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## Investment Real Estate Auction

ONLINE REAL ESTATE INVESTMENT AUCTION. 2 APARTMENT BUILDINGS IN BLOOMINGTON WITH 13 TOTAL RENTAL UNITS.

**UnitedCountryIN.com**  
**812.822.3200**

OPEN HOUSE THURSDAY OCTOBER 27, 2016 FROM 4:00 - 6:00PM.

Internet Bidding now through November 30, 2016 at 2:00pm EST

### 1501 S Madison St Bloomington, IN

- #1 2 BEDROOM, 1 BATH - \$715 CURRENTLY VACANT
- #2 1 BEDROOM, 1 BATH - \$605 PER MONTH
- #3 EFFICIENCY, 1 BATH - \$550 CURRENTLY VACANT
- #4 EFFICIENCY, 1 BATH - \$550 PER MONTH
- #5 1 BEDROOM, 1 BATH - \$605 PER MONTH
- #6 1 BEDROOM, 1 BATH - \$605 PER MONTH

### 321 W Hillside Dr Bloomington, IN

- #1 2 BEDROOM, 1 BATH - \$535 PER MONTH
- #2 1 BEDROOM, 1 BATH - \$425 PER MONTH
- #3 2 BEDROOM, 1 BATH - \$595 PER MONTH
- #4 EFFICIENCY, 1 BATH - \$465 PER MONTH
- #5 1 BEDROOM, 1 BATH - \$525 PER MONTH
- #6 1 BEDROOM, 1 BATH - \$525 PER MONTH
- #7 1 BEDROOM, 1 BATH - \$525 PER MONTH

**JIMMIE DEAN COFFEY**

(812) 287-7016

JCOFFEY@UNITEDCOUNTRYIN.COM



**Coffey Realty  
& Auction**

**TIM ELLIS**

(812) 322-3514

TIM@TIMELLISREALTORS.COM



**UNITEDCOUNTRYIN.COM**



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## PROPERTY DESCRIPTION

### REAL ESTATE INVESTMENT AUCTION | BLOOMINGTON, INDIANA

ONLINE REAL ESTATE INVESTMENT AUCTION

BID NOW THROUGH **WEDNESDAY NOVEMBER 30, 2016 AT 2:00 PM (SOFT CLOSE)**

OPEN HOUSE; THURSDAY OCTOBER 27, 2016 FROM 4:00 - 6:00PM.

2 APARTMENT BUILDINGS IN BLOOMINGTON INDIANA FOR SALE WITH 13 TOTAL RENTAL UNITS. PROPERTIES IN GREAT LOCATION CLOSE TO DOWNTOWN BLOOMINGTON, NEAR INDIANA UNIVERSITY AND A SHORT DISTANCE FROM NUMEROUS DINING, SHOPPING & ENTERTAINMENT OPTIONS.

321 W HILLSIDE DR, BLOOMINGTON, IN

- #1 2 BEDROOM, 1 BATH - \$535
- #2 1 BEDROOM, 1 BATH - \$425
- #3 2 BEDROOM, 1 BATH - \$595
- #4 EFFICIENCY, 1 BATH - \$465
- #5 1 BEDROOM, 1 BATH - \$525
- #6 1 BEDROOM, 1 BATH - \$525
- #7 1 BEDROOM, 1 BATH - \$525

1501 S MADISON ST, BLOOMINGTON, IN

- #1 2 BEDROOM, 1 BATH - \$715 CURRENTLY VACANT
- #2 1 BEDROOM, 1 BATH - \$605 PER MONTH
- #3 EFFICIENCY, 1 BATH - \$550 CURRENTLY VACANT
- #4 EFFICIENCY, 1 BATH - \$550 PER MONTH
- #5 1 BEDROOM, 1 BATH - \$605 PER MONTH
- #6 1 BEDROOM, 1 BATH - \$605 PER MONTH

SELLER: LIBEY | AUCTION MANAGER: TIM ELLIS & JIMMIE DEAN COFFEY | LIC. # AC30200042

## **TERMS & CONDITIONS**

### **Real Estate Investment Auction**

**Lot #1 – 1501 S Madison St  
Lot #2 – 321 W Hillside Dr  
Bloomington, IN - Monroe County – Perry Township**

### **Legal Descriptions**

015-32595-00 LIBEY LOT 2; .46A

015-13930-00 LIBEY LOT 3 .26ACRE

- The property will be sold at Public “Online Only - Internet Auction” ending Wednesday November 30, 2016 at 2:00pm (soft close)
- To be approved as an online bidder a signed copy of the terms and conditions along with a signed bidder’s certification must be received and approved by the auction office. Electronic files will be emailed upon “online registration”
- The properties 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
- The auction is Subject to prior sale (the properties 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
  - A **12%** buyer’s premium will be added to the final bid and charged to the buyer, the final bid plus the 12% buyer’s premium will establish the final sales price.
- A **\$25,000.00 Down payment Per property** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the auction contract by the Sellers payable to Capstone Title Partners. 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 10:00am, December 12, 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 Warranty Deed.
- The seller agrees to furnish buyer(s) with an owner’s policy of Title Insurance Policy at closing.
- Real Estate Taxes: the taxes will be prorated to the day of closing.
- Closing:
  - Closing shall take place at the office of: **Capstone Title Partners, 116 W 6<sup>th</sup> St, Bloomington, IN 47401**
  - Closing fee will be paid by the buyer.
  - Closing will be held on or before 10:00 a.m. – December 15, 2016
- Possession is subject to tenants’ rights and current leases.
- Rents will be prorated to the day of closing and tenants’ damage deposits will be given over to the buyer.
- The successful Bidder shall execute a “Real Estate Auction Sales Contract” for the property immediately after being declared the Successful Bidder by the Auctioneer.
- Tim Ellis Realtors & Auctioneers along with United Country Coffey Realty & Auction and their representatives are exclusive agents of the Seller.
- Seller: Maria Libey

## TERMS AND CONDITIONS

- 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.

**Open House: Thursday October 27, 2016 from 4:00pm to 6:00pm**

**SALE SITE: Internet Only: [www.UnitedCountryIN.com](http://www.UnitedCountryIN.com)**

For questions call Jimmie Dean Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 287-7016 direct line or Tim Ellis (812) 322-3514

I do hereby agree to these Auction Terms & Conditions.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

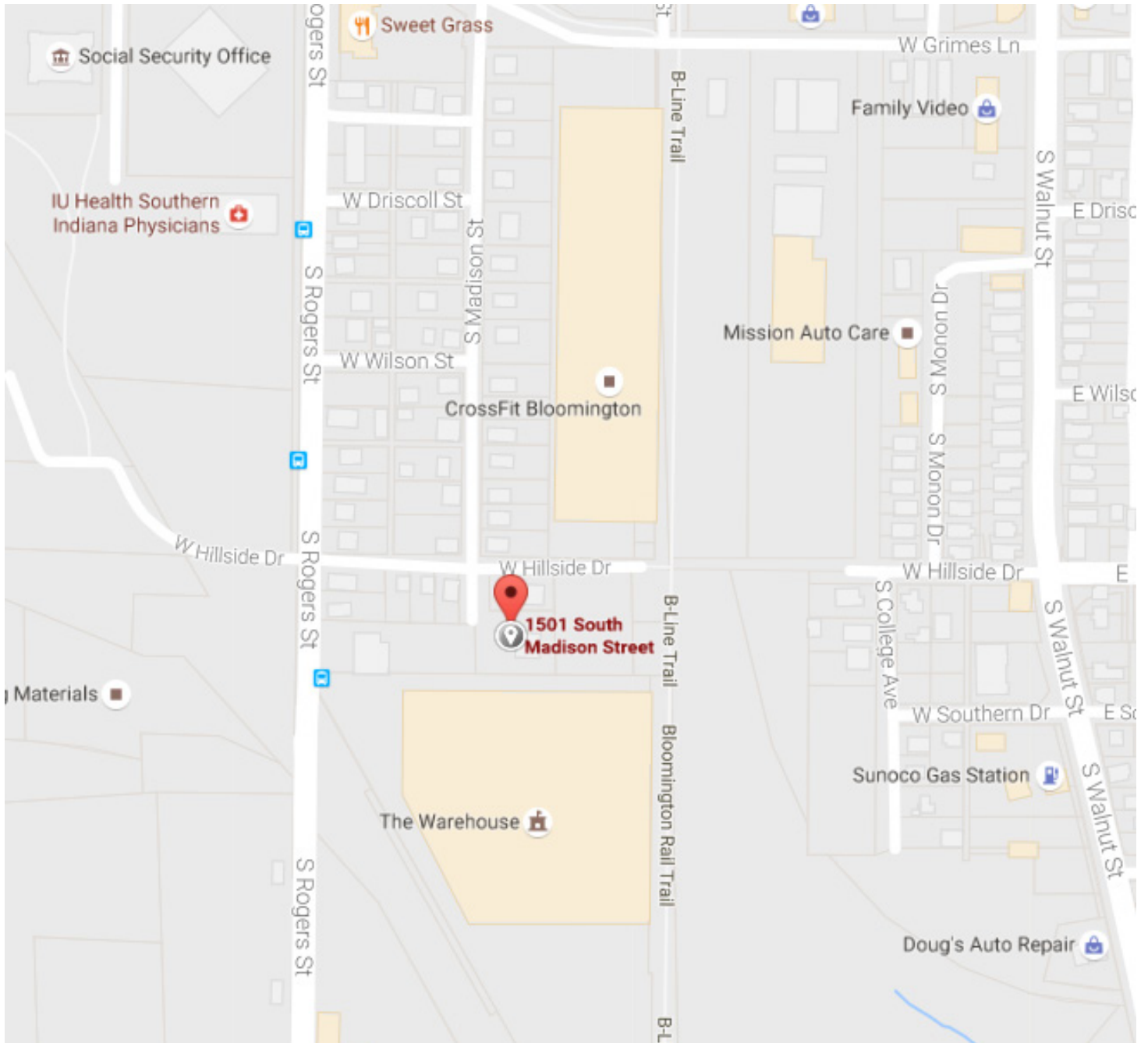
\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

# STATE MAP



## LOCAL MAP



# PROPERTY RELATED CONTACTS

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

TIM ELLIS  
812.322.3514  
TIM@TIMELLISREALTORS.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.

# PROPERTY CARD

10/5/2016

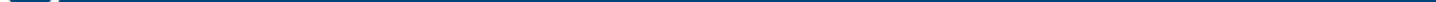
Parcel Information



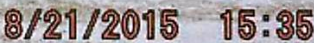
10/5/2016

Parcel Information





### Parcel Information



# PROPERTY CARD

10/5/2016

## Parcel Information

Parcel Information		Land Description		
		Land Type	Acreage	Dimensions
		11	0.46	
Owner Name	Libey, Maria H A			
Owner Address	1161 S Virginia St Hobart, IN 46342			
Parcel Number	53-08-08-101-002.000-009			
Alt Parcel Number	015-32595-00			
Property Address	1501 S Madison ST, Bloomington, IN 47403			
Property Class Code	419			
Property Class	Other Commercial Housing			
Neighborhood	64 PERRY CITY - BASE - COM, 53009180-009			
Legal Description	015-32595-00 LIBEY LOT 2; 46A			
Taxing District				
Township	PERRY TOWNSHIP			
Corporation	MONROE COUNTY COMMUNITY			

## Transfer Of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	LIBEY, MARIA H A			WD	

## Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2016-05-02	Annual Adjustment	52900	108,300.00	161,200.00
2015-05-27	GENERAL REVALUATION	52900	107,100.00	160,000.00
2014-05-15	Annual Adjustment	52900	114,400.00	167,300.00
2013-06-03	Annual Adjustment	52900	113,200.00	166,100.00
2012-06-22	Annual Adjustment	52900	111,800.00	164,700.00
2011-06-09	Annual Adjustment	52900	129,100.00	182,000.00
2010-03-01	Annual Adjustment	52900	129,100.00	182,000.00
2009-03-01	MISCELLANEOUS	52900	96,800.00	149,700.00
2008-03-01	MISCELLANEOUS	52900	96,800.00	149,700.00
2007-03-01	MISCELLANEOUS	46000	96,800.00	142,800.00
2006-03-01	MISCELLANEOUS	46000	96,800.00	142,800.00
2005-03-01	MISCELLANEOUS	77700	142,400.00	220,100.00
2002-03-01	GENERAL REVALUATION	50100	142,000.00	192,100.00

# PROPERTY CARD

10/5/2016

Parcel Information



## Sales

Sale Date	Sale Price	Buyer Name	Seller Name
-----------	------------	------------	-------------

## Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

## Exterior Features

Exterior Feature	Size/Area
Patio, Concrete	40
Patio, Concrete	55
Patio, Concrete	189
Wood Deck	256

## Special Features

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

## Summary Of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Utility Shed R 01	C	A	1899		195
4-6 Family R 01	C-1	A	1899		3010

4-6 Family R 01

Accommodations

Plumbing

Other Residential Dwelling

# PROPERTY CARD

10/5/2016

## Parcel Information

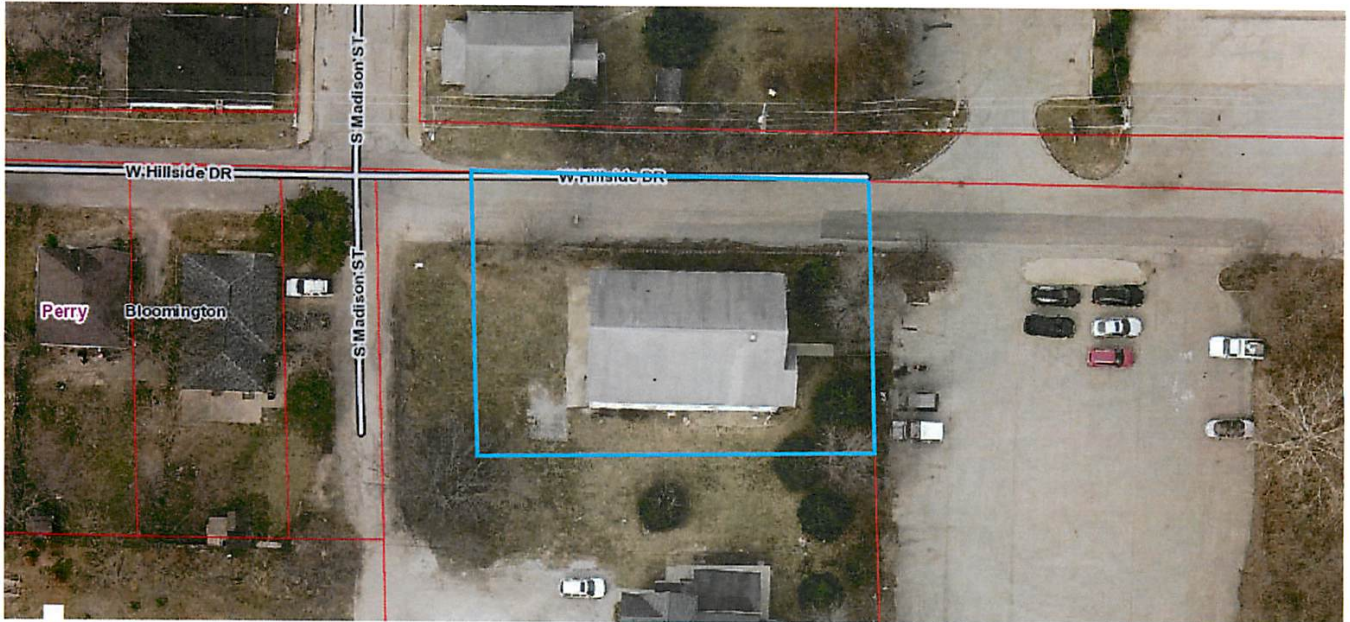
BedRooms	6	Full Baths	1	Heat Type	Central
Finished Rooms	7	Full Baths Fixtures		Fireplaces	Warm Air
		Half Baths		Attached Garages	
		Half Baths Fixtures			
		Kitchen Sinks	1		

Floors			
Floor	Construction	Base	Finished
1	5/6 Masonry	1624	1624
2	Wood Frame	1386	1386
B		346	
S		1278	

# PROPERTY CARD

10/5/2016

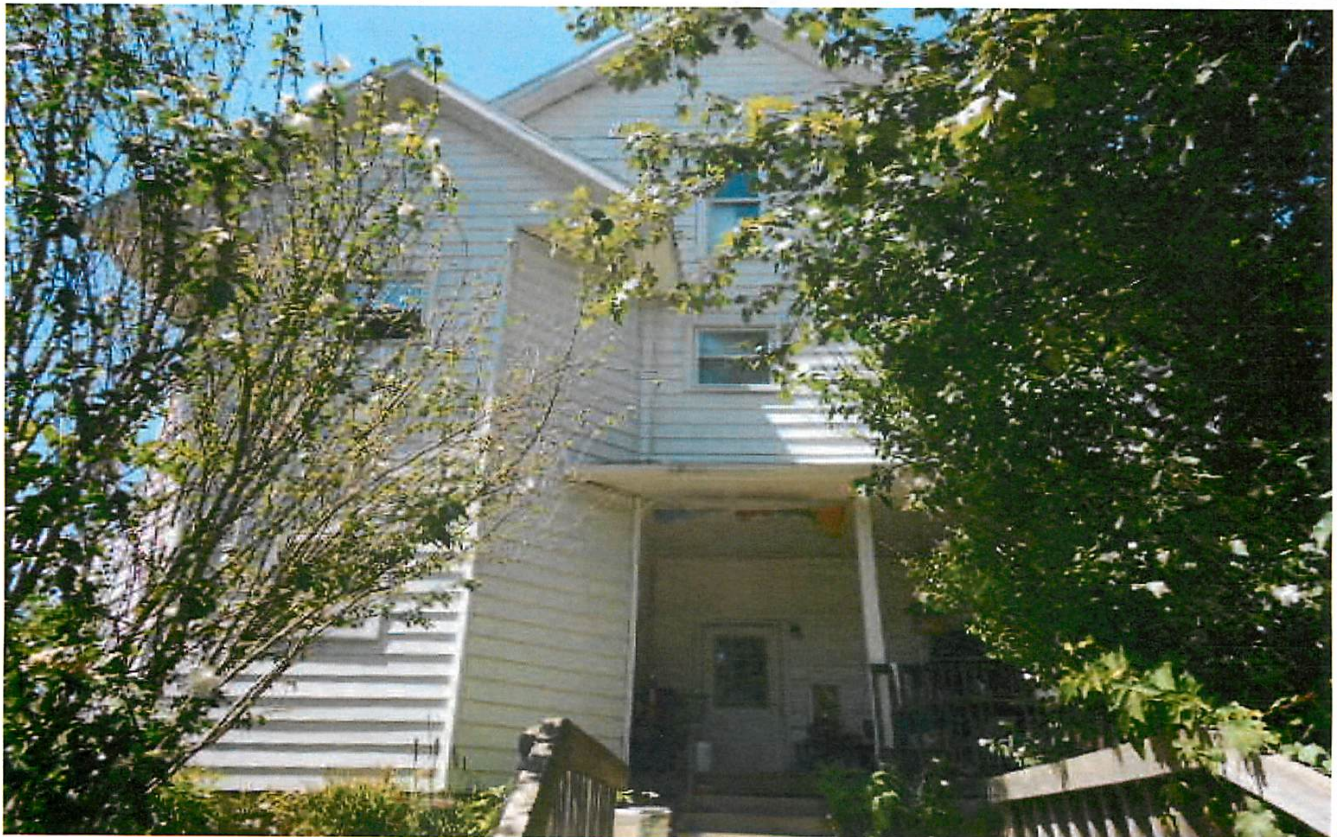
Parcel Information



# PROPERTY CARD

10/5/2016

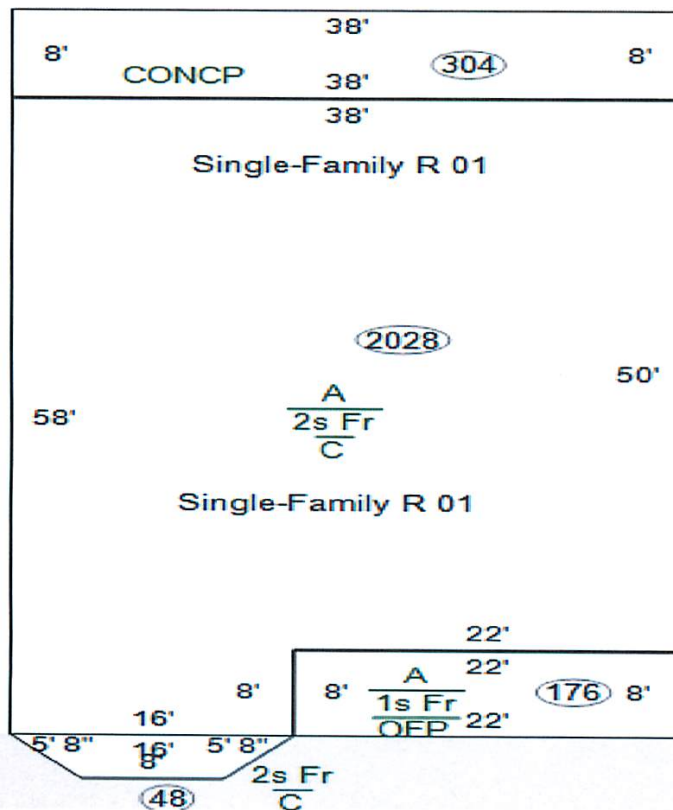
Parcel Information



# PROPERTY CARD

10/5/2016

Parcel Information



# PROPERTY CARD

10/5/2016

## Parcel Information

Parcel Information		Land Description		
		Land Type	Acreage	Dimensions
		11	0.26	
Owner Name	Libey, Maria H A			
Owner Address	1161 S Virginia St Hobart, IN 46342			
Parcel Number	53-08-08-101-003.000-009			
Alt Parcel Number	015-13930-00			
Property Address	321 W Hillside DR, Bloomington, IN 47401			
Property Class Code	419			
Property Class	Other Commercial Housing			
Neighborhood	64 PERRY CITY - BASE - COM, 53009180-009			
Legal Description	015-13930-00 Libey Lot 3 .26 Acre			
Taxing District				
Township	PERRY TOWNSHIP			
Corporation	MONROE COUNTY COMMUNITY			

## Transfer Of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	LIBEY, MARIA H A		0	MI	
1900-01-01	DAY,HAZEL M & DEWEY H		0	MI	
1900-01-01	UNKNOWN			WD	

## Valuation Record

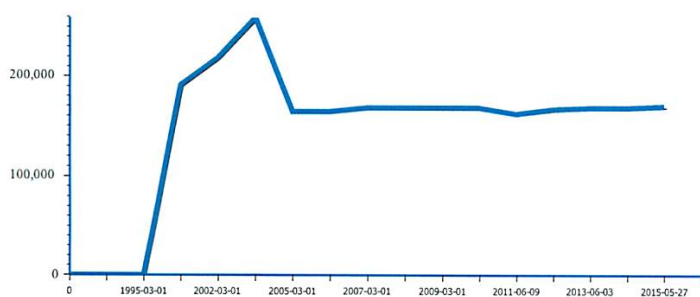
Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2016-05-02	Annual Adjustment	29900	139,600.00	169,500.00
2015-05-27	GENERAL REVALUATION	29900	138,300.00	168,200.00
2014-05-15	Annual Adjustment	29900	138,100.00	168,000.00
2013-06-03	Annual Adjustment	29900	136,600.00	166,500.00
2012-06-22	Annual Adjustment	29900	132,200.00	162,100.00
2011-06-09	Annual Adjustment	29900	138,300.00	168,200.00
2010-03-01	Annual Adjustment	29900	138,300.00	168,200.00
2009-03-01	MISCELLANEOUS	29900	138,300.00	168,200.00
2008-03-01	MISCELLANEOUS	29900	138,300.00	168,200.00
2007-03-01	MISCELLANEOUS	26000	138,300.00	164,300.00

# PROPERTY CARD

10/5/2016

## Parcel Information

2006-03-01	MISCELLANEOUS	26000	138,300.00	164,300.00
2005-03-01	GENERAL REVALUATION	55800	203,300.00	259,100.00
2005-03-01	MISCELLANEOUS	55800	163,100.00	218,900.00
2002-03-01	GENERAL REVALUATION	28300	163,100.00	191,400.00
1999-03-01	MISCELLANEOUS		0.00	0.00
1995-03-01	GENERAL REVALUATION		0.00	0.00
1994-03-01	GENERAL REVALUATION		0.00	0.00



## Sales

Sale Date	Sale Price	Buyer Name	Seller Name
-----------	------------	------------	-------------

## Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

## Exterior Features

Exterior Feature	Size/Area
Patio, Concrete	304
Porch, Open Frame	176

## Special Features

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

## Summary Of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Single-Family R 01	C-1	G	1920		4328

Single-Family R 01

# PROPERTY CARD

10/5/2016

Parcel Information

Accommodations		Plumbing		Other Residential Dwelling	
BedRooms	7	Full Baths	7	Heat Type	Central Warm Air
Finished Rooms	14	Full Baths Fixtures		Fireplaces	
		Half Baths		Attached Garages	
		Half Baths Fixtures			
		Kitchen Sinks	7		

Floors			
Floor	Construction	Base	Finished
C		2076	
1	Wood Frame	2076	2076
2	Wood Frame	2252	2252
A		2204	

# RENT ROLL

Libey September Rent Roll					
Unit	Tenants Name	Rent Due			
321/1		\$535			
321/2		\$425			
321/3		\$595			
321/4		\$465			
321/5		\$525			
321/6		\$525			
321/9		\$525			
1501/1					
1501/2		\$605			
1501/3					
1501/4		\$550			
1501/5		\$605			
1501/6		\$605			
Totals		\$5,960			

# 2015 EXPENSES

Prepared for:

Libey Enterprises

1501 S. Madison  
321 W. Hillside

Parker Real Estate Management

P.O. Box 1112  
Bloomington, IN 47402-1112

	December 2015	Jan - Dec 15
Income		
Rent	1,945.00	61,725.77
Total Income	1,945.00	61,725.77
Gross Profit	1,945.00	61,725.77
Expense		
MAINTENANCE EXPENSE		
Carpet Cleaning	-	(169.25)
Cleaning	-	372.50
Common Area Cleaning	140.00	2,870.00
Maintenance Labor	220.00	5,395.55
Maintenance Lawn	-	240.00
Maintenance Material	-	1,606.38
Maintenance Subcontract	22,477.45	43,667.28
Painting	-	2,415.00
Pest Control - Special	-	-
Snow Removal	-	1,050.00
Total MAINTENANCE EXPENSE	22,837.45	57,447.46
GENERAL AND ADMIN EXPENSE		
Insurance Premiums	646.98	7,687.70
Trash Removal	60.00	715.00
Advertising	199.52	1,357.23
Electricity	-	4,935.74
Gas	179.76	4,638.07
Leasing Fees	-	1,427.50
Legal, Accounting & Admin	-	35.00
Liability Insurance	(14,680.51)	(36,363.40)
Management Commission	155.60	4,938.06
Water & Sewer	232.78	2,675.66
Total GENERAL AND ADMIN EXPENSE	(13,205.87)	(7,953.44)
Total Expense	9,631.58	49,494.02
Net Income	(7,686.58)	12,231.75
		Less \$3,303 RE tax-1501
		\$3,472 RE tax-321
		\$5,456.75 NET

# TITLE COMMITMENT



CHICAGO TITLE  
INSURANCE COMPANY

File No.: 56000-01AT

## COMMITMENT FOR TITLE INSURANCE

Issued by

### CHICAGO TITLE INSURANCE COMPANY

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

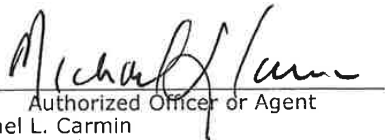
This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

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

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

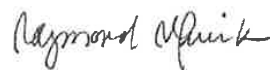
By:

  
Authorized Officer or Agent

Michael L. Carmin  
Capstone Title Partners  
116 West 6th St., Suite 200  
Bloomington, IN 47404  
Tel: 812-323-3080  
Fax: 812-331-4511



By:



President

Attest:



Secretary



## CONDITIONS

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



# TITLE COMMITMENT

## CAPSTONE TITLE PARTNERS

116 W. 6<sup>th</sup> Street, Suite 200  
Post Office Box 3234  
Bloomington, IN 47402-3234

COMMITMENT (ALTA 2006) (Adopted 6-17-06)

SCHEDULE A

COMMITMENT NO.

EFFECTIVE DATE

56000-01AT

October 7, 2016 @ 3:00 p.m.

Prepared for:

Maria H. A. Libey

Inquiries Should be Directed To:

Michael L. Carmin

- |     |  | Amount |
|-----|--|--------|
| 1.  | Policy or Policies to be issued:   |        |
| (a) | ALTA Owners Policy-Form-2006   | \$TBD  |
|     | Proposed Insured:  | TBD    |
| (b) | ALTA Loan Policy-2006  | \$TBD  |
|     | Proposed Insured:  | TBD    |
| 2.  | The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple, and title thereto is at the effective date hereof vested in:            |        |
|     | Maria H. A. Libey  |        |
| 3.  | The land referred to in this Commitment is located in the County of Monroe, State of Indiana, and described as follows:  |        |
|     | Lot Number Three (2) in the Libey Subdivision, as shown by the recorded plat thereof, recorded in Plat Cabinet "C", Envelope 245, in the office of the Recorder of Monroe County, Indiana. |        |
|     | Parcel No. 015-32595-00 (53-08-08-101-002.000-009)   |        |
|     | Commonly known as 1501 S. Madison St., Bloomington, IN 47403   |        |

End of Schedule A

This Commitment is valid only if Schedule B is attached.

## SCHEDULE B

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**COMMITMENT NO.: 56000-01AT**

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Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered, and duly filed for record.

1. TBD

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

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

Note for information: In a Residential Real Estate Transaction, a Closing Protection Letter ("CPL"), will be issued to the Buyer, Seller, Borrower and Lender at the applicable rates established by Chicago Title Insurance Company, and in a Commercial Real Estate Transaction, said ("CPL") will be issued to the Lender and upon request to the Borrower, when a title policy is issued by Capstone Title Partners on behalf of Chicago Title Insurance Company and where Capstone Title Partners will also act as a Settlement or Closing Agent.

- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. Defects, liens, encumbrances, adverse claims or other matters, if any, created and 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 thereon covered by this Commitment.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2, and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

**General Exceptions:**

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. 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.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

# TITLE COMMITMENT

**F. Special Exceptions:**

1. Taxes for the year 2015, due and payable in 2016, are levied as follows: Perry City Township; Duplicate No. 015-32595-00 (53-08-08-101-002.000-009) in the name of Maria H. A. Libey; Libey Lot 2; Value of Land -\$52,900.00; Value of Improvements -\$107,100.00; Exemptions \$ -0-; 1<sup>st</sup> installment -\$1,651.12 PAID; 2<sup>nd</sup> installment - \$1,651.12 UNPAID.  
  
Taxes for the year 2016 due and payable in 2017 and all subsequent taxes and assessments.
2. Rights-of-way for drainage ditches, tiles, feeders and laterals, if any.
3. Rights of the State of Indiana, the municipality and the public in and to that part of the land which may fall in the public roads, together with public utilities therein.
4. All covenants, conditions, restrictions, easements, and encumbrances in the plat of Libey Subdivision, as shown by the recorded plat thereof recorded in Plat Cabinet "C", Envelope 245, in the office of the Recorder of Monroe County, Indiana, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
5. Subject to the rights of Lot 3 to use the access and parking easement as per the plat of Libey Subdivision, as recorded May 27, 1998, in Plat Cabinet "C", Envelope 245, in the office of the Recorder of Monroe County, Indiana

End of Schedule B

399580/56000-01AT

Effective Date: 5/1/2008

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

# TITLE COMMITMENT

Effective Date: 5/1/2008

Disclosure to Affiliated Companies — We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties — We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

## **Confidentiality and Security of Personal Information**

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

## **Access to Personal Information/**

### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

## **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

## CAPSTONE TITLE PARTNERS

### PRIVACY POLICY

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

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

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

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

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

#### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

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

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and

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

One of our important responsibilities is to record documents in the public domain. Such documents may contain your Personal information.

# TITLE COMMITMENT



CHICAGO TITLE  
INSURANCE COMPANY

File No.: 56000-02AT

## COMMITMENT FOR TITLE INSURANCE

Issued by

### CHICAGO TITLE INSURANCE COMPANY

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

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

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

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

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

By:   
Authorized Officer or Agent

Michael L. Carmin  
Capstone Title Partners  
116 West 6th St., Suite 200  
Bloomington, IN 47404  
Tel: 812-323-3080  
Fax: 812-331-4511



### CHICAGO TITLE INSURANCE COMPANY

By: 

President

Attest:



Secretary



# TITLE COMMITMENT

## CONDITIONS

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





# TITLE COMMITMENT

**CAPSTONE TITLE PARTNERS**

116 W. 6<sup>th</sup> Street, Suite 200  
Post Office Box 3234  
Bloomington, IN 47402-3234

<b>COMMITMENT (ALTA 2006) (Adopted 6-17-06)</b>	<b>SCHEDULE A</b>
<b>COMMITMENT NO.</b>	<b>EFFECTIVE DATE</b>
56000-02AT	October 7, 2016 @ 3:00 p.m.

**Prepared for:**  
Maria H. A. Libey

**Inquiries Should be Directed To:**  
Michael L. Carmin

- | 1.  | Policy or Policies to be issued:    | Amount       |
|-----|-------------------------------------|--------------|
| (a) | <b>ALTA Owners Policy-Form-2006</b> | <b>\$TBD</b> |
|     | Proposed Insured:                   | <b>TBD</b>   |
| (b) | <b>ALTA Loan Policy-2006</b>        | <b>\$TBD</b> |
|     | Proposed Insured:                   | <b>TBD</b>   |
2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple, and title thereto is at the effective date hereof vested in:
- Maria H. A. Libey**
3. The land referred to in this Commitment is located in the County of Monroe, State of Indiana, and described as follows:
- Lot Number Three (3) in the Libey Subdivision, as shown by the recorded plat thereof, recorded in Plat Cabinet "C", Envelope 245, in the office of the Recorder of Monroe County, Indiana.
- Parcel No. 015-13930-00 (53-08-08-101-003.000-009)  
Commonly known as 321 W. Hillside Dr., Bloomington, IN 47403

End of Schedule A

This Commitment is valid only if Schedule B is attached.

# TITLE COMMITMENT

## SCHEDULE B

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**COMMITMENT NO.: 56000-02AT**

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Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered, and duly filed for record.

1. TBD

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

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

Note for information: In a Residential Real Estate Transaction, a Closing Protection Letter ("CPL"), will be issued to the Buyer, Seller, Borrower and Lender at the applicable rates established by Chicago Title Insurance Company, and in a Commercial Real Estate Transaction, said ("CPL") will be issued to the Lender and upon request to the Borrower, when a title policy is issued by Capstone Title Partners on behalf of Chicago Title Insurance Company and where Capstone Title Partners will also act as a Settlement or Closing Agent.

- B. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- C. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- D. Defects, liens, encumbrances, adverse claims or other matters, if any, created and 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 thereon covered by this Commitment.
- E. Any Owner's Policy issued pursuant hereto will contain under Schedule B the General Exceptions set forth below. Any Loan Policy will contain under Schedule B General Exceptions 1, 2, and 3 unless a satisfactory survey is furnished; General Exception 4 will appear unless satisfactory evidence is furnished that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

**General Exceptions:**

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. 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.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

# TITLE COMMITMENT

**F. Special Exceptions:**

1. Taxes for the year 2015, due and payable in 2016, are levied as follows: Perry City Township; Duplicate No. 015-13930-00 (53-08-08-101-003.000-009) in the name of Maria H. A. Libey; Libey Lot 3; Value of Land -\$29,900.00; Value of Improvements -\$138,300.00; Exemptions \$-0-; 1<sup>st</sup> installment -\$1,735.74 PAID; 2<sup>nd</sup> installment - \$1,735.74 UNPAID.  
  
Taxes for the year 2016 due and payable in 2017 and all subsequent taxes and assessments.
2. Rights-of-way for drainage ditches, tiles, feeders and laterals, if any.
3. Rights of the State of Indiana, the municipality and the public in and to that part of the land which may fall in the public roads, together with public utilities therein.
4. All covenants, conditions, restrictions, easements, and encumbrances in the plat of Libey Subdivision, as shown by the recorded plat thereof recorded in Plat Cabinet "C", Envelope 245, in the office of the Recorder of Monroe County, Indiana, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
5. Subject to the rights of Lot 2 to use the access and parking easement as per the plat of Libey Subdivision, as recorded May 27, 1998, in Plat Cabinet "C", Envelope 245, in the office of the Recorder of Monroe County, Indiana

End of Schedule B

399582/56000-02AT

Effective Date: 5/1/2008

Fidelity National Financial, Inc.  
**Privacy Statement**

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

**Personal Information Collected**

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

**Disclosure of Personal Information**

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

# TITLE COMMITMENT

Effective Date: 5/1/2008

Disclosure to Affiliated Companies — We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties — We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

## **Confidentiality and Security of Personal Information**

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

## **Access to Personal Information/**

### **Requests for Correction, Amendment, or Deletion of Personal Information**

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer  
Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, FL 32204

## **Changes to this Privacy Statement**

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

## CAPSTONE TITLE PARTNERS

### PRIVACY POLICY

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

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

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

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

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

#### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

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

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and

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

One of our important responsibilities is to record documents in the public domain. Such documents may contain your Personal information.

# SAMPLE CONTRACT



**Coffey Realty  
& Auction**

## REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 30th day of November, 2016, by and between Maria Libey 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: 321 W Hillside Dr  
in the City of Bloomington, County of Monroe, and State of Indiana.

Legally described as: 015-13930-00 LIBEY LOT 3 .26 ACRES

Buyer herewith agrees to deposit with Capstone Title Partners, \$ 25,000.00 dollars, as non-refundable earnest money deposit, and the balance of the purchase price will be due on delivery of clear title.

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

Seller will furnish the buyer with an Owner's Policy of Title Insurance at closing.

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

Closing shall take place on or before December 15, 2016 and shall take place at the office of Capstone Title Partners, 116 W 6<sup>th</sup> 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 payment / earnest money as liquidated damages for the breach of this agreement.

# SAMPLE CONTRACT

"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 12% 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 1, 2016 at 5:00pm

## Purchased By:

\_\_\_\_\_  
*Buyer* Date \_\_\_\_\_

\_\_\_\_\_  
*Printed* Phone \_\_\_\_\_  
Buyer Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
*Buyer* Date \_\_\_\_\_

\_\_\_\_\_  
*Printed* Phone \_\_\_\_\_  
Buyer Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
*Buyer's Agent* Date \_\_\_\_\_

\_\_\_\_\_  
*Printed* Phone \_\_\_\_\_  
Agent Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Names for Deed:** \_\_\_\_\_

## Accepted By:

\_\_\_\_\_  
*Seller* Date \_\_\_\_\_

Maria Libey  
*Printed* Time: \_\_\_\_\_

\_\_\_\_\_  
*Seller* Date \_\_\_\_\_

*Printed*

# SAMPLE CONTRACT



Coffey Realty  
& Auction

## PROMISSORY NOTE

**321 W Hillside Dr, Perry Township  
Monroe County, Bloomington, Indiana 47403**

\$25,000.00

Amount

November 30, 2016

Date

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

**Capstone Title Partners**

116 W 6<sup>th</sup> St

Bloomington, IN 47401

The Sum of Twenty-Five-Thousand----- dollars

(\$25,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2016  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2016  
Date

# SAMPLE CONTRACT



**Coffey Realty  
& Auction**

## REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 30th day of November, 2016, by and between  
Maria Libey 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: 1501 S Madison St  
in the City of Bloomington, County of Monroe, and State of Indiana.

Legally described as: 015-32595-00 LIBEY LOT2; .46A

Buyer herewith agrees to deposit with Capstone Title Partners, \$ 25,000.00 dollars, as non-refundable  
earnest money deposit, and the balance of the purchase price will be due on delivery of clear title.

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

Seller will furnish the buyer with an Owner's Policy of Title Insurance at closing.

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

Closing shall take place on or before December 15, 2016 and shall take place at the  
office of Capstone Title Partners, 116 W 6<sup>th</sup> 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 payment / earnest money as liquidated damages for the breach of this agreement.

# SAMPLE CONTRACT

“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.”

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**High Bid Selling Price** \$ \_\_\_\_\_ .00

**Plus 12% 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 1, 2016 at 5:00pm

## Purchased By:

\_\_\_\_\_  
*Buyer* Date \_\_\_\_\_

\_\_\_\_\_  
*Printed* Phone \_\_\_\_\_  
Buyer Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
*Buyer* Date \_\_\_\_\_

\_\_\_\_\_  
*Printed* Phone \_\_\_\_\_  
Buyer Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
*Buyer's Agent* Date \_\_\_\_\_

\_\_\_\_\_  
*Printed* Phone \_\_\_\_\_  
Agent Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**Names for Deed:** \_\_\_\_\_

## Accepted By:

\_\_\_\_\_  
*Seller* Date \_\_\_\_\_  
*Maria Libey* Time: \_\_\_\_\_  
*Printed*

\_\_\_\_\_  
*Seller* Date \_\_\_\_\_  
*Printed*

# SAMPLE CONTRACT



Coffey Realty  
& Auction

## PROMISSORY NOTE

**5101 S Madison St, Perry Township  
Monroe County, Bloomington, Indiana 47403**

\$25,000.00

Amount

November 30, 2016

Date

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

**Capstone Title Partners**

116 W 6<sup>th</sup> St

Bloomington, IN 47401

The Sum of Twenty-Five-Thousand----- dollars

(\$25,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2016  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2016  
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

**JIMMIE DEAN COFFEY**

(812) 287-7016

JCOFFEY@UNITEDCOUNTRYIN.COM



**Coffey Realty  
& Auction**

**TIM ELLIS**

(812) 322-3514

TIM@TIMELLISREALTORS.COM



UNITEDCOUNTRYIN.COM