

# Coffey Realty & Auction





BIDDING ENDS: DECEMBER 16TH AT 6 PM EDT

812.822.3200 UNITEDCOUNTRYIN.COM

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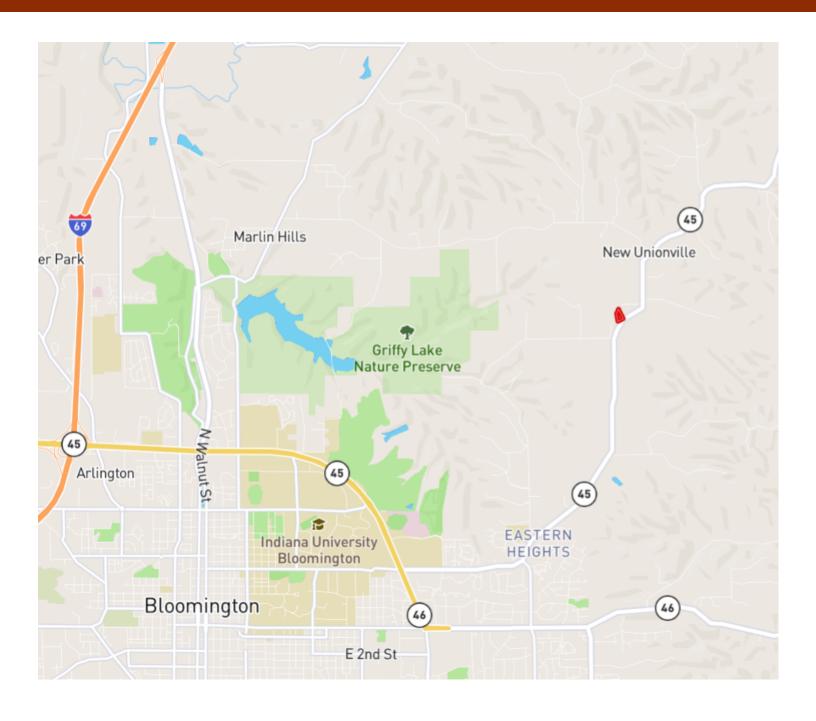
AUCTION MANAGER

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 - Oklahoma Land & Auction assumes no liability for the information provided.

# LOCATION MAP



## AERIAL MAP



### TERMS & CONDITIONS

#### Exhibit B - Terms & Conditions:

#### **TERMS & CONDITIONS**

#### Fox - Real Estate Auction

#### 5611 E State Road 45, Bloomington, In 47408 & 3487 E Saddlebrook Ct, Bloomington, In 47401

012-21870-00 PT SE NE 24-9-1W 1.50A PLAT 49 & 014-30692-01 Saddlebrook at Stoneridge Amendment 12 Lot 1

- > The property will be sold at Public "Online Internet Auction", ending Thursday December, 2021 at 6:00pm (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
  - An <u>11%</u> buyer's premium will be added to the final bid and charged to the buyer, the final bid plus the 11% Buyer's premium will establish the final sales price.
- > A down payment:
  - 5611 E. State Rd 45 Property: \$15,000.00 / 3487 E. Saddlebrook Ct: \$10,000 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 Title Co. 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 Friday January 16, 2022.
  - 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
  - o Closing fee will be paid by the buyer.
  - Closing will be held on or before January 16, 2022
- 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.
  - Further; Property sells as-is with no warranties expressed or implied
- > JDC Group, INC dba United Country Coffey Realty & Auction 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.

SALE SITE: Internet Only

Bidder

#### 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 Jimmie Dean Coffey or Cody Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 360-6005 Jimmie Dean's cell or (812) 360-8383 Cody's cell.

I do hereby agree to these Auction Terms & Conditions.

11/24/21, 9:31 AM

Elevate

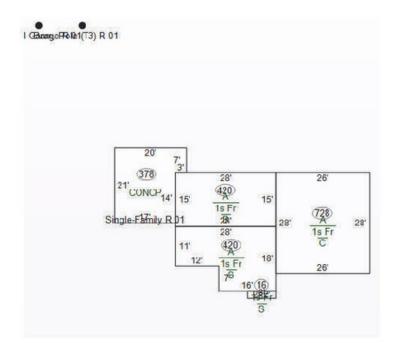
Monroe County, IN 5611 E State Road 45 39 DEGREES NORTH (855) GIS-3939





11/24/21, 9:31 AM Elevate





Parcel Information

11/24/21, 9:31 AM Elevate

Owner Name Fox, Tracy Evan

Owner Address 7000 S Breeden Rd Bloomington, In 47403

Parcel Number 53-05-24-100-016.000-004

Alt Parcel Number 012-21870-00

Property Address 5611 E State Road 45, Bloomington, In 47408-9678

Property Class Code 511

Property Class 1 Family Dwell - Unplatted (0 To 9.99 Acres)

Neighborhood 33C Bloomington Twp - Base - Com/res - A, 53004069-004

Legal Description 012-21870-00 PT SE NE 24-9-1W 1.50A PLAT 49

#### **Taxing District**

Township Bloomington Township

Corporation Monroe County Community

Taxing District Name Bloomington Township

Taxing District Number 004

#### Land Description

Land Type	Acreage	Dimensions
9	1.00	
11	0.50	

#### Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Unknown			Wd	
1900-01-01	Russ, Wm. M. & Laura Lou		0	Mi	
2021-06-25	Fox, Tracy Evan		2021012146	Pr	\$138,000.00

24/21, 9:31 AM Valuation Record			Elevate	
Assessment Date	Reason for Change	Land	Improvements	Total Valuatio
2021-03-19	Annual Adjustment	\$60,000.00	\$91,600.00	\$151,600.00
2020-03-20	Annual Adjustment	\$60,000.00	\$96,200.00	\$156,200.00
2019-03-12	Annual Adjustment	\$60,000.00	\$89,700.00	\$149,700.00
2018-03-21	Annual Adjustment	\$60,000.00	\$89,700.00	\$149,700.00
2017-03-30	Annual Adjustment	\$60,000.00	\$88,800.00	\$148,800.00
2016-05-02	Annual Adjustment	\$60,000.00	\$101,200.00	\$161,200.00
2015-05-27	General Revaluation	\$60,000.00	\$104,500.00	\$164,500.00
2014-05-15	Annual Adjustment	\$60,000.00	\$106,400.00	\$166,400.00
2013-06-03	Annual Adjustment	\$60,000.00	\$103,400.00	\$163,400.00
2012-06-25	Annual Adjustment	\$60,000.00	\$101,200.00	\$161,200.00
2011-06-08	Annual Adjustment	\$60,000.00	\$102,200.00	\$162,200.00
2010-03-01	Annual Adjustment	\$60,000.00	\$102,200.00	\$162,200.00
2009-03-01	Miscellaneous	\$60,000.00	\$102,200.00	\$162,200.00
2008-03-01	Miscellaneous	\$55,000.00	\$102,200.00	\$157,200.00
2007-03-01	Miscellaneous	\$45,000.00	\$102,200.00	\$147,200.00
2006-03-01	Miscellaneous	\$57,500.00	\$101,800.00	\$159,300.00
2005-03-01	Miscellaneous	\$40,100.00	\$113,700.00	\$153,800.00
2005-03-01	General Revaluation	\$40,100.00	\$120,100.00	\$160,200.00
2002-03-01	General Revaluation	\$34,300.00	\$108,500.00	\$142,800.00
1995-03-01	General Revaluation	\$0	\$0	\$0
1994-03-01	General Revaluation	\$0	\$0	\$0
Sales				
Sale Date	Sale Price		Buyer Name	Seller Name
2021-06-22	\$138,000.00		Tracy Evan Fox	Estate Of Laura Lou Rus
Public Utilities				
Water	N			
Sewer	N			
Gas	N			
Electricity	N			

24/21, 9:31 AM			Elevate		
Exterior Features					
Exterior Feature			Size/Area		
Patio, Concrete			378		
Special Features					
Description			Size/Area		
Summary of Improve	ments				
Buildings	Grade	Condition	Construction Year	Effective Year	Area
Detached Garage R 01	D	F	1945	1950	528
Barn, Pole (T3) R 01	С	F	1983	1983	936
Single-family R 01	С	А	1945	1975	3,152
Single-Family R 01					
Accommodations					
Bed Rooms	2				
Finished Rooms	4				
Plumbing					
Full Baths	2				
Full Baths Fixtures	6				
Half Baths					
Half Baths Fixtures					
Kitchen Sinks	1				
Other Residential Dw	elling				
Heat Type	Central Warm Air				
Fireplaces	1				
Attached Garages					
Floors					
Floor	C	onstruction	Base		Finished
1	W	ood Frame	1,584		1,584
A			1,568		1,568
В			420		
С			728		
3			436		

11/24/21, 9:31 AM Elevate



Tax Bill

#### Parcel Information

Parcel Number 53-05-24-100-016.000-004

 Tax ID
 012-21870-00

 Owner Name
 Fox, Tracy Evan

Owner Address 7000 S Breeden Rd Bloomington, In 47403
Legal Description 012-21870-00 PT SE NE 24-9-1W 1.50A PLAT 49

#### 2020 PAY 2021

Deductions

Type Amount

11/24/21, 9:31 AM Elevate

#### **Payments**

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Bloomington Township	Spring Delinquent Penalty	\$29.07	\$0	\$0
Bloomington Township	Spring Delinquent Tax	\$290.73	\$0	\$0
Bloomington Township	Spring Installment	\$1,202.98	\$2,820.86	\$-1,240.86
Spring Other Assessment Delinquent Penalty  Spring Other Assessment Delinquent Tax		\$1.76	\$0	\$0
		\$17.58	\$0	\$0
Bloomington Township	Spring Other Assessment Tax	\$37.88	\$0	\$0
Bloomington Township	Fall Installment	\$1,202.98	\$0	\$0
Bloomington Township	Fall Other Assessment Tax	\$37.88	\$0	\$0
Bloomington Township	Year Total	\$2,405.96	\$2,820.86	\$0
Bloomington Township	Year Total Delinquent Penalty	\$29.07	\$0	\$0
Bloomington Township	Year Total Delinquent Tax	\$290.73	\$2,820.86	\$0
Bloomington Township	Year Total Other Assessment Tax	\$75.76	\$0	\$0

#### 2019 PAY 2020

#### Deductions

Amount
\$3,000.00
\$12,480.00
\$24,395.00
\$24,960.00
\$45,000.00

11/24/21, 9:31 AM Elevate

#### **Payments**

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Bloomington Township	Spring Delinquent Penalty	\$31.14	\$0	\$0
Bloomington Township	Spring Delinquent Tax	\$311.40	\$0	\$0
Bloomington Township	Spring Installment	\$290.73	\$670.19	\$0
loomington Township Spring Other Assessment Delinquent Penalty  Spring Other Assessment Delinquent Tax		\$1.76	\$0	\$0
		\$17.58		\$0
Bloomington Township	Spring Other Assessment Tax	\$17.58	\$0	\$0
Bloomington Township	Fall Installment	\$290.73	\$0	\$323.73
Bloomington Township	Fall Other Assessment Tax	\$17.58	\$0	\$0
Bloomington Township	Year Total	\$581.46	\$670.19	\$323.73
Bloomington Township	Year Total Delinquent Penalty	\$31.14	\$0	\$0
Bloomington Township	Year Total Delinquent Tax	\$311.40	\$670.19	\$0
Bloomington Township	Year Total Other Assessment Tax	\$35.16	\$0	\$0
Bloomington Township	Year Total Penalty And Fees	\$15.42	\$0	\$0

#### 2018 PAY 2019

#### Deductions

Туре	Amount
Mortgage	\$3,000.00
Vet Total Disabi	\$12,480.00
Supplemental Hsc	\$24,395.00
Vet Partial Disa	\$24,960.00
Standard Hmst	\$45,000.00

#### **Payments**

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Bloomington Township	Spring Installment	\$311.40	\$328.98	\$0
Bloomington Township	Spring Other Assessment Tax	\$17.58	\$0	\$0
Bloomington Township	Fall Installment	\$311.40	\$0	\$345.43
Bloomington Township	Fall Other Assessment Tax	\$17.58	\$0	\$0
Bloomington Township	Year Total	\$622.80	\$328.98	\$345.43
Bloomington Township	Year Total Other Assessment Tax	\$35.16	\$0	\$0
Bloomington Township	Year Total Penalty And Fees	\$16.45	\$0	\$0

#### Overlay Report

11/24/21, 9:31 AM Elevate

#### Overlay by Landuse and Soil

PIN 18 53-05-24-100-016.000-004

Total Acreage 1.597
Total Adj. Acreage 1.500

Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Bdb	5	Non-tillable Land	0.705	0.662
Cb	5	Non-tillable Land	0.892	0.838

#### Overlay by Landuse

PIN 18 53-05-24-100-016.000-004

Total Acreage 1.597
Total Adj. Acreage 1.500

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
5	Non-tillable Land	1.597	1.500
Unk		0.000	0.000

### SELLER'S DISCLOSURES

dotloop signature verification: dtlp.us/PaPh-KUqo-ilQh



#### SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

Date (month, dav. vear) 11/24/21

State Form 46234 (R6/6-14)

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available nowthrough this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

					ubmit the form to a prospective buyer befo				
Property address (number and s	treet, city, stat	te, and ZIP co	de) 5611 Eas	t State Roa	d 45, Bloomington, IN 47408				
1. The following are in the condit	ions indicated	5							
A. APPLIANCES	None/Not Included/ Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included Rented	Defective	Not Defective	Do Not Know
Built-in Vacuum System	$\square$				Cistern	Ø			
Clothes Dryer			$\square$		Septic Field/Bed				$\square$
Clothes Washer			$\square$		Hot Tub	abla			
Dishwasher					Plumbing				$\square$
Disposal					Aerator System	abla			
Freezer	$\square$				Sump Pump				
Gas Grill					Irrigation Systems	$\square$			
Hood					Water Heater/Electric	$\square$			
Microwave Oven			$\square$		Water Heater/Gas			$\square$	
Oven					Water Heater/Solar	abla			
Range			abla		Water Purifier				
Refrigerator			$\square$		Water Softener	$\square$			
Room Air Conditioner(s)					Well				
Trash Compactor					Septicand Holding Tank/Septic Mound				$\square$
TV Antenna/Dish					Geothermal and Heat Pump	$\square$			
Other: None	Ø				Other Sewer System (Explain)	☑			
		H	H	믐	Swimming Pool & Pool Equipment	$\square$		П	
		<del></del>	<del> </del>	-				Yes No	Do Not
		H	H	旹	And the extractions commented to a	bliceke e e	unto ma O		Know
B. Electrical	None/Not	Defective	Not	Do Not	Are the structures connected to a p				믐
System	Included/ Rented	Defective	Defective	Know	Are there any additions that may re				
Air Purifier	Kented				the sewage disposal system?				
Burglar Alarm			H	-	If yes, have the improvements been sewage disposal system?	n completed o	on the		
Ceiling Fan(s)		H		$\overline{}$	Are the improvements connected to	o a private/co	mmunity		
Garage Door Opener / Controls	<del>                                     </del>	<u> </u>		$\overline{}$	water system?			<u> </u>	
Inside Telephone Wiring and Blocks/Jacks				☑	Are the improvements connected to sewer system?	None/Not		□ ☑ Not	Do Not
Intercom					D. HEATING & COOLING SYSTEM	Included	Defective	Defective	Know
Light Fixtures		<u> </u>				Rented			
Sauna		<u> </u>		$\overline{}$	Attic Fan		<u> </u>		
Smoke/Fire Alarm(s)	Ø	H	H	$\overline{}$	Central Air Conditioning				
Switches and Outlets		<del></del>			Hot Water Heat				
Vent Fan(s)			☑		Furnace Heat/Gas				
60/100/200 Amp Service					Furnace Heat/Electric				
(Circle one)					Solar House-Heating				
Generator					Woodburning Stove			<u> </u>	
NOTE: Means a condition to effect on the value of the prop					Fireplace		무		
or safety of future occupants	of the proper	ty, or that if	not repaired	, removed	Fireplace Insert				
or replaced would significant normal life of the premises.	tly shorten (	or adversely	affect the	expected	Air Cleaner	☑			
normal life of the premises.					Humidifier				
					Propane Tank				
					Other Heating Source				
disclosure form is not a warranty prospective buyer or owner may the purchaser at settlement tha acknowledge receipt of this Disc	by the owner later obtain. A t the conditio	r or the owner at or before se n of the prop	r's agent, if ar ettlement, the	y, and the co	certifies to the truth thereof, based of isclosure form may not be used as a juried to disclose any material change same as it was when the disclosure	substitute for in the physic	any inspection of	ons or warranti of the property	es that the or certify to
Signature of Seller				dotloop werified 11/24/21 1:58 PM EST ADQC-HVJS-WWG G-AVJ					
Signature of Seller					Signature of Buyer				
The Seller hereby certifies that the	condition of	the property is	substantially	the same as	it was when the Seller's Disclosure for	m was origina	Illy provided to	o the Buyer.	
Signature of Seller (at closing)					Signature of Seller (at closing)				
					1 of 2				

Phone:

## SELLER'S DISCLOSURES

dotloop signature verification: dtlp.us/PaPh-KUqo-ilQh

2. ROOF			DO NOT		ı		
	YES	NO	KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Age, if known 6 Years.				Do structures have aluminum wiring?			
Does the roof leak?				Are there any foundation problems with the structures?		Ø	
s there present damage to the roof? s there more than one layer of shingles on the		☑		Are there any encroachments?			
house?				Are there any violations of zoning, building codes,		<u> </u>	
If yes, how many layers?				or restrictive covenants?  Is the present use of non-conforming use?			
				Explain:			
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW				
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			Ø			☑	
Is there any contamination caused by the				Is the access to your property via a private road?		$\square$	
manufacture or a controlled substance on the property that has not been certified as			☑	Is the access to your property via a public road?	Ø		
decontaminated by an inspector approved under IC 13-14-1-15?				Is the access to your property via an easement?  Have you received any notices by any		☑	
		-		governmental or quasi-governmental agencies affecting this property?			
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?				Are there any structural problems with the building?		Ø	
Explain:				Have any substantial additions or alterations been made without a required building permit?			
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?			☑
				Is there any damage due to wind, flood, termites, or rodents?			Ø
				Have any structures been treated for wood destroying insects?			
				Are the furnace/woodstove/chimney/flue all in working order?			
E. ADDITIONAL COMMENTS AND/OR EXPLANAT	IONS:			Is the property in a flood plain?		Ø	
(Use additional pages, if necessary)				Do you currently pay for flood insurance?			
				Does the property contain underground storage tank(s)?			
				Is the homeowner a licensed real estate salesperson			
				S He's Any threatened or existing litigation regarding the property?		Ø	
			Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		Ø		
Is the property located within one (1) mile of an airport?							
KNOWLEDGE. A disclosure form is not a wa inspections or warranties that the prospectiv the physical condition of the property or cer disclosure form was provided. Seller and Pure	rranty by e buyer o tify to th	the owner me purchas	er or the owner an later obtain er at settleme	, , , ,	be used as disclose ar	a substit	ute for an
Signature of Seller Tracy E Fox			dotloop verified 11/24/21 1:58 PM E VC70-VCIZ-EDPH-AB				
Signature of Seller				Signature of Buyer			
The Seller hereby certifies that the condition of	the prop	erty is sub	stantially the s	ame as it was when the Seller's Disclosure form was	originally p	ovided to	the Buyer
Signature of Seller (at closing)							

### LEAD BASED PAINT DISCLOSURE

dotloop signature verification: dtlp.us/QsJN-4y5L-aFLk



4 5

#### LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

For use only by members of the Indiana Association of REALTORS®

PROPERTY ADDRESS: 5611 East State Road 45, Bloomington, IN 47408

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

#### LEAD WARNING STATEMENT

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

#### SELLER'S DISCLOSURE

, ,		
(i)		Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
(ii)		Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b.) Re	ecords	and reports available to the seller: (check (i) or (ii) below)
(i)		
(ii)		Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
BUYE	R'S A	CKNOWLEDGEMENT (initial)
(c.)	Т	Buyer has received copies of all information listed above.
(d.)	Т	Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
(e.)	Т	Buyer has (check (i) or (ii) below):
(i)		received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
/::\	П	OR
(11)		waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
BROK	ER'S	ACKNOWLEDGMENT (initial)
(f.)		Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act
		1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.(NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in LC 25-34 1-10-6 8.)

5611 East State Road 45, Bloomington, IN 47408

(Property Address)

### LEAD BASED PAINT DISCLOSURE

dotloop signature verification: dtlp.us/QsJN-4y5L-aFLk

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

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

Tracy E. Fox	dotloop verified 11/24/21 1:58 PM EST LCUP-WWKJ-HRZG-9CA4		
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DA
PRINTED		PRINTED	
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DA
PRINTED		PRINTED	
LISTING BROKER	DATE	SELLING BROKER	DA



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.

Form #37. Copyright IAR 2021



### BID CERTIFICATION

Received			
Date	Time	Ву	Approved B



#### **BID CERTIFICATION**

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

By signing this certification and returning it to the offices of United Country - Coffey Realty & Auction, or an employee therein. <u>I hereby certify</u> that:

- 1. I acknowledge that I have received a complete PIP (Property Information Packet).
- I have read the auction rules and bidding format as set out by the Auctioneers and contained in the PIP and I completely understand them.
- I understand that the terms and rules of the auction will be strictly enforced and that there will be no exceptions.
- I currently have sufficient funds to meet the "Deposit" and "Further sum" requirements as called for by the agreement of purchase and sale.
- I have examined the proposed agreement of purchase and sale given to me as part of the PIP 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 agreement of purchase and sale 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.
- 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.

5611 E. State Road 45, B.	loomington, IN 47408		
O MasterCard	O Visa	O Discover	
	Security	Code:	
	O MasterCard	O MasterCard O Visa  Security	

Return to: 434 South Walnut Street, Bloomington, IN 47401 Phone: (812) 822-3200

E-mail: jcoffey@UnitedCountryIN.com cc: pcoffey@UnitedCountryIN.com

### SAMPLE CONTRACT



Possession is to be given day of final closing.

#### REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this <u>16th</u> day of <u>December</u> 2021, by and between
<u>Tracy E. Fox</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>5611 E. State Road 45</u> in the City of Bloomington, County of Monroe, and State of Indiana.
Legally described as: <u>012-21870-00 PT SE NE 24-9-1W 1.50A PLAT 49</u>
Buyer herewith agrees to deposit with John Bethell Title Company, Inc., \$\frac{\\$15,000.00}{\$}\] 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 Owners Policy of Title Insurance at closing.
Real Estate Taxes: Will be pro-rated to date of closing.
Closing shall take place on or before <u>January 16, 2022</u> and shall take place at the office of John Bethell Title Company, Inc., 2626 S. Walnut Street, Bloomington, IN.
The buyer will pay the closing fee.

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.

### 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 and payable to:

John Bethell Title Co.

<b>High Bid Selling Price</b>	\$ .0	00					
Plus 11% Buyer's Premium	\$ .0	00					
		Total	Purchase Price	\$		.00	1
Less Down Payment	\$ 15,000.	00					
		Total	Due at Closing	\$	16	.00	
This offer will expire if not a	ccepted or	or before:_	December 17.	2021 at	t 6:00pm		
Purchased By:						<b>)</b>	
				Date		M6.	
Buyer				Phone_			
Printed Buyer Address:		City		State	Zip		
				Date			
Buyer				Dhona			
Printed Buyer Address:		City_				_Zip	
				Dota			
Buyer's Agent		7	*				
Printed							
Agent Address:		City			_State	Zip	
Names for Deed:							
Accepted By:							
Seller				Date			
Tracy E. Fox				Time: _			
Printed							
Seller				Date			
Printed				Time: _			
rnniea							

### SAMPLE CONTRACT



### **PROMISSORY NOTE**

	5, Bloomington Township , Bloomington, IN
\$_15,000.00 Amount	December 16, 2021 Date
John Bethell Tit	ed promises to pay by wire transfer to the Order of the Company, Inc., Bloomington, IN 47401
The Sum of <u>Fifteen Thousand dollars</u> deposit for the purchase of real estate describ attached hereto executed the undersigned, page 15.	
This promissory note shall bear no inte	rest until the date of closing of the Contract; ate allowable by law.
This Note shall become null and void it requirements for closing as set out in the attact fulfilled this Note shall be fully enforceable at I	
If this Note is placed in the hands of an the undersigned agree to pay all costs of colle attorney's fee.	attorney for collection, by suite or otherwise, ection and litigation together with a reasonable December 16, 2021
Signature	Date
Signature	Date