MILES FROM DOWNTOWN BLOOMINGTON AND EASILY ACCESSIBLE FROM INDIANAPOLIS, LOUISVILLE AND CINCINNATI. A

N OPEN HOUSE WILL BE HELD **NOVEMBER 9TH FROM 4-6 PM** AND **NOVEMBER 15TH FROM 1-4 PM**.

FOR QUESTIONS:

JIMMIE DEAN COFFEY AT UNITED COUNTRY COFFEY REALTY & AUCTION
(812) 822-3200 DIRECT LINE (812) 287-7016.

SELLER: BERNER

AUCTION MANAGER: JIMMIE DEAN COFFEY
LIC. #AC30200042

TERMS AND CONDITIONS

TERMS & CONDITIONS

Berner Estate - Real Estate Auction
5099 E Paynetown Rd – Bloomington, IN 47401
Monroe County – Perry Township

Tract #1

- House on 65.77 Acres**
- 014-02010-00 PT E ½ NE 36-8-1W 16.82A**
- 014-02000-00 PT SE 25-8-1W 48.95A**

Tract #2

- 21.17 Acres**
- 014-02040-00 PT NW NE 36-8-1W 6.12A**
- 014-02030-00 PT NE NW 36-8-1W 10.05A & 014-02020-00 PT NW NE 36-8-1W 5.00A**

The property will be sold at Public “Online Only - Internet Auction” ending Tuesday December 8, 2015 at 2:00pm (soft close)

To be approved as an online bidder your online registration and acceptance of the online terms & conditions on the Bidopia Internet bidding platform serves as your acceptance of these terms and conditions of the sale.

In the event Tract 1 and Tract 2 are sold to separate buyers. Tract 1 will be given a 50’ ingress, egress easement through Tract 2 following current drive. The easement will be surveyed and legally described following the auction and prior to final closing. A driveway maintenance agreement will be signed and recorded at closing.

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 and attached improvements) only.

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 **10% Down payment** 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 ___John Bethell Title. 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 or before January 7, 2016.

A promissory note will be signed along with the down payment.

Final closing is NOT contingent upon financing.

The property will be conveyed by a personal representatives 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.



TERMS AND CONDITIONS

Closing shall take place at the office of: **John Bethell Title – 329 S. Walnut St., Bloomington, IN**

Closing fee will be paid by the buyer

Closing will be held on or before January 7, 2016.

Possession will be granted on day of final closing.

The successful Bidder shall execute a “Real Estate Auction Sales Contract” for the property immediately after being declared the Successful Bidder by the Auctioneer. Said contract will be emailed for signatures and must be signed and returned by 12:00 noon the following day.

Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property. Further; Property sells as-is with no warranties expressed or implied United Country Coffey Realty & Auction and their representatives are exclusive agents of the Seller.

Seller: Estate of Marcia C. Berner

All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material.

All marketing information and PIP materials were gathered from reliable sources and are believed to be correct as of the date they were published; however the seller or auctioneers have not independently verified this information. Auction plats and drawings are not to be relied on and are for representation purposes only. Its accuracy is not warranted in any way. There is no obligation on the part of the sellers or auctioneer to update this information.

SALE SITE: Internet Only

VIEWING INSTRUCTIONS: Open House / Preview: Monday November 9, 2015 from 4:00-6:00pm and Sunday November 15, 2015 from 1:00-4:00pm

The viewing of the property will be at the viewer’s own risk the Seller, neither Auctioneer nor the Listing Agency be held responsible for accidents.

For questions call Jimmie Dean Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 287-7016 direct line.

I do hereby agree to these Auction Terms & Conditions.

Seller Date

Seller Date

Bidder Date

Buyer Date

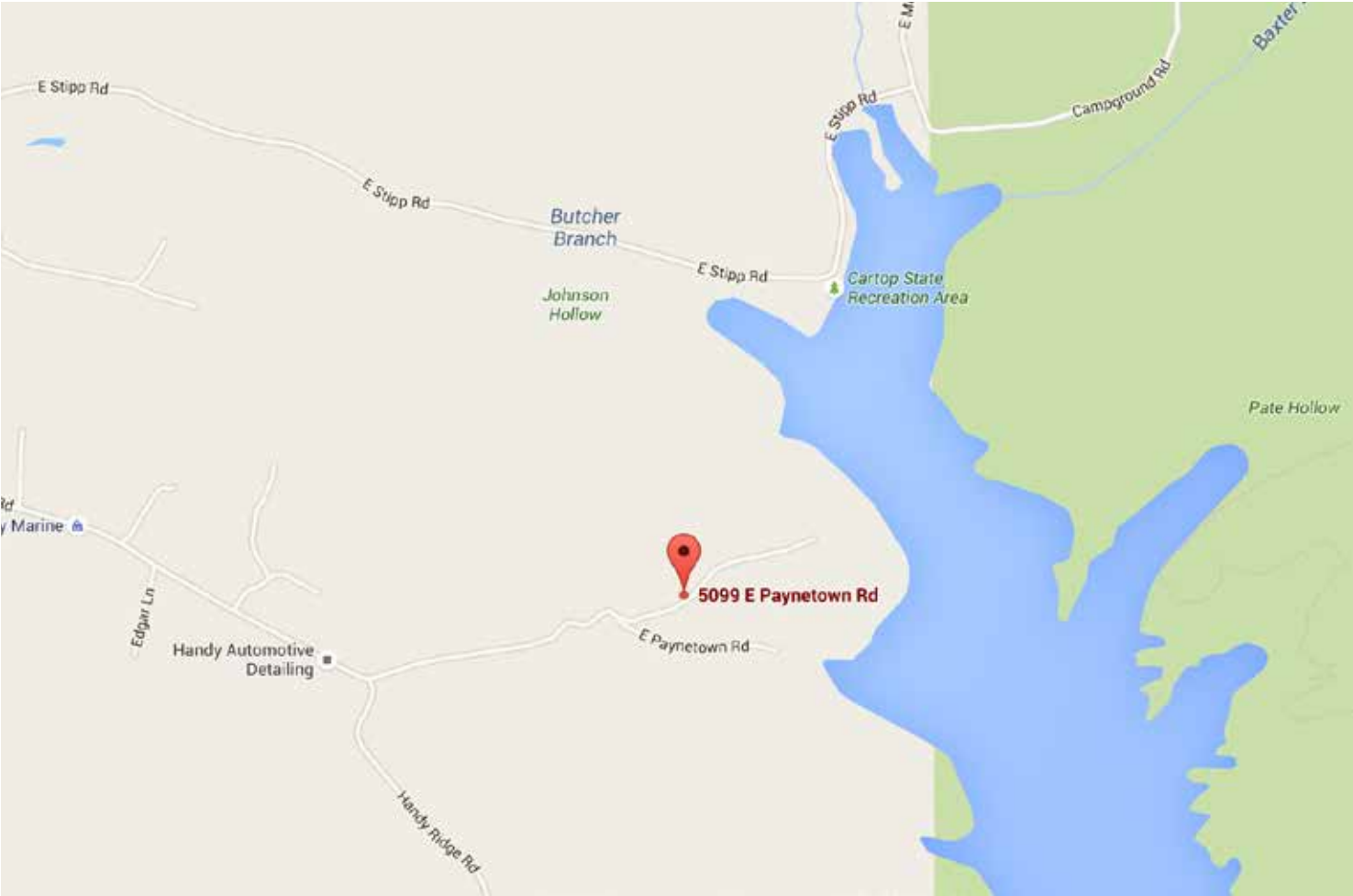
Buyer Date

STATE MAP





LOCAL MAP



AERIAL MAP



PROPERTY RELATED CONTACTS

UNITED COUNTRY COFFEY REALTY & AUCTION

JIMMIE DEAN COFFEY

812.822.3200

JCOFFEY@UNITEDCOUNTRYIN.COM

WWW.UNITEDCOUNTRYIN.COM

COUNTY ASSESSOR

812•349•2502

COUNTY EXTENSION OFFICE

812•349•2575

COUNTY SURVEYOR

812•349•2570

AUDITOR OFFICE

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!

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.

CITY/COUNTY INFORMATION

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!

LAKE MONROE


INDIANA'S LARGEST LAKE, NEAR THE INDIANA UNIVERSITY CAMPUS, FEATURES A SCENIC STONE-BLUFFED SHORELINE AND WOODED HILLS. MONROE LAKE IS LOCATED IN SOUTH CENTRAL INDIANA. THE LAKE WAS COMPLETED BY THE CORPS OF ENGINEERS IN 1965. WHILE THIS AREA OF SOUTHERN INDIANA IS KNOWN AS THE "THE LIMESTONE CAPITAL OF THE WORLD," AT ONE TIME IT ALSO HAD SEVERAL SALT DEPOSITS, CREATING A LUCRATIVE TRADE BY RAFTING THE MINED SALT DOWN THE CREEK THAT WOULD ONE DAY BECOME MONROE LAKE. HENCE THE NAME, SALT CREEK.

MONROE RESERVOIR IS 10,750 ACRES WATER WITH 23,952 TOTAL. LAKE MONROE HAS THREE STATE RECREATIONAL AREAS: HARDIN RIDGE, PAYNETOWN, AND FAIRFAX. THE LAKE IS SERVED BY A FULL SERVICE MARINA.


THE MONROE LAKE AREA WAS, UNTIL THE EARLY 1700'S, UNDISPUTED MIAMI INDIAN LAND, EVEN THOUGH OCCUPIED BY BOTH THE MIAMI AND DELAWARE TRIBES. THE LAKE AREA WAS ACQUIRED LEGALLY FROM THE INDIANS AS PART OF HARRISON'S PURCHASE, BY THE TREATY OF FORT WAYNE, ON SEPTEMBER 30, 1809.

THE FIRST RECORDED WHITE SETTLERS ARRIVED IN 1815, BUT WERE UNDOUBTEDLY PRECEDED BY HUNTERS AND REFUGEES FROM THE LAW. A TYPICAL LANDHOLDER FARMED A FEW ACRES CLAIMED FROM THE WOODS AND HARVESTED THE PLENTIFUL WILD GAME OF THE AREA. MANY OF THE ORIGINAL SETTLERS WERE THRIFTY AND INDUSTRIOUS, ALTHOUGH SQUATTERS AND LAND SPECULATORS ABOUNDED, SEEKING TO MAKE A FORTUNE IN THE NEW TERRITORY.


THE ROLLING HILLS OF SOUTHERN INDIANA PRODUCED TREMENDOUS AMOUNTS OF LUMBER FROM NATIVE STANDS OF POPLAR, MAPLE, CHERRY, WALNUT, AND ASH. FOREST CLEARING ALLOWED DEVELOPMENT OF A FARMING ECONOMY WHICH STILL A LOCAL MAINSTAY.



Auction Agent Full Detail Report


Page 1 of 1

Listings as of 10/27/2015

Property Type AUCTION	Status Active	CDOM 1	DOM 1	Auction Yes
MLS # 201550244	5099 E Paynetown Road	Bloomington	IN 47401	Status Active
	Area Monroe County	Parcel ID 53-08-36-100-007.000-008	Type Site-Built Home	
	Sub	Cross Street	Bedrms 7	F Baths 6 H Baths 0
	Location	Style Three Story	REO No	Short Sale No
	School District MO... Elem	Lakeview	JrH Jackson Creek	SrH Bloomington South
	Legal Description 014-02010-00 PT E 1/2 NE 36-8-1W 16.82A			
	Directions From S. Walnut St., Approx. 4 miles south of downtown, turn left onto Farifax Rd. Go 1 mile and turn left onto Moffett Ln., go 1.2 miles and turn right onto S. Handy Rd. go 1.3 miles and bear left onto E. Paynetown Rd. follow to gate across drive.			
	LP \$0			

This property is being offered at internet only auction ending Tuesday December 8, 2015 at 2:00pm along with the adjoining 21.17 wooded acres (mls# 201550267).

Agent Remarks Regarding the finished / unfinished square footage. Some of the rooms carpets have been removed, ready for the new buyers to replace to their liking.

Sec	Lot	Zoning	Lot Ac/SF/Dim 65.7700 / 2,864,941/ 65.77+/- Acres	Src Y	Lot Des Heavily Wooded, I...
Township Perry	Abv Gd Fin SqFt 4,264	Below Gd Fin SqFt 1,867	Ttl Below Gd SqFt 1,867	Ttl Fin SqFt 6,131	Year Built 1975
Age 40	New Not Applicable	Date Complete	Ext Stone, Wood	Fndtn Full Basement, Walk-Out Basement, Partially ...	# Rooms 13
Room Dimensions		Baths Full Half	Water CITY	Basement Material	
DIM	L	B-Main 3 0	Sewer Septic	Dryer Hookup Gas	Fireplace Yes
LR x		B-Upper 2 0	Fuel Electric, Forced Air	Dryer Hookup Elec	Guest Qtrs
DR x		B-Blw G 1 0	Heating	Dryer Hook Up Gas/Elec	Split Flrpln
FR x			Cooling Central Air	Disposal	Ceiling Fan
KT x		Laundry Rm Main	x	Water Soft-Owned	Skylight
BK x				Water Soft-Rented	ADA Features
DN x				Alarm Sys-Sec	Fence
MB 19 x 13	M			Alarm Sys-Rent	Golf Course
2B 14 x 12	M	Garage 3.0 / Attached / 26 x 34 / 884.00		Garden Tub	Nr Wlkg Trails
3B 13 x 12	U	Outbuilding None x		Jet Tub	Garage Y/N Yes
4B 13 x 12	U	Outbuilding x		Pool No	Off Street Pk
5B 13 x 12	U	Assn Dues Not Applicable		Pool Type	
RR x		Other Fees		FIREPLACE Family Rm, Fireplace Screen/Door, Wood Burning, Basement, Fireplace Insert	
LF x		Restrictions			
EX x		Water Access Lake	Wtr Name LkMonroe		
WtrType Lake		Wtr Frtg 3,000.00	Channel Frtg 0.00		
Water Features					
Auction Yes	Auctioneer Name Jimmie Dean Coffey		Auctioneer License # AU01049934		
Owner Name					
Financing: Existing		Proposed		Excluded Party None	
Annual Taxes \$7,166.80	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 - Off: 812-822-3...	List Agent Jimmie Dean Coffey - Cell: 812-360-6005				
Agent ID RB14023700	Agent E-mail jcoffey@jdcgroup.com				
Co-List Office	Co-List Agent				
Showing Instr Call office for instructions. 24 hour notice. 812-822-3200					
List Date 10/26/2015	Exp Date 12/8/2016	Publish to Internet No	Show Addr to Public No	Allow AVM No	Show Comments No
IDX Include Y	Contract Type Exclusive Right to Sell	Buyer Broker Comp. 2%	Vari.Rate No	Special List Cond. None	
Virtual Tours:				Type of Sale	
Pending Date	Closing Date	Selling Price	How Sold	CDOM 1	
Ttl Concessions Paid	Sold/Concession Remarks				
Sell Off	Sell Agent	Co-Sell Off	Co-Sell Agent		
	Presented by: Mary Garvin, NMSP / United Country Coffey Real...				
	Information is deemed reliable but not guaranteed.				
	MLS content is Copyright © 2015 Indiana Regional Multiple Listing service LLC				
	Featured properties may not be listed by the office/agent presenting this brochure				

PROPERTY INFO CARD

Property Report Card for parcel 53-08-36-100-007.000-008

Page 1 of 3

Monroe County, IN
 Property Assessment Detail Report
 Parcel Number: 53-08-36-100-007.000-008
 39°North- 855.GIS.3939



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geograph...

Parcel Information

Parcel Number: 53-08-36-100-007.000-008

Alt Parcel Number: 014-02010-00

Property Address: 5099 E Paynetown RD Bloomington, IN 47401-9330

Neighborhood: Paynetown Road - A

Property Class: 1 Family Dwell - Unplatted (10 to 19.99 Acres)

Legal Description: 014-02010-00 PT E 1/2 NE 36-8-1W 16.82A

Owner Name: Berner, Marcia C.

Owner Address: 5099 E PAYNETOWN ROAD
Bloomington, IN 47401

Taxing District

Township: PERRY TOWNSHIP

Corporation: MONROE COUNTY COMMUNITY

Land Description

Land Type	Acres	Dimensions
9	1.0000	
92	15.8200	

Transfer Of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
01-01-1900	BERNER, MARCIA C.			WD	

PROPERTY INFO CARD

Property Report Card for parcel 53-08-36-100-007.000-008

Page 2 of 3

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
05-27-2015	GENERAL REVALUATION	155500	597000	752500
05-15-2014	Annual Adjustment	155500	589200	744700
06-04-2013	Annual Adjustment	155500	582900	738400
06-22-2012	Annual Adjustment	155500	580500	736000
06-08-2011	Annual Adjustment	153500	627300	780800
06-24-2010	Annual Adjustment	132200	679400	811600
03-01-2009	MISCELLANEOUS	132100	693700	825800
03-01-2008	MISCELLANEOUS	132000	672500	804500
03-01-2007	MISCELLANEOUS	131900	672500	804400
03-01-2006	MISCELLANEOUS	131500	631100	762600
03-01-2005	Ag land update	131500	519700	651200
03-01-2002	GENERAL REVALUATION	131800	520000	651800
03-01-1995	GENERAL REVALUATION	0	0	0
03-01-1994	GENERAL REVALUATION	0	0	0

Public Utilities

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

Exterior Features

Exterior Feature	Size/Area
Canopy, Roof Extension	72
Canopy, Roof Extension	80
Patio, Concrete	72
Patio, Concrete	222
Patio, Concrete	564
Porch, Open Frame	120
Wood Deck	40
Wood Deck	564

Special Features

Description	Size/Area
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Summary Of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Utility Shed R 01	C	A	1978	1978	96
Pool, In Ground R 01	C	A	1975	1975	1300
Tennis Court R 01	C	A	1975	1975	0
Single-Family R 01	A+2	A	1975	1975	4504

Residential Dwelling Information

Single-Family R 01

Accommodations

BedRooms: 7
Finished Rooms: 9

Plumbing

Full Baths: 6
Full Baths Fixtures: 18
Kitchen Sinks: 1
Additional Fixtures: 1

Other

Fireplaces: 2
Heat Type: Central Warm Air
Attached Garages: 858

PROPERTY INFO CARD

Property Report Card for parcel 53-08-25-400-002.000-008

Page 1 of 2

Monroe County, IN
 Property Assessment Detail Report
 Parcel Number: 53-08-25-400-002.000-008
 39°North- 855.GIS.3939



Parcel Information

Parcel Number: 53-08-25-400-002.000-008
Alt Parcel Number: 014-02000-00
Property Address: E Stipp RD Bloomington, IN 47401
Neighborhood: Paynetown Road - A
Property Class: Vacant - Unplatted (40 or More Acres)
Legal Description: 014-02000-00 PT SE 25-8-1W 48.95A
Owner Name: Berner, Marcia C.
Owner Address: 5099 E PAYNETOWN ROAD
 Bloomington, IN 47401

Taxing District

Township: PERRY TOWNSHIP
Corporation: MONROE COUNTY COMMUNITY

Land Description

Land Type	Acreage	Dimensions
92	48.9500	

Transfer Of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
01-01-1900	BERNER, MARCIA C.			WD	

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
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PROPERTY INFO CARD

Property Report Card for parcel 53-08-25-400-002.000-008

Page 2 of 2

Valuation Record				
Assessment Date	Reason for Change	Land	Improvements	Total Valuation
05-27-2015	GENERAL REVALUATION	79900	0	79900
05-15-2014	Annual Adjustment	79900	0	79900
06-04-2013	Annual Adjustment	79900	0	79900
06-22-2012	Annual Adjustment	79900	0	79900
06-08-2011	Annual Adjustment	73500	0	73500
06-24-2010	Annual Adjustment	6600	0	6600
03-01-2009	MISCELLANEOUS	6400	0	6400
03-01-2008	MISCELLANEOUS	6100	0	6100
03-01-2007	MISCELLANEOUS	5800	0	5800
03-01-2006	MISCELLANEOUS	4500	0	4500
03-01-2005	Ag land update	4500	0	4500
03-01-2002	GENERAL REVALUATION	5300	0	5300
03-01-1995	GENERAL REVALUATION	0	0	0
03-01-1994	GENERAL REVALUATION	0	0	0

Public Utilities		Exterior Features		Special Features	
Water:	Y	Exterior Feature	Size/Area	Description	Size/Area
Sewer:	N				
Gas:	N				
Electricity:	Y				
All:	N				

Summary Of Improvements					
Buildings	Grade	Condition	Construction Year	Effective Year	Area

[Print](#)



2014 PAYABLE 2015 TAX INFORMATION - Monroe County, IN

Property : 53-08-36-100-007.000-008

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:	014-02010-00
Owner Name:	Berner, Marcia C.
Owner Address:	5099 E PAYNETOWN ROAD Bloomington, IN 47401
Legal Description:	014-02010-00 PT E 1/2 NE 36-8-1W 16.82A

Credit Rates		Deductions	
Type	Rate	Type	Amount
Homestead credit	3.58	Standard Hmst	45000
		Supplemental HSC	226750

Payments				
Tax Set	Charge Type	Total Charge	Posted Payment	Balance Due
Perry Township	Spring installment	\$3,050.30	\$0.00	\$3,067.88
Perry Township	Spring other assessment tax	\$17.58	\$0.00	\$0.00
Perry Township	Fall installment	\$3,050.30	\$3,221.27	\$3,067.89
Perry Township	Fall other assessment tax	\$17.58	\$0.00	\$0.00
Perry Township	Unpaid spring tax and delinquencies	\$3,067.88	\$0.00	\$0.00
Perry Township	Year total	\$6,100.60	\$3,221.27	\$0.00
Perry Township	Year total penalty and fees	\$153.40	\$0.00	\$0.00
Perry Township	Year total other assessment tax	\$35.16	\$0.00	\$0.00

[Print](#)



2014 PAYABLE 2015 TAX INFORMATION - Monroe County, IN

Property : 53-08-25-400-002.000-008

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:	014-02000-00
Owner Name:	Berner, Marcia C.
Owner Address:	5099 E PAYNETOWN ROAD Bloomington, IN 47401
Legal Description:	014-02000-00 PT SE 25-8-1W 48.95A

Payments				
Tax Set	Charge Type	Total Charge	Posted Payment	Balance Due
Perry Township	Spring installment	\$533.10	\$0.00	\$533.10
Perry Township	Fall installment	\$533.10	\$559.76	\$533.10
Perry Township	Unpaid spring tax and delinquencies	\$533.10	\$0.00	\$0.00
Perry Township	Year total	\$1,066.20	\$559.76	\$0.00
Perry Township	Year total penalty and fees	\$26.66	\$0.00	\$0.00

LEAD BASED PAINT DISCLOSURE

dotloop signature verification: www.dotloop.com/my/verification/DL-124789808-5-1B25



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

1 **PROPERTY ADDRESS:** 5099 E. Paynetown Rd., Bloomington, IN 47401

2
3 **LEAD WARNING STATEMENT**

4 *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that*
5 *such property may present exposure to lead from lead-based paint that may place young children at risk of developing*
6 *lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning*
7 *disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a*
8 *particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer*
9 *with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and*
10 *notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint*
11 *hazards is recommended prior to purchase.*

12
13 **SELLER'S DISCLOSURE**

14 (a.) Presence of lead-based paint and/or lead-based paint hazards: *(check (i) or (ii) below)*

15
16 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

17
18
19 (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

20
21
22 (b.) Records and reports available to the seller: *(check (i) or (ii) below)*

23 (i) Seller has provided the buyer with all available records and reports including ~~Seller's Residential Real Estate~~
24 ~~Sales Disclosure~~ form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the
25 housing (list and attach documents below): _____ *WMB*

26
27
28 (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

29
30 **BUYER'S ACKNOWLEDGMENT (Initial)**

31 (c.) Buyer has received copies of all information listed above.

32 (d.) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

33 (e.) Buyer has *(check (i) or (ii) below)*:

34 (i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
35 the presence of lead-based paint and/or lead-based paint hazards;

36 **OR**

37 (ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
38 lead-based paint hazards.

39 **BROKER'S ACKNOWLEDGMENT (Initial)**

40 (f.) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard
41 Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.
42 (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)
43
44

5099 E. Paynetown Rd., Bloomington, IN 47401

(Property Address)



LEAD BASED PAINT DISCLOSURE

dotloop signature verification: www.dotloop.com/my/verification/DL-124789808-5-1B25

45 CERTIFICATION OF ACCURACY

46 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they
47 have provided is true and accurate.

48
49 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
50 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
51 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
52 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
53 document shall be promptly delivered, if requested.

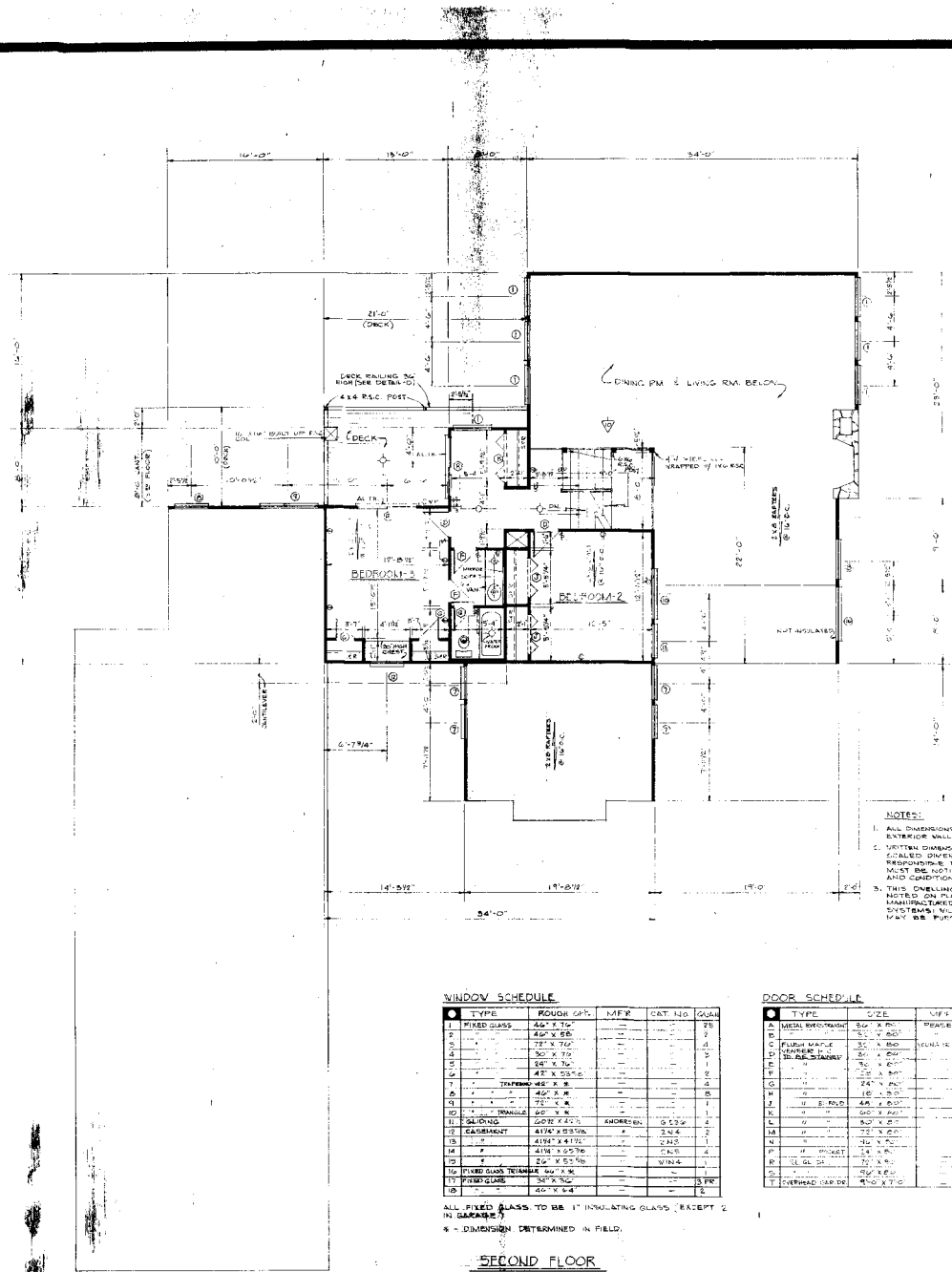
54		10/1/15		
55	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
56	Marcia C Berner Estate, by Wade Berner, pr			
57	PRINTED		PRINTED	
58				
59				
60	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
61				
62				
63				
64	PRINTED		PRINTED	
65				
66		dotloop verified 10/01/15 3:57PM EDT		
67	LISTING BROKER	DATE	SELLING BROKER	DATE
68				



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5099 E. Paynetown Rd., Bloomington, IN 47401 (Property Address)



- NOTES:**
1. ALL DIMENSIONS ARE TAKEN TO STUD LINES. ALL INTERIOR AND EXTERIOR WALLS ARE 1/2" UNLESS NOTED OTHERWISE.
 2. VERTICAL DIMENSIONS ON THESE DRAWINGS TAKE PRECEDENCE OVER HORIZONTAL DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS IN THE JOB. THIS OFFICE MUST BE NOTIFIED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS.
 3. THIS DWELLING WILL BE CONVENTIONALLY CONSTRUCTED AS NOTED ON PLANS. THIS DWELLING WILL NOT BE PRE-FABRICATED. ALL CONSTRUCTION OF WALL & FLOOR SYSTEMS WILL BE CONSTRUCTED IN FIELD AT SITE. TRUSSES MAY BE PURCHASED AND CONSTRUCTED BY LOCALS VENDOR.

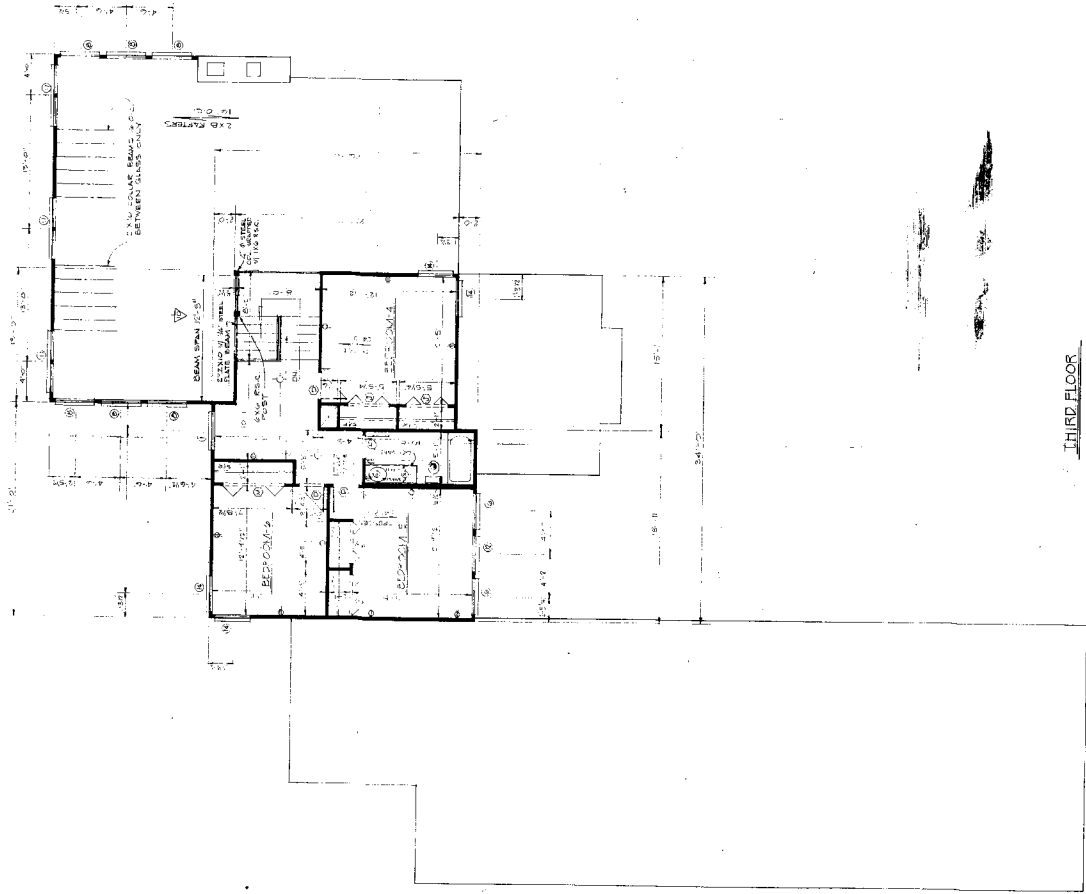
WINDOW SCHEDULE

NO.	TYPE	ROUGH OPEN.	MFR.	CAT. NO.	QUAN.
1	MIXED GLASS	26" X 76"			25
2		40" X 55"			2
3		72" X 70"			4
4		50" X 70"			5
5		58" X 30"			1
6		42" X 55 1/2"			2
7	TRANSOM	48" X 8"			2
8		40" X 8"			6
9		72" X 8"			1
10	DOOR	60" X 8"			1
11	SLIDING	60R X 45L	ANDERSON	6124	2
12	CASING	41W X 55H		214	2
13		41W X 41H		215	1
14		41W X 25H		216	4
15		20" X 55 1/2"		WIN4	1
16	FIXED GLASS TRANSOM	50" X 8"			2
17	FIXED GLASS	30" X 30"			3 PC
18		40" X 64"			2

ALL FIXED GLASS TO BE 1" INSULATING GLASS UNITS (2" IN SCHEDULE)
 * - DIMENSION DETERMINED IN FIELD

DOOR SCHEDULE

NO.	TYPE	SIZE	MFR.	CAT. NO.	QUAN.
A	MEDIA BROOKHOLM	30" X 80"	PEABODY		1
B		30" X 80"			1
C	FLUSH MAPLE	30" X 80"	CLARK HIRSHMAN		1
D	DOOR	30" X 80"			1
E	DOOR	30" X 80"			1
F		30" X 80"			1
G		30" X 80"			1
H		30" X 80"			1
I		30" X 80"			1
J		30" X 80"			1
K		30" X 80"			1
L		30" X 80"			1
M		30" X 80"			1
N		30" X 80"			1
O		30" X 80"			1
P		30" X 80"			1
Q		30" X 80"			1
R		30" X 80"			1
S		30" X 80"			1
T		30" X 80"			1



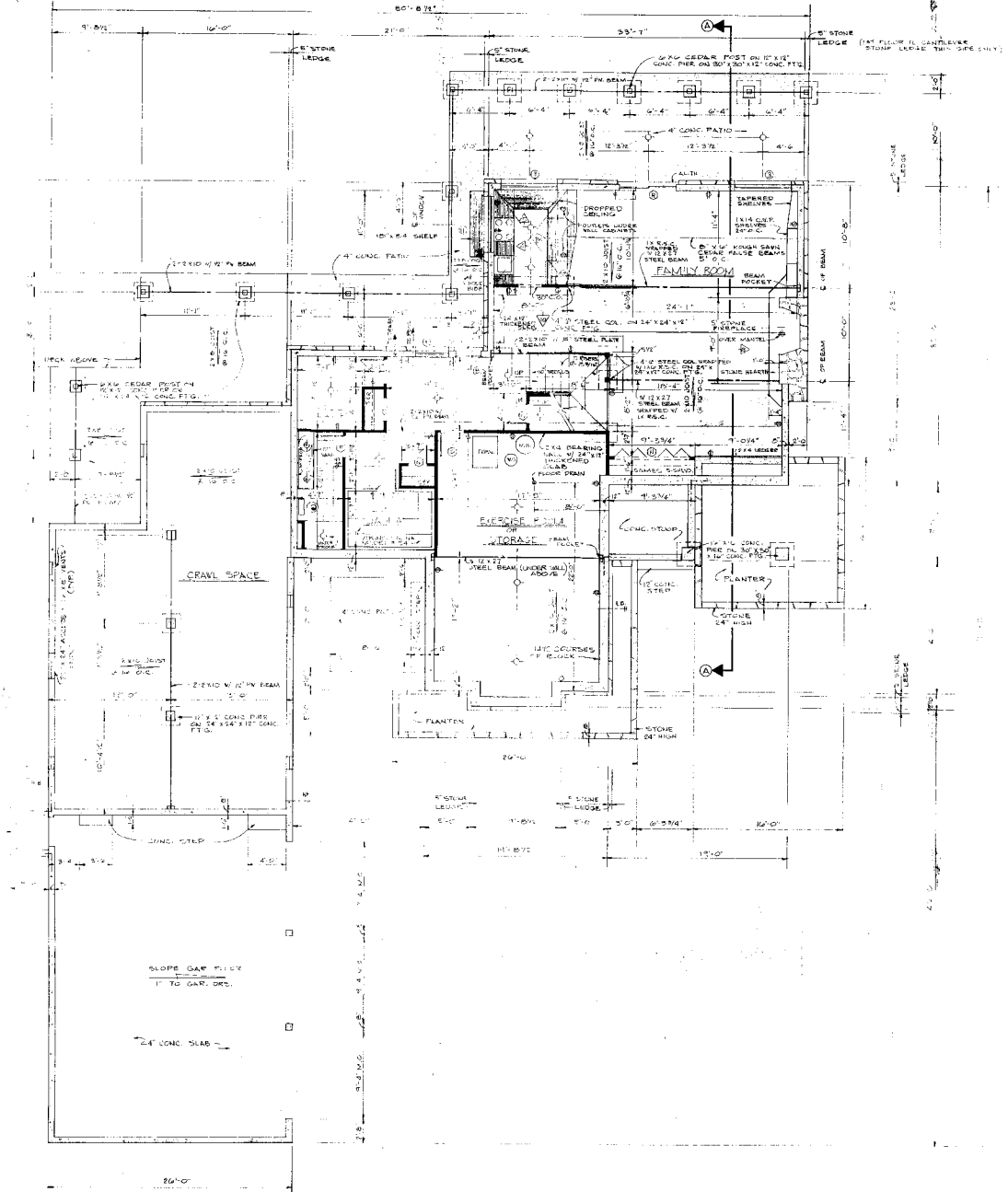
THIRD FLOOR

MARCIA BERNER RESIDENCE

FLOOR PLAN

SCALE: 1/4" = 1'-0"
DATE: 10/10/88
WICK, RIVERT
ARCHITECTURE - AND PLANNING -
INTERIORS
LAFAYETTE, INDIANA

SHEET
4



MARCIA BERNER RESIDENCE

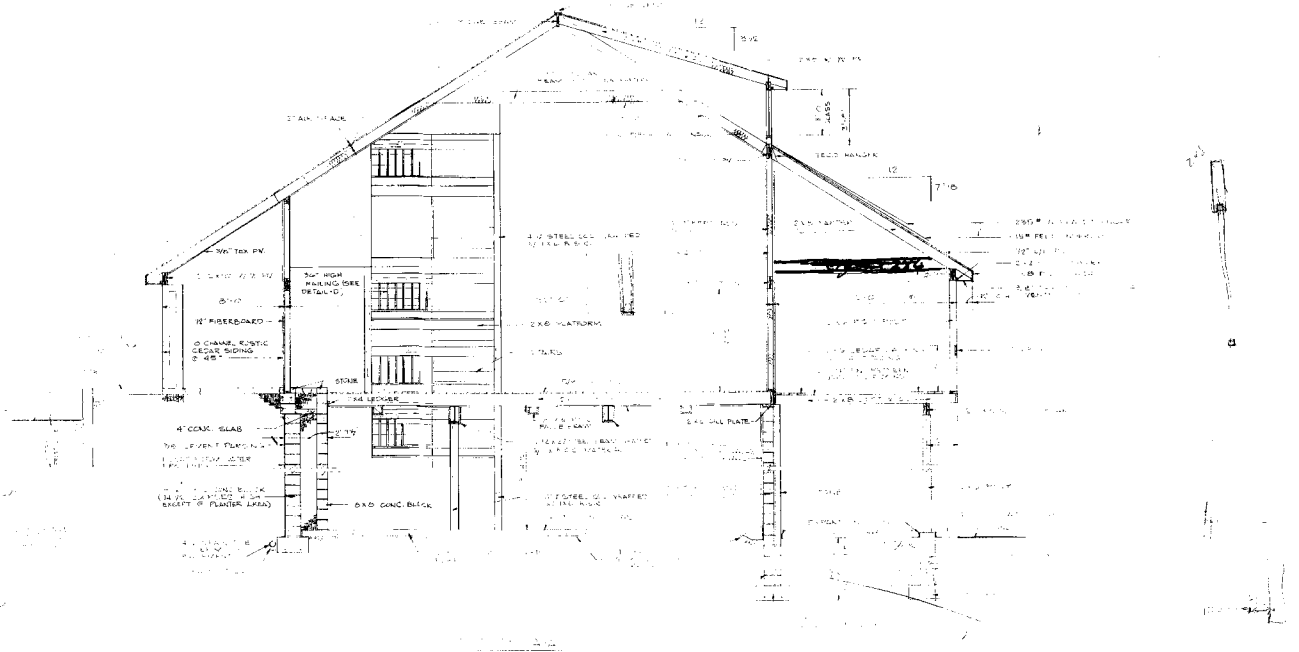
FOUNDATION

SCALE: 1/4" = 1'-0"
 DATE: 10/11/11
 REV: 10/11/11

WICK, RIMMEL
 ARCHITECTURE - AND PLANNING -
 INTERIORS
 LAFAYETTE, INDIANA

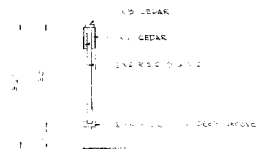
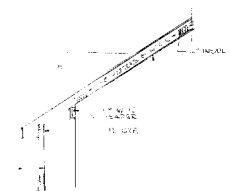
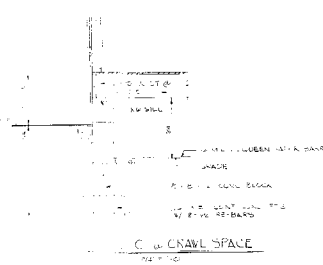
SHEET
5

ORIGINAL BLUEPRINTS



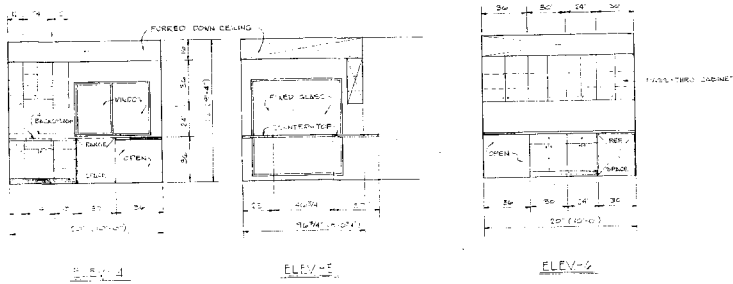
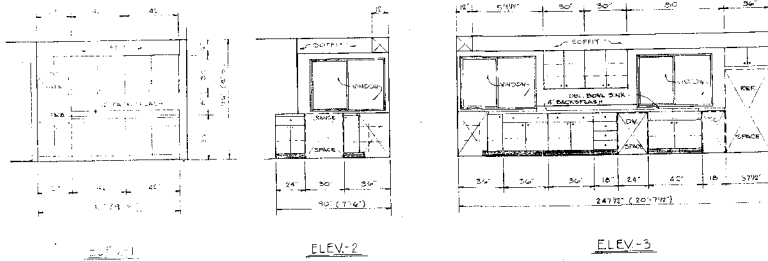
Handwritten notes:

main level floor joists
 6" x 8" joists
 2" x 4" joists
 2" x 6" joists
 2" x 8" joists
 2" x 10" joists
 2" x 12" joists
 2" x 14" joists
 2" x 16" joists
 2" x 18" joists
 2" x 20" joists
 2" x 22" joists
 2" x 24" joists
 2" x 26" joists
 2" x 28" joists
 2" x 30" joists
 2" x 32" joists
 2" x 34" joists
 2" x 36" joists
 2" x 38" joists
 2" x 40" joists
 2" x 42" joists
 2" x 44" joists
 2" x 46" joists
 2" x 48" joists
 2" x 50" joists
 2" x 52" joists
 2" x 54" joists
 2" x 56" joists
 2" x 58" joists
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 2" x 86" joists
 2" x 88" joists
 2" x 90" joists
 2" x 92" joists
 2" x 94" joists
 2" x 96" joists
 2" x 98" joists
 2" x 100" joists

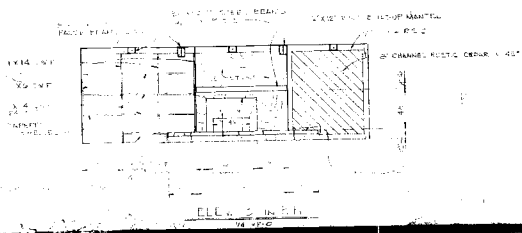
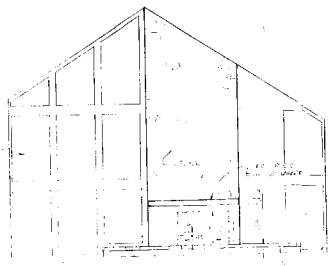


<p>MARCIA BERNER RESIDENCE</p>	<p>SECTIONS</p>	<p>SCALE: AS NOTED</p>	<p>DATE: 2/24/74 REV: 1/2/74</p>	<p>WICK RIMMEL ARCHITECT INTERIORS LABORATORY</p>
---------------------------------------	------------------------	----------------------------	--------------------------------------	---

ORIGINAL BLUEPRINTS



KITCHEN ELEVATIONS
W.B.C.



ARCIA BERNER RESIDENCE

DRILLING

SCALE	DATE	WICK RIMERT ARCHITECTURE - LAND PLANNING INTERIORS LA PRAYETTE, INDIANA	SHEET 7
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FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA COMMITMENT

COMMITMENT NO. 53-54439

SCHEDULE A

Address Reference:

E. Stipp Road
Bloomington, IN 47401
5099 E. Paynetown Road
Bloomington, IN 47401

1. Commitment Date: **October 14, 2015 at 12:00 AM**

2. Policy (or policies) to be issued:

- a. ALTA Owners Policy (06/17/06) Policy Amount
To Be Determined

For one-to-four family residential properties and lots in recorded subdivisions and titled in individuals an ALTA 2008 policy will be issued. For all other transactions an ALTA 2006 policy will be issued.

Proposed Insured: **A Legally Qualified Entity Yet To Be Determined**

- b. Policy Amount
\$

Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

Heirs at Law of Marcia C. Berner a / k / a Marcia Carol Berner, deceased

4. The land referred to in this Commitment, situated in the County of **Monroe**, State of Indiana, is described as follows:

Tract 1

A part of the South Half of the Southeast Quarter of Section 25, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows: Beginning at the Southwest corner of the said Half-Quarter, thence North 89 degrees 32 minutes 12 seconds East for a distance of 2334.08 feet, to the U.S. Government Fee Taking Line, thence over and along the said U.S. Government Fee Taking Line by the following courses and distances:

Issuing Agent: John Bethell Title Company, Inc., 329 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbtitle.com

SCHEDULE A (Continued)

North 46 degrees 57 minutes West, 297.8 feet;
North 36 degrees 43 minutes West, 406.9 feet;
North 37 degrees 47 minutes West, 158.3 feet;
North 57 degrees 32 minutes West, 214.1 feet;
North 77 degrees 28 minutes West, 92.3 feet;
South 86 degrees 26 minutes West, 113.7 feet;
South 66 degrees 32 minutes West, 490.1 feet;
South 77 degrees 17 minutes West, 394.7 feet;
North 52 degrees 41 minutes East, 424.2 feet;
North 64 degrees 03 minutes East, 186.0 feet;
North 51 degrees 01 minutes East, 217.7 feet;
North 50 degrees 19 minutes East, 230.3 feet;
North 04 degrees 35 minutes West, 123.4 feet;
North 42 degrees 36 minutes West, 88.5 feet;

thence leaving the said U.S. Government Fee Taking Line and running South for a distance of 30.00 feet, thence South 89 degrees 59 minutes 20 seconds West for a distance of 1374.67 feet, thence South 01 degrees 08 minutes 15 seconds East for a distance of 1303.21 feet to the point of beginning. Containing 48.95 acres, more or less.

Tract 2

A part of the North Half of the Northeast Quarter of Section 36, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows: Beginning at a point that is 10.67 feet North and 1319.96 feet East of the Northwest corner of the said Half-Quarter, said point being on the North line of the said Half-Quarter, thence South 01 degree 10 minutes East for a distance of 726.44 feet to the U.S. Government Fee Taking Line, thence over and along the said U.S. Government Fee Taking Line by the following courses and distances:

North 86 degrees 38 minutes East, 342.6 feet;
South 81 degrees 47 minutes East, 239.1 feet;
North 68 degrees 27 minutes East, 234.4 feet;
North 50 degrees 17 minutes East, 279.2 feet;
North 30 degrees 47 minutes East, 135.1 feet;
North 19 degrees 06 minutes East, 165.0 feet;
North 21 degrees 19 minutes West, 116.3 feet;
North 41 degrees 53 minutes West, 139.3 feet;

thence leaving the said U.S. Government Fee Taking Line and running South 89 degrees 32 minutes 12 seconds West for a distance of 1014.08 feet to the point of beginning. Containing 16.82 acres, more or less.

End of Schedule A
First American Title Insurance Company

Issuing Agent: John Bethell Title Company, Inc., 329 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email:

SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 53-54439

The following requirements must be met:

- A. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- B. Pay us the premiums, fees and charges for the policy.
- C. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.

NOTICE OF REQUIREMENT - WIRE TRANSFER OF CLOSING FUNDS

Effective July 1, 2009 Indiana law prohibits disbursement of closings unless all necessary funds required are wire transferred to the settlement agent's escrow account. (see I.C. 27-7-3.7) The law applies to all parties including lenders, buyers, sellers and real estate professionals. If the total of funds required from any single party to the transaction is less than \$10,000 a cashiers or certified check may be substituted. Corporate checks from licensed real estate brokerage companies specifically for earnest money and less than \$10,000 are also acceptable.

Wire transfer instructions are attached as an exhibit to this commitment. Please contact our closing department with any questions.

- 1. Execution and recordation of a Personal Representative's Deed, conveying Tract 1, from Wade M. Berner, Personal Representative of the Estate of Marcia Carol Berner a / k / a Marcia C. Berner, to A Legally Qualified Entity Yet To Be Determined.

DEED SHALL CONTAIN THE FOLLOWING CLAUSE:

Grantor herein, Wade M. Berner, Personal Representative of the Estate of Marcia Carol Berner states that Marcia Carol Berner is one and the same as Marcia C. Berner, grantee who took title to the above described real estate as shown in a Warranty Deed recorded April 11, 1973, in Deed Record 219, page 133.

- 2. Execution and recordation of a Personal Representative's Deed, conveying Tract 2, from Wade M. Berner, Personal Representative of the Estate of Marcia Carol Berner a / k / a Marcia C. Berner, to A Legally Qualified Entity Yet To Be Determined.

DEED SHALL CONTAIN THE FOLLOWING CLAUSE:

Grantor herein, Wade M. Berner, Personal Representative of the Estate of Marcia Carol Berner states that Marcia Carol Berner is one and the same as Marcia C. Berner, grantee who took title to the above described real estate as shown in a Warranty Deed recorded May 22, 1973, in Deed Record 220, page 49.

- 3. Vendor's Affidavit in satisfactory form executed by Wade M. Berner, Personal Representative of the Estate of Marcia Carol Berner a / k / a Marcia C. Berner, should be furnished us at closing.

Issuing Agent: John Bethell Title Company, Inc., 329 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbtitle.com

Page 4 of 7

SCHEDULE B - SECTION I
(Continued)

4. Execution and recordation of an easement for ingress and egress over an existing driveway, which runs over the following parcels -- PT NW NE 36-8-1W 5.00A; PT NE NW 36-8-1W 10.05A; PT NW NE 36-8-1W 6.12A -- for the benefit of the Land set forth in Schedule A.
- D. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
- E. Payment of \$5 Title Insurance Enforcement Fund fee required by IC 27-7-3 for each policy issued in connection with the transaction.

End of Schedule B - I
First American Title Insurance Company

Issuing Agent: John Bethell Title Company, Inc., 329 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email:

SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 53-54439

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

1. Taxes or special assessments which are not shown as existing liens by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. 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 and not shown by the Public Records
5. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this Commitment.
7. Any liens, encumbrances, requirements and other matters shown in Schedule B – I and not released or otherwise disposed of to our satisfaction.
8. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
9. Rights of Way for drainage ditches, tiles, feeders and laterals, if any.
10. Rights of the Public and the State of Indiana in and to that part of the premises taken or used for alley or road purposes.
11. Application of the Classification of Land as Forest Land, recorded June 16, 1939, in Miscellaneous Record 19, page 574. (Affects Tract 2; NOTE: the Company has found no evidence in the records of the Auditor of Monroe County, Indiana, that Tract 2 is currently classified as Forest Land, but also finds no evidence that Tract has been withdrawn from Forest Land in the records of either the Auditor or Recorder of Monroe County, Indiana).
12. Easement in favor of Marcia Berner for water line and incidental purposes recorded April 28, 2006 as Instrument No. 2006008197. (NOTE: This easement document purports to benefit the Land set forth in Schedule A, but, as described, the easement is not contiguous to the Land).
13. Rights of the United States of America as set out in a Warranty Deed recorded February 27, 1963, in Deed Record 149, page 546 (Tract 1), and also in a Warranty Deed recorded June 26, 1963, in Deed Record 152, page 244, which deed was corrected by a certain Deed of Correction of Warranty Deed recorded April 13, 1964, in Deed Record 157, page 418 (Tract 2).

Issuing Agent: John Bethell Title Company, Inc., 329 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbtitle.com

SCHEDULE B - SECTION II (Continued)

14. Taxes for the year 2014 due and payable 2015 a lien now payable.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 3.
Taxing Authority: Perry Township.
Duplicate Number: 53-08-25-400-002.000-008. (Affects Tract 1)
Assessed Value - Land: \$79,900;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$533.10 is PAID;
November Installment in the amount of \$533.10 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$0.00 is N/A. November Installment in the amount of \$0.00 is N/A.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$533.10.
15. Taxes for the year 2014 due and payable 2015 a lien now payable.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 3.
Taxing Authority: Perry Township.
Duplicate Number: 53-08-36-100-007.000-008. (Affects Tract 2)
Assessed Value - Land: \$155,500;
Improvements: \$589,200;
Exemptions: \$0, Credits: \$45,000-H; \$226,750-S
May installment in the amount of \$3,050.30 is PAID;
November Installment in the amount of \$3,050.30 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$17.58 is PARTIALLY PAID (\$.01 remains). November Installment in the amount of \$17.58 is UNPAID.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$3,067.89.
16. Taxes for the year 2015 payable 2016 and thereafter, a lien but not yet due or payable.

The company does not insure that the land described in paragraph 4 of schedule A accurately comprises any acreage or area referred to therein.

This commitment is furnished by the company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of the company. This commitment is not an abstract or an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. Persons and entities not listed above as proposed insured's are not entitled to rely upon this commitment for any purpose.

Note: Unless otherwise shown above, there are no recorded judgments against any parties having an interest in the land described in Schedule A that have priority over the interests to be insured.

Note: Exceptions 1 through 4, above, will be deleted for any loan policy committed to be issued. All applicable ALTA Endorsement forms including 4, 5, 6, 6.2, 8.1 and 9 will be issued with the loan policy.

Issuing Agent: John Bethell Title Company, Inc., 329 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email:

Page 7 of 7

SCHEDULE B - SECTION II
(Continued)

End of Schedule B - II
First American Title Insurance Company

Issuing Agent: John Bethell Title Company, Inc., 329 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063
Email:

CONTRACT



Coffey Realty
& Auction

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this _____ day of _____ 2015, by and between
Estate of Marcia C. Berner 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: 5099 E. Paynetown Rd.

in the City of Bloomington, County of Monroe, and State of Indiana.

Legally described as: 014-02010-00 PT E ½ NE 36-8-1W 16.82A and 014-02000-00 PT SE 25-8-1W 48.95A

Buyer herewith agrees to deposit with John Bethell Title \$ _____ dollars (10% of the sale price), 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 Personal Representative's 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 or before January 7, 2016 and shall take place at the office of John Bethell Title, 329 S. Walnut St., Bloomington, IN.

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.

Time being of the essence of this agreement, if the Buyer shall fail or refuse to perform this agreement of Buyer's

CONTRACT

part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down payment / earnest money as liquidated damages for the breach of this agreement.

“All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract.”

Per the terms & conditions as contained herein and announced in “statement of sale”, the property sells as shown below. This contract is subject to clearance of any check presented to **United Country, Coffey Realty & Auction** payable to **JDC Group, Inc.**

High Bid Selling Price	\$ _____	.00
Plus 11% Buyer's Premium	\$ _____	.00
	Total Purchase Price	\$ _____ .00
Less Down Payment	\$ _____	
	Total Due at Closing	\$ _____ .00

This offer will expire if not accepted on or before: December 9, 2015 at 5:00pm

Purchased By:

Buyer

Printed

Buyer Address: _____ City _____ State _____ Zip _____

Date _____

Phone _____

Buyer

Printed

Buyer Address: _____ City _____ State _____ Zip _____

Date _____

Phone _____

Buyer's Agent

Printed

Agent Address: _____ City _____ State _____ Zip _____

Date _____

Phone _____

Names for Deed: _____

Accepted By:

Seller

Estate of Marcia C. Berner, by Wade Berner, personal representative
Printed

Date _____

Time: _____

Seller

Printed

Date _____

CONTRACT



Coffey Realty & Auction

PROMISSORY NOTE

**5099 E. Paynetown Rd., Perry Township
Monroe County, Bloomington, IN 47401**

\$ _____

Amount

Date

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

John Bethell Title
329 S. Walnut St.
Bloomington, IN 47401

The Sum of _____ -----dollars

(\$ _____), 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

