

# **REAL ESTATE AUCTION**

1890 SOUTH WALNUT STREET | BLOOMINGTON, INDIANA



#### **PROPERTY DETAILS:**

23 until apartment building 22 one bedroom units 1 two bedroom unit 100% leased City occupancy permit to 1/11/25





Tim Ellis: 812.322.3514 Jimmie Dean Coffey: 812.360.6005



Seller: A-1 Town Homes & Apts, LLC | Lic. #AU 19600056

Estate

## PACKET INDEX





LOCATION MAP TERMS + CONDITIONS FINANCIALS RENT ROLL OCCUPANT PERMIT TITLE COMMITTMENT BID CERTIFICATION SAMPLE CONTRACT

### AUCTION MANAGER

TIM ELLIS: 812.322.3514 | TIM@TIMELLISREALTORS.COM JIMMIE DEAN COFFEY | 812.360.6005 | JCOFFEY@UNITEDCOUNTRYIN.COM CODY COFFEY | 812.360.8383 | CCOFFEY@UNITEDCOUNTRYIN.COM

### DISCLAIMER

All Information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. United Country -Coffey Realty & Auction assumes no liability for the information provided.

SELLER: A-I TOWN HOMES & APTS, LLC | LIC. #AU 19600056

## LOCATION MAP



### TERMS + CONDITIONS

#### **TERMS & CONDITIONS**

#### A-1 Town Homes & Apartments - Real Estate Auction

#### 1890 S. Walnut Street Bloomington, IN 47401

#### Legal Description

015-44070-00 PT SW NW 9-8-1W .48; PLAT 56

- The property will be sold at Public "Online Internet Auction", ending Wednesday June 16, 2021 at 3:00pm (soft close)
- > The property will be sold subject to seller's confirmation (sells with reserve).
- > Property sells As-Is with no warranties expressed or implied
- > 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
- Buyer's Premium
  - A <u>10%</u> buyer's premium will be added to the final bid and charged to the buyer, the final bid plus the 10% Buyer's premium will establish the final sales price.
- A down payment of \$50,000.00 must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the auction contract by the sellers. Down payment will be payable to John Bethel <u>Title Co.</u> The down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing. The balance of the purchase price will be due via a wire transfer to the closing company, on delivery of insurable title on or before July 16, 2021.
  - 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: John Bethell Title Co. 2626 S Walnut St. Bloomington, IN 47401
  - Closing fee will be paid by the buyer.
  - Closing will be held on or before July 16, 2021
- Possession will be granted at final closing.
- The successful Bidder shall execute electronically an "Auction Real Estate Sales Contract" for the property immediately after being declared the Successful Bidder by the Auctioneer.
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property.
  - o Further; Property sells as-is with no warranties expressed or implied
- United Country Coffey Realty & Auction, Tim Ellis Realtors & Auctioneers and their representatives are exclusive agents of the Seller.
- All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material.
- All information was gathered from reliable sources and is believed to be correct as of the date this brochure is published; however, the seller or auctioneers have not independently verified this information. Auction plats and drawings are not to be relied on ad 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.

### TERMS + CONDITIONS

#### SALE SITE: Internet Only

#### VIEWING INSTRUCTIONS: By Appointment

The viewing of the property will be at the viewer's own risk. The Seller, Auctioneer nor the Listing Agency may not be held responsible for accidents.

For questions call or text Tim Ellis, Jimmie Dean Coffey or Cody Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 322-3514 Tim's cell or (812) 360-6005 Jimmie Dean's cell or (812) 360-8383 Cody's cell.

I do hereby agree to these Auction Terms & Conditions.

Seller A-1 Town Homes & Apartments, LLC	Date
Bidder	Date
Bidder	Date
Buyer	Date
Buyer	Date

### FINANCIALS

#### 1890 S. Walnut Street - Bloomington, IN

#### **Financial Statement**

1890 South Walnut Rental Income / Expense Summary	2014	2015	2016	2017	2018	YTC 2019	0 Nov 30 + Est Dec 2020	2021 Plan
Maximum Rent Availble at Stated Rates	115,830	122,688	122,688	126,630	124,200	124,200	118,200	146,100
Maximum Kent Availble at Stated Rates	115,850	122,088	122,088	120,030	124,200	124,200	118,200	146,100
Actual Reported Rental Income + Pet Fees	108,596	128,028	126,950	129,225	120,073	120,685	117,013	
Pet Deposits and Forfeited Deposits *	4,146	3,358	2,437	3,624	926	2,787	171	
Bad Debts write off *	(976)	(3,600)	(848)			(3,005)		
Total Rental Income	111,766	127,786	128,539	132,849	120,999	120,467	117,184	146,100
Rental Income to Max Available (%)	96%	104%	105%	105%	97%	97%	99%	
Expenses								
Advertising								
Property Taxes	11,898	12,026	12,406	12,458	12,676	12,798	12,854	13,000
Management fee at 7%	7,602	8,962	8,887	9,046	8,405	8,448	8,191	10,227
Share of Insurance *	4,716	5,014	4,754	5,258	5,251	5,733	5,221	5,500
Utilities	12,755	10,160	9,282	12,202	21,312	17,544	14,499	15,000
Recurring Repairs/Maintenance	4,967	3,227	4,730	5,270	5,134	5,994	3,934	5,000
Trash	1,021	1,763	2,024	2,453	2,677	3,183	3,701	3,500
Cleaning (+2020 remediation)	860	300	810	950	200	1,230	12,854	500
Other	95	-	-					
Total Rental Expenses	43,914	41,452	42,893	47,637	55,655	54,930	61,254	52,727
Net Rental Income	67,852	86,334	85,647	85,212	65,344	65,537	55,930	93,373
Large Repairs	7,000	15,000	25,000	37,000	15,000	40,000	60,000	
Capitalized Improvements	13,749	15,745		19,650				
Total Cost Basis of property/land before depreciation	579,560	595,305	595,305	614,955	614,955	614,955	614,955	

Those marked \* are 20% of admin prior to 2017 and 15% of admin post 2017 2018 & 2019 had 1 drug contaminated apartment (2 in 2020) unable to rent that were remediated in fall, 2020

### RENT ROLL

### 1890 South Walnut Street

#### as of 4/29/2021

#### Rent Roll

Unit #		Rent	Exp. Date			
A	\$	600.00	5/31/2021			
В	\$	525.00	11/30/2021			
С	\$	725.00	10/31/2021			
1	\$	500.00	4/30/2021			
2	\$	525.00	3/31/2022			
3	\$	525.00	3/31/2022			
4	\$	500.00	7/14/2021			
5	\$	500.00	7/31/2021			
6	\$	500.00	3/31/2022			
7	\$	500.00	11/14/2021			
8	\$	500.00	6/30/2021			
9	\$	500.00	12/31/2021			
10	\$	500.00	9/30/2021			
11	\$	500.00	7/14/2021			
12	\$	500.00	9/30/2021			
13	\$	500.00	12/3/2021			
14	\$	500.00	2/8/2022			
15	\$	500.00	2/28/2022			
16	\$	500.00	6/30/2021			
17	\$	525.00	4/31/2022			
18	\$	520.00	6/30/2021			
19	\$	500.00	1/31/2022			
20	\$	500.00	10/14/2021			
	\$ 1	1,945.00				

### CCUPANCY PERMIT

Rental Permit



#### City of Bloomington Housing and Neighborhood Development

A COPY OF THIS PERMIT AND THE RENTAL FILE ARE AVAILABLE FOR THE PUBLIC TO VIEW DURING REGULAR BUSINESS HOURS AT THE HOUSING AND NEIGHBORHOOD DEVELOPMENT OFFICE

#### **RESIDENTIAL RENTAL OCCUPANCY PERMIT** HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT City of Bloomington, Indiana

01/13/2021

Zone MC

https://apps.bloomington.in.gov/rentpro/Permit?id=1048

Location: 1890 S Walnut ST

Owner: Robert A. Tamborrino P.O. Box 145 Bloomington, IN 47402

Structures/Units: 1/23

Inspector: Mike Arnold

Structure Units		Bedrooms per Unit	Max Occupant Load per Unit			
20	1	5				
1	2	- 1	5			
1	1	2	5			

The permit certifies compliance with the provision of Title 16 of the Bloomington Municipal Code, "Bloomington Residential Rental Unit and Lodging Establishment Inspection Program", and does not represent compliance with any other Title of the Bloomington Municipal Code or other relevant statutes or ordinances, particularly in regards to laws which regulate the zoning of this property. No change of use shall be made in this location without the prior approval of the applicable departments.

Date Inspected: 08/18/2020

Date Complied: 01/11/2021

PERMIT EXPIRES: 01/11/2025

Housing Official

A copy of the permit must be displayed on the inside of the main entrance of the rental units Reminder: Each residential rental unit shall be scheduled to receive a cycle inspection at least sixty days prior to the expiration of its permit. Don't forget to call HAND before

this time. (16.03.040)

www.bloomington.in.gov

Rental Inspections: (812) 349-3420 Neighborhood Division: (812) 349-3421 Housing Division: (812) 349-3401/ 1/13/2021, 3:59 PN

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#### FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA COMMITMENT

SCHEDULE A Revision One - April 28, 2021 COMMITMENT NO. 53-69669

Address Reference: 1890 S. Walnut St. Bloomington, IN 47401

- 1. Commitment Date: April 23, 2021 at 12:00 AM
- 2. Policy (or policies) to be issued:
  - a. ALTA Owners Policy (06/17/06)

Policy Amount \$900,000.00

Proposed Insured: A Legally Qualified Entity Yet To Be Determined

b.

Policy Amount \$

Proposed Insured:

- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the land described or referred to in this Commitment is, at the Commitment Date, vested in:

#### A-1 Town Homes and Apartments, LLC, an Indiana limited liability company

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

Part of the South half of the Northwest quarter of Section 9, Township 8 North, Range 1 West, Perry Township, Monroe County, Indiana, more particularly described as follows:

Beginning at a rebar with cap set 456.67 feet South and 893.99 feet East of the Northwest corner of said half quarter Section; thence South 89 degrees 54 minutes 56 seconds East along the South line of the Nancy A. Young and Jess W. Young property 188.01 feet to a rebar with cap set on the West right-of-way of South Walnut Street; thence South 13 degrees 09 minutes 02 seconds East along said West line 102.31 feet to a rebar with cap; thence South 88 degrees 16 minutes 15 seconds West 217.81 feet to a rebar with cap; thence

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401 Phone: (812)339-8434 Fax: (812)333-5063 Email: customerservice@johnbtitle.com

Commercial Commitment

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#### SCHEDULE A (Continued)

North 03 degrees 27 minutes 19 seconds East 106.67 feet to the point of beginning, containing 0.481 acre, more or less.

John Bethell Title Company, Inc. Authorized Signatory

KMCG

Laura McKinney, Title Examiner

End of Schedule A First American Title Insurance Company

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401 Phone: (812)339-8434 Fax: (812)333-5063 Email:

Commercial Commitment

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#### SCHEDULE B - SECTION I REQUIREMENTS

#### COMMITMENT NO. 53-69669

The following requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. 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. We should be furnished a copy of the mutual release executed by A-1 Town Homes and Apartments, LLC and Dan Gupta, re: the purchase agreement dated April 12, 2021.
- We must be furnished with a fully executed copy of an Offer to Purchase for Pt SW NW 9-8-1W; .48A.
- 3. Execution and recordation of a Warranty Deed from A-1 Town Homes and Apartments, LLC, an Indiana limited liability company, to A Legally Qualified Entity Yet To Be Determined.
- Vendor's Affidavit in satisfactory form executed by A-1 Town Homes and Apartments, LLC, an Indiana limited liability company, should be furnished us at closing.
- Partial release as to the subject property of Mortgage from A-1 Town Homes and Apartments, LLC to Irwin Union Bank and Trust Company, in the amount of \$1,742,500.00 and recorded July 20, 2005 as Instrument No. 2005013954; assigned to First Financial Bank, N.A. by instrument recorded August 23, 2010 as Instrument No. 2010012179.
- Partial release as to the subject property of Mortgage (Revolving line of credit) from A-1 Town Homes and Apartments, LLC to German American Bancorp, in the amount of \$1,575,000.00 and recorded May 21, 2013 as Instrument No. 2013008587. Also, partial release of assignment of rents recorded May 21, 2013 as Instrument No. 2013008591.
- 7. A copy of the Operating Agreement, all Amendments and the Articles of Organization for A-1 Town

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401 Phone: (812)339-8434 Fax: (812)333-5063 Email: customerservice@johnbtitle.com

Commercial Commitment

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#### SCHEDULE B - SECTION II EXCEPTIONS

#### COMMITMENT NO. 53-69669

The policy will include the following Exceptions unless cleared to the satisfaction of the Company:

- 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.
- Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
- 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.
- 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, including utility rights of way.
- 11. Terms and conditions of a non-exclusive easement for ingress and egress as disclosed in a Warranty Deed recorded October 6, 1987 in Deed Record 341, page 55.
- 12. Reciprocal Parking, Use and Maintenance Agreement by and between Regency Apartments, Inc. and Huse-Mobley Properties recorded October 6, 1987 in Miscellaneous Record 179, page 510; and amended by document recorded August 12, 1994 in Miscellaneous Record 227, page 667.
- Temporary Right-of-Way Grant recorded August 26, 1993 in Deed Record 221, page 686.
- 14. Easement in favor of the City of Bloomington Utilities for sewer lines and incidental purposes recorded January 25, 1994 in Deed Record 419, page 174.
- 15. Deed of Easement by and between R. Rex Gambill, Doris Gambill, Lotus Arts, Inc. and Ricky Gene Randolph recorded March 1, 1995 in Deed Record 431, page 307.

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401 Phone: (812)339-8434 Fax: (812)333-5063 Email: customerservice@johnbtitle.com

Commercial Commitment



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#### SCHEDULE B - SECTION I (Continued)

Homes and Apartments, LLC should be furnished to establish the identity and authority of the Managing Member or Members of A-1 Town Homes and Apartments, LLC to complete the proposed transaction.

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., 2626 South Walnut Street, Bloomington, IN 47401 Phone: (812)339-8434 Fax: (812)333-5063 Email:

Commercial Commitment

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#### SCHEDULE B - SECTION II (Continued)

16. Rights of tenants in possession as tenants only under unrecorded leases.

17. Taxes for the year 2020 due and payable 2021 a lien now PAYABLE. Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4. Taxing Authority: Perry-City Township. Duplicate Number: 53-08-09-200-070.000-009. Assessed Value - Land: \$180,000; Improvements: \$428,700; Exemptions: \$0, Credits: \$0 May installment in the amount of \$6,290.61 is UNPAID; November Installment in the amount of \$6,290.61 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 \$12,581.22.

18. Taxes for the year 2021 payable 2022 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. This commitment is not binding on the company until such time as the proposed insured and policy amounts are specifically identified in Schedule A, Paragraph 2. Persons and entities not listed 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.

#### End of Schedule B - II First American Title Insurance Company

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401 Phone: (812)339-8434 Fax: (812)333-5063 Email:

Commercial Commitment

## BID CERTIFICATION

Internal Office Use Received \_\_\_\_\_\_ Date \_\_\_\_\_

Time

By



#### **BID CERTIFICATION**

Approved By

#### I acknowledge this is a confirmation auction and that my offer will be subject to the Seller's approval.

By signing this certification and returning it to the offices of United Country Real Estate | Coffey Realty & Auction, or an employee therein. I hereby certify that:

- 1. I acknowledge that I have received a complete Bidders Packet.
- 2. I have read the auction rules and bidding format as set out by the Auctioneers and contained in the Bidder's Packet and I completely understand them.
- 3. I understand that the terms and conditions of the auction will be strictly enforced and that there will be no exceptions.
- 4. I currently have sufficient funds to meet the "Deposit" and "Further sum" requirements as called for by the "Real Estate Auction Purchase Contract".
- 5. I have examined the proposed "Real Estate Auction Purchase Contract" given to me as part of the Bidder's Packet and understand that it is a legally binding contract and is not contingent upon financing or anything else.
- 6. I understand that if I am the successful bidder, I will be required to sign the Real Estate Auction Purchase Contract immediately upon notice of being the successful bidder. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
- 7. I understand that an 11% Buyers Premium will be added to my final bid and is due in addition to my final bid to complete the final purchase price.
- 8. I understand that the Auctioneers are working for the Seller and there is no relationship of dual agency.
- 9. I understand that my registration for the auction will not be accepted without providing ALL of the information below and signing and returning a copy of the Terms & Conditions of this auction and by doing so you are agreeing to the terms of the auction.
- 10. I understand that I am responsible for the down payment and that my credit card below will be charged for the deposit if the wire transfer is not received by the time stated on the terms and conditions of the auction.

> Return to: 434 South Walnut Street, Bloomington, IN 47401 Phone: (812) 822-3200 E-mail: jcoffey@UnitedCountryIN.com cc: pcoffey@UnitedCountryIN.com

## SAMPLE CONTRACT



#### REAL ESTATE AUCTION PURCHASE CONTRACT

 This Contract of sale made and entered this \_\_\_\_\_\_day of \_\_\_\_\_\_2021, by and between

 <u>A-1 Town Homes & Apartments, LLC</u>

 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: <u>1890 S. Walnut St. – Bloomington, IN</u> in the City of Bloomington, County of Monroe, and State of Indiana.

Legally described as:

• 015-44070-00 PT SW NW 9-8-1W .48; PLAT 56

Buyer herewith agrees to deposit with John Bethell Title Company, Inc., <u>\$ 50,000.00</u> 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 July 16, 2021 and shall take place at the office of John Bethell Title Co. 2626 S Walnut St. Bloomington, IN 47401

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.

434 S Walnut St, Bloomington, IN (812) 822-3200 phone UnitedCountryIN.com

### SAMPLE CONTRACT

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. "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

High Bid Selling Price	\$					
Plus 10% Buyer's Premium	\$	_				
		Total Purch	ase Pric	e <u>\$</u>		
Less Down Payment	\$	3				
		Total Due at	t Closing	<b>5</b>		
This offer will expire if not a	ccepted on or b					
Purchased By:						
				Data		
Buyer			-	Date		
			Phone_			
Printed Buyer Address:		City			State IN	Zip
Buyer			-	Date		
			_	Phone_		
Printed Buyer Address:		City			State	Zin
Dayor radioss						
			_	Date		
Buyer's Agent				<b>D</b> 1		
Printed			_	Phone_		
Agent Address:		_City			_State	Zip
Names for Deed:						
Accepted By:						
				Data		
Seller						
<u>A-1 Town Homes &amp; Apartments, I</u> Printed	LC		_	Time:		
				Date		
Seller			_	Duro		
Printed			_			
		lnut St, Bloon		IN		
		12) 822-3200 ph nitedCountryIN.c				

### SAMPLE CONTRACT



#### **PROMISSORY NOTE**

A-1 Town Homes & Apartments, LLC 1890 S. Walnut Street City of Bloomington, County of Monroe, State of Indiana

\$ 50,000.00

Amount

, 2021 Date

FOR VALUE RECEIVED, the undersigned promises to pay by wire transfer to the Order of: John Bethell Title Company, Inc. 2626 S Walnut St. Bloomington, IN 47401

The Sum of <u>Fifty Thousand dollars and 00/100------</u> (\$50,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

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

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

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

Signature

2021

Signature

Date

Date

434 S Walnut St, Bloomington, IN (812) 822-3200 phone UnitedCountryIN.com