

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

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

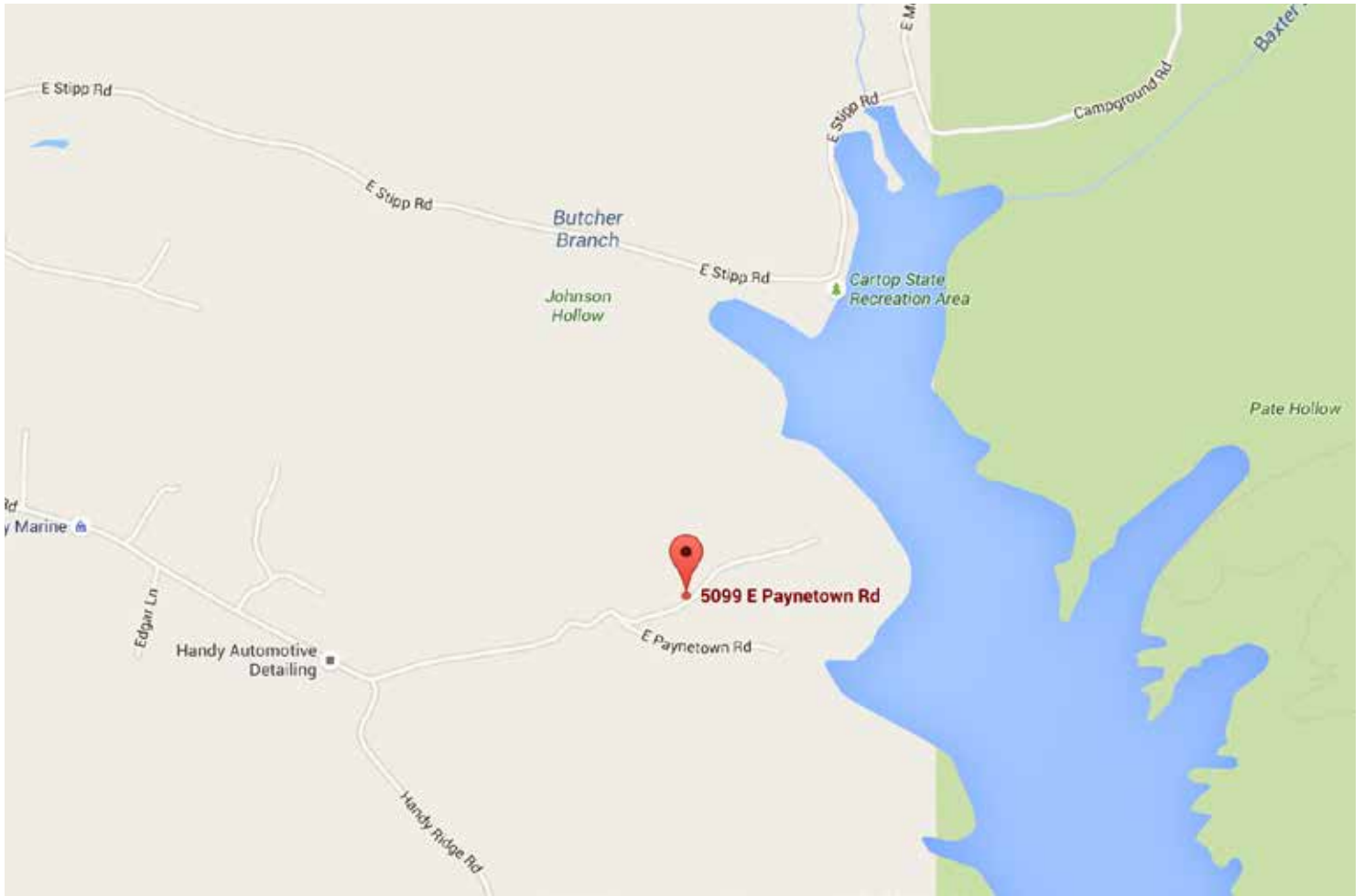
Buyer Date

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.

Listings as of 10/27/2015

Lots & Land Agent Full Detail Report

[Schedule a Showing](#)

Property Type LOTS AND LAND	Status Active	CDOM 1	DOM 1	Auction Yes
MLS # 201550267	00 E Paynetown Road	Bloomington	IN 47401	Status Active
Area Monroe County	Parcel ID 53-08-36-100-011.000-008	Type Residential Land	LP \$0	
Sub	Cross Street	Lot #		
School District MO... Elem	Lakeview	JrH Jackson Creek	SrH Bloomington South	
REO No	Short Sale No			
Legal Description 014-02030-00 PT NE NW 36-8-1W 10.05A & 014-02020-00 PT NW NE 36-8-1W 5.00A				
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.				



Remarks This property is being offered at internet only auction ending Tuesday December 8, 2015 at 2:00pm along with the adjoining 65.77 acres with home and lakefront property (mls# 201550244).

Agent Remarks

Sec	Lot	Zoning	Lot Ac/SF/Dim 21.1700 / 922,165 / 21.17 +/- Acres	
Parcel Desc	Heavily Wooded, Rolling, Undeveloped, 15+ Platted Development		Yes	Platted Y/N Yes
Township	Perry	Date Lots Available		Price per Acre \$0.00
Type Use	Recreational	Road Access County	Road Surface Gravel	Road Frontage County
Type Water	Available	Easements	No	
Type Sewer	None	Water Frontage		
Type Fuel	None	Assn Dues	Not Applicable	
Electricity	Available	Other Fees		
Features		DOCUMENTS AVAILABLE	None	
Strctr/Bldg Imprv	No			
Can Property Be Divided?	Yes			
Water Access		Lake Type		
Water Name		Channel Frontage	Water Access	
Auction Yes	Auctioneer Name Jimmie Dean Coffey	Auctioneer License # AU01049934		
Owner Name				
Financing: Existing	Proposed	Excluded Party	None	
Annual Taxes \$461.70	Exemption	Year Taxes Payable 2015	Assessed Value	
Is Owner/Seller a Real Estate Licensee	No			
List Office United Country Coffey Realty & Auction - Offc: 812-822-3200	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 812-822-3200			
List Date 10/26/2015	Exp Date 12/8/2016	Publish to Internet Yes	Show Addr to Public Yes	Allow AVM No
IDX Include Y	Contract Type Exclusive Right to Sell	BBC 2%	Variable Rate No	Special Listing Cond. Estate
Virtual Tours:		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-Sell Agent	

Presented by: Mary Garvin, NMSP / United Country Coffey Realty & Auction

Information is deemed reliable but not guaranteed.

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Featured properties may not be listed by the office/agent presenting this brochure.

PROPERTY INFORMATION SHEET

Property Report Card for parcel 53-08-36-100-010.000-008

Page 1 of 2



Monroe County, IN
 Property Assessment Detail Report
 Parcel Number: 53-08-36-100-010.000-008
 39°North- 855.GIS.3939

Parcel Information		Taxing District	
Parcel Number:	53-08-36-100-010.000-008	Township:	PERRY TOWNSHIP
Alt Parcel Number:	014-02020-00	Corporation:	MONROE COUNTY COMMUNITY
Property Address:	E Paynetown RD Bloomington, IN 47401		
Neighborhood:	Handy Road - A		
Property Class:	Vacant - Unplatted (0 to 9.99 Acres)	Land Type	Acreege Dimensions
Legal Description:	014-02020-00 PT NW NE 36-8-1W 5.00A	92	5.0000
Owner Name:	Berner, Marcia C.		
Owner Address:	5099 E PAYNETOWN ROAD Bloomington, IN 47401		

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 INFORMATION SHEET

Property Report Card for parcel 53-08-36-100-010.000-008

Page 2 of 2

Valuation Record				
Assessment Date	Reason for Change	Land	Improvements	Total Valuation
05-27-2015	GENERAL REVALUATION	8200	0	8200
05-15-2014	Annual Adjustment	8200	0	8200
06-04-2013	Annual Adjustment	8200	0	8200
06-22-2012	Annual Adjustment	8200	0	8200
06-08-2011	Annual Adjustment	7500	0	7500
06-24-2010	Annual Adjustment	700	0	700
03-01-2009	MISCELLANEOUS	600	0	600
03-01-2008	MISCELLANEOUS	600	0	600
03-01-2007	MISCELLANEOUS	600	0	600
03-01-2006	MISCELLANEOUS	400	0	400
03-01-2005	Ag land update	400	0	400
03-01-2002	GENERAL REVALUATION	500	0	500
03-01-1995	GENERAL REVALUATION	0	0	0
03-01-1994	GENERAL REVALUATION	0	0	0

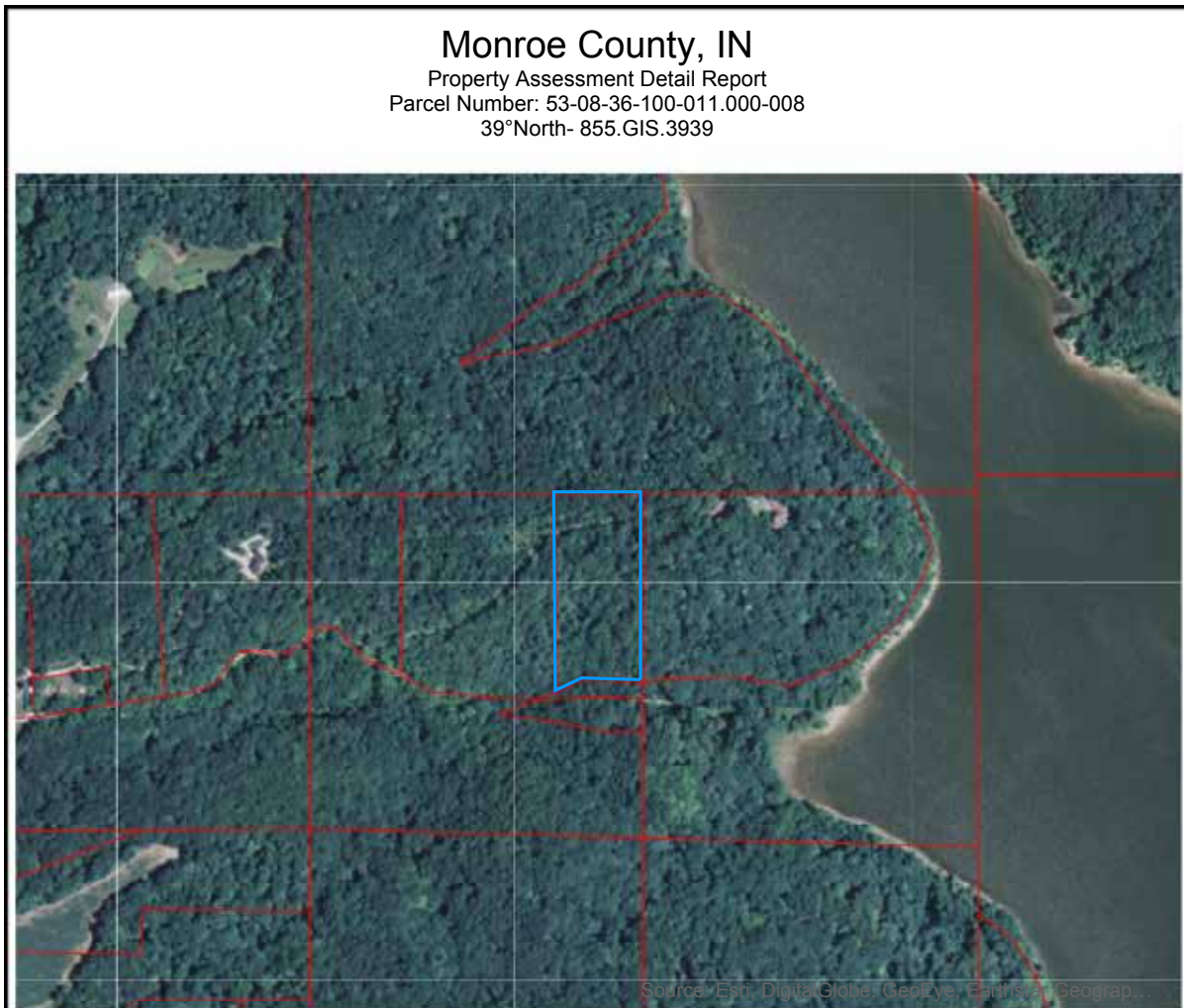
Public Utilities		Exterior Features		Special Features	
		Exterior Feature	Size/Area	Description	Size/Area
Water:	Y				
Sewer:	N				
Gas:	N				
Electricity:	Y				
All:	N				

Summary Of Improvements					
Buildings	Grade	Condition	Construction Year	Effective Year	Area

PROPERTY INFORMATION SHEET

Property Report Card for parcel 53-08-36-100-011.000-008

Page 1 of 2



Monroe County, IN
 Property Assessment Detail Report
 Parcel Number: 53-08-36-100-011.000-008
 39°North- 855.GIS.3939

Parcel Information		Taxing District	
Parcel Number:	53-08-36-100-011.000-008	Township:	PERRY TOWNSHIP
Alt Parcel Number:	014-02040-00	Corporation:	MONROE COUNTY COMMUNITY
Property Address:	E Paynetown RD Bloomington, IN 47401		
Neighborhood:	Paynetown Road - A		
Property Class:	Vacant - Unplatted (0 to 9.99 Acres)	Land Type	Acreeage
Legal Description:	014-02040-00 PT NW NE 36-8-1W 6.12A	92	6.1200
Owner Name:	Berner, Marcia C.		
Owner Address:	5099 E PAYNETOWN ROAD Bloomington, IN 47401		

Land Description

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

PROPERTY INFORMATION SHEET

Property Report Card for parcel 53-08-36-100-011.000-008

Page 2 of 2

Valuation Record					
Assessment Date	Reason for Change	Land	Improvements	Total Valuation	
05-27-2015	GENERAL REVALUATION	10000	0	10000	
05-15-2014	Annual Adjustment	10000	0	10000	
06-04-2013	Annual Adjustment	10000	0	10000	
06-22-2012	Annual Adjustment	10000	0	10000	
06-08-2011	Annual Adjustment	9200	0	9200	
06-24-2010	Annual Adjustment	800	0	800	
03-01-2009	MISCELLANEOUS	800	0	800	
03-01-2008	MISCELLANEOUS	700	0	700	
03-01-2007	MISCELLANEOUS	700	0	700	
03-01-2006	MISCELLANEOUS	500	0	500	
03-01-2005	Ag land update	500	0	500	
03-01-2002	GENERAL REVALUATION	600	0	600	
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

PROPERTY INFORMATION SHEET

Property Report Card for parcel 53-08-36-100-005.000-008

Page 1 of 2



Monroe County, IN
 Property Assessment Detail Report
 Parcel Number: 53-08-36-100-005.000-008
 39°North- 855.GIS.3939

Parcel Information

Parcel Number: 53-08-36-100-005.000-008
Alt Parcel Number: 014-02030-00
Property Address: E Paynetown RD Bloomington, IN 47401
Neighborhood: Handy Road - A
Property Class: Vacant - Unplatted (10 to 19.99 Acres)
Legal Description: 014-02030-00 PT NE NW 36-8-1W 10.05A
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	10.0600	

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 INFORMATION SHEET

Property Report Card for parcel 53-08-36-100-005.000-008

Page 2 of 2

Valuation Record				
Assessment Date	Reason for Change	Land	Improvements	Total Valuation
05-27-2015	GENERAL REVALUATION	16400	0	16400
05-15-2014	Annual Adjustment	16400	0	16400
06-04-2013	Annual Adjustment	16400	0	16400
06-22-2012	Annual Adjustment	16400	0	16400
06-08-2011	Annual Adjustment	15100	0	15100
06-24-2010	Annual Adjustment	2500	0	2500
03-01-2009	MISCELLANEOUS	2400	0	2400
03-01-2008	MISCELLANEOUS	2300	0	2300
03-01-2007	MISCELLANEOUS	2200	0	2200
03-01-2006	MISCELLANEOUS	1700	0	1700
03-01-2005	Ag land update	1700	0	1700
03-01-2002	GENERAL REVALUATION	2000	0	2000
03-01-1995	GENERAL REVALUATION	0	0	0
03-01-1994	GENERAL REVALUATION	0	0	0

Public Utilities		Exterior Features		Special Features	
		Exterior Feature	Size/Area	Description	Size/Area
Water:	Y				
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 : 53-08-36-100-010.000-008

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:	014-02020-00
Owner Name:	Berner, Marcia C.
Owner Address:	5099 E PAYNETOWN ROAD Bloomington, IN 47401
Legal Description:	014-02020-00 PT NW NE 36-8-1W 5.00A

Payments				
Tax Set	Charge Type	Total Charge	Posted Payment	Balance Due
Perry Township	Spring installment	\$54.71	\$0.00	\$54.71
Perry Township	Fall installment	\$54.71	\$57.45	\$54.71
Perry Township	Unpaid spring tax and delinquencies	\$54.71	\$0.00	\$0.00
Perry Township	Year total	\$109.42	\$57.45	\$0.00
Perry Township	Year total penalty and fees	\$2.74	\$0.00	\$0.00

[Print](#)



2014 PAYABLE 2015 TAX INFORMATION - Monroe County, IN

Property : 53-08-36-100-011.000-008

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:	014-02040-00
Owner Name:	Berner, Marcia C.
Owner Address:	5099 E PAYNETOWN ROAD Bloomington, IN 47401
Legal Description:	014-02040-00 PT NW NE 36-8-1W 6.12A

Payments				
Tax Set	Charge Type	Total Charge	Posted Payment	Balance Due
Perry Township	Spring installment	\$66.72	\$0.00	\$66.72
Perry Township	Fall installment	\$66.72	\$70.06	\$66.72
Perry Township	Unpaid spring tax and delinquencies	\$66.72	\$0.00	\$0.00
Perry Township	Year total	\$133.44	\$70.06	\$0.00
Perry Township	Year total penalty and fees	\$3.34	\$0.00	\$0.00

[Print](#)



2014 PAYABLE 2015 TAX INFORMATION - Monroe County, IN

Property : 53-08-36-100-005.000-008

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:	014-02030-00
Owner Name:	Berner, Marcia C.
Owner Address:	5099 E PAYNETOWN ROAD Bloomington, IN 47401
Legal Description:	014-02030-00 PT NE NW 36-8-1W 10.05A

Payments				
Tax Set	Charge Type	Total Charge	Posted Payment	Balance Due
Perry Township	Spring installment	\$109.42	\$0.00	\$109.42
Perry Township	Fall installment	\$109.42	\$114.89	\$109.42
Perry Township	Unpaid spring tax and delinquencies	\$109.42	\$0.00	\$0.00
Perry Township	Year total	\$218.84	\$114.89	\$0.00
Perry Township	Year total penalty and fees	\$5.47	\$0.00	\$0.00



FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA COMMITMENT

COMMITMENT NO. 53-54438

SCHEDULE A

Address Reference:

E. Paynetown Road
Bloomington, IN 47401
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

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 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 7.87 feet North and 973.47 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 0 degrees 56 minutes 20 seconds West for a distance of 795.47 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 65 degrees 50 minutes East, 150.3 feet;
South 88 degrees 39 minutes East, 215.3 feet;
North 86 degrees 38 minutes East, 26.7 feet;

thence leaving the said U.S. Government Fee Taking Line and running North 01 degree 10 minutes West for a distance of 726.44 feet, thence South 89 degrees 32 minutes 12 seconds West for a distance of 346.50 feet to the point of beginning. Containing 6.12 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 the Northwest corner of the said Half-Quarter, thence South 01 Degrees 08 Minutes 15 Seconds East for a distance of 552.22 feet to the centerline of the Paynetown Pike Road, thence over and along the centerline of the said Paynetown Pike Road by the following courses and distances:

North 48 degrees 57 minutes East, 97.38 feet;
South 73 degrees 10 minutes East, 94.32 feet;
South 37 degrees 25 minutes East, 137.51 feet;
South 71 degrees 55 minutes East, 127.98 feet;
South 63 degrees 10 minutes East, 167.79 feet;
South 83 degrees 44 minutes East, 433.42 feet;

thence leaving the centerline of the said road and running North 0 degrees 56 minutes 20 seconds East for a distance of 795.47 feet, thence South 89 degrees 32 minutes 12 seconds West for a distance of 973.50 feet to the point of beginning. Containing 15.05 acres, more or less.

**End of Schedule A
First American Title Insurance Company**

SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 53-54438

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 137.

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 March 22, 1973, in Deed Record 218, page 421.

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

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SCHEDULE B - SECTION I
(Continued)

4. Execution and recordation of an easement for ingress and egress over an existing driveway that runs over the Land set forth in Schedule A for the benefit of the following parcels: PT E 1/2 NE 36-8-1W 16.82A and PT SE 25-8-1W 48.95A.
- 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. 53-54438

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. 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).
12. Rights of the United States of America as set out in a Warranty Deed recorded January 4, 1963, in Deed Record 148, page 389. (Affects Tract 1)
13. 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: 53-08-36-100-011.000-008. (Affects Tract 1)
Assessed Value - Land: \$10,000;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$66.72 is PAID;

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)

November Installment in the amount of \$66.72 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 \$66.72.

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: 53-08-36-100-010.000-008. (Affects Tract 2: PT NW NE 36-8-1W 5.00A)
Assessed Value - Land: \$8,200;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$54.71 is PAID;
November Installment in the amount of \$54.71 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 \$54.71.
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: 53-08-36-100-005.000-008. (Affects Tract 2: PT NE NW 36-8-1W 10.05A)
Assessed Value - Land: \$16,900;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$109.42 is PAID;
November Installment in the amount of \$109.42 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 \$109.42.
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.

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

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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: 00 E. Paynetown Rd.
in the City of Bloomington, County of Monroe, and State of Indiana.

Legally described as: 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

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 part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down pay-

CONTRACT

ment / 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

**00 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
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