



- 1 Bathroom
- West Lafayette
- Near Purdue University



\ SCO



Coffey Realty & Auction

### **BIDDDING ENDS**

Wednesday, October 12 @ 6PM EDT

JIMMIE DEAN COFFEY & CODY COFFEY | 812.822.3200

MORE INFORMATION: UnitedCountryIN.com

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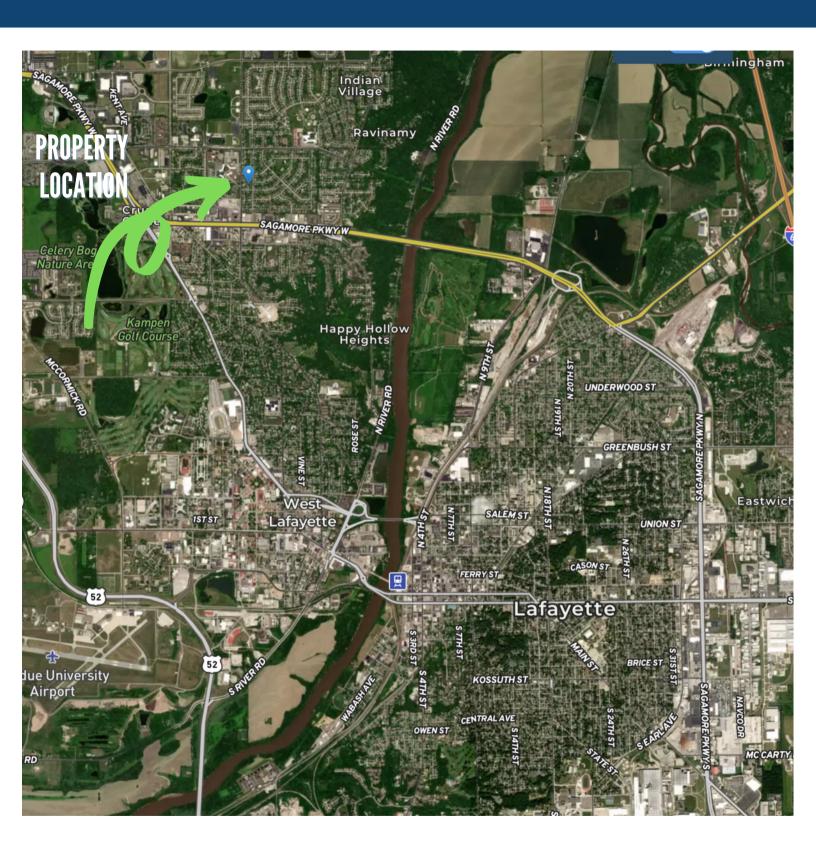
AUCTION MANAGER

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 - Coffey Realty & Auction assumes no liability for the information provided.

# **LOCATION MAP**



# **AERIAL MAP**



### **TERMS & CONDITIONS**

#### **TERMS & CONDITIONS**

Hoagland Trust - Real Estate Auction

843 Sparta Street, West Lafayette, IN 47906 Tippecanoe County, Wabash Township

### Legal Description BAR BARRY HGTS SD PT 2 LOT 97

- > The property will be sold at Public "Online Internet Auction", ending October 12, 2022 at 6 pm EDT
- 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
- > Buyers 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 of \$15,000.00 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 Stallard & Schuh Title Service. 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 November 14, 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 Trustee's 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: Stallard & Schuh Title Service, 123 N. 8th Street, Lafayette, IN 47901
    - Closing fee will be paid by the buyer.
  - Closing will be held on or before November 14, 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

#### 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.

Bidder		

I do hereby agree to these Auction Terms & Conditions.

# **LISTING INFORMATION**

#### DH M **Residential Client Full Detail Report** Schedule a Showing Listings as of 09/06/2022 Page 1 of 1 Property Type RESIDENTIAL **Auction** Yes MLS # 202236556 IN 47906 843 Sparta Street West Lafayette Status Active LP \$1 Parcel ID 79-07-07-200-007.000-026 Area Tippecanoe County Site-Built Home **Cross Street** Sub Bar Barry Heights Bedrms 3 F Baths H Baths Location City/Town/Suburb Style One Story School District WT... Elem Happy Hollow/Cumberland JrH West Lafayette SrH West Lafayette Legal Description BAR BARRY HGTS SD PT 2 LOT 97 Directions From 52, turn right onto Covington St. Turn right onto Sparta St. House is 2nd property on right Inside City Limits City Zoning County Zoning **Zoning Description**

Remarks 3 Bedroom, 1 bath, 2 car garage home less than 2 miles from Purdue University. Real estate auction ending on October 12, 2022 @ 6:00PM.

ec	Lot	Lot A	c/SF/Dim 0.	.2300	/ 10,0	19 .23			Src N	\ Lot	Des	0-2.99	999				
Town	nship	Wabash	Abv	Gd Fin	SqFt	1,050 Belov	w Gd Fin Sq	Ft 0 1	tl Beløw	Gd SqFt	0	Ttl	Fin SqF	t 1,050	Year Built	1961	ĺ
Age	61 I	New No	Date 0	Comple	te	Ext	Brick, Vir	ıyl Fn	dtn Cra	awl					# Rooms	6	
Roor	m Dime	ensions	Inside City L	imits	Ci	ty Zoning	Co	ounty Zoni		Zoning I	Descr	iption					
	DIM	L															
LR	14 x 1	16 M	Baths	Full	Half	Water	CITY		Dryer F	łookup G	as 1	10		Fireplace	No		
OR	X		B-Main	1	0	Sewer	City		Dryer F	łookup El	lec 1	No.		Guest Qtrs	No		
FR	X		B-Upper	0	0	Fuel /	Gas		Dryer F	look Up G	Gas/El	ec N	lo	Split FlrpIn	No		
<b>(T</b>	15 x 1	11 M	B-Blw G	0	0	Heating			Dispos	al	1	10		Ceiling Fan	No		
ЗК	X					Cooling	Central Air		Water S	Soft-Owne	ed 1	10		Skylight	No		
DN	X		Laundry R	Rm	Main		X		Water S	Soft-Rente	ed 1	10		ADA Feature	s No		
MB	9 X 8	9 M	AMENITIE	S Patio	Open				Alarm S	Sys-Sec	1	No		Fence	None		
2B	11 x 1	12 M							Alarm S	Sys-Rent	1	٧o		Golf Course	No		
3B	10 X 1	11 M							Jet/Grd	In Tub	No			Nr Wlkg Trai	ls No		
4B	X		Garage	2.0	/ At	tached	/ 26 x 19	/ 494.00	Pool		No			Garage Y/N	Yes		
5B	X		Outbuildir	ng Sh	ed	10 <sub>X</sub> 1	0		Pool Ty	/ре				Garage Dr O	nnr: No		
RR	X		Outbuildir	ng		X			Off Stre	eet Pk				ourage Dr o	piii.		
LF	X		Assn Due	s		Not Applicat	ole										
X	X		Other Fee	S													
<b>NtrT</b>	ype		Restriction	ns													
Nate	er Feat	ures	Water Acc	ess		Wtr Name	•										
				Wtr Frt	g	Ch	annel Frtg										
						Lake Ty	/pe										
/irtu	al Tou	rs: Unb	randed Virtual T	our													
Auct	ion \	Yes	<b>Auction Reser</b>	ve Price	e \$		Auctio	n Date 9	/1/2022	Α	uctio	n Time	6:00pr	n			
Auct	ioneer	Name Ji	mmie Dean Cof	fey			Auctio	neer Licens	e #	AU01049	9934						
Fina	ncing:	Propose	ed				Exemp	otions					Year	r Taxes Payal	ble 2022		
Annı	ual Tax	es \$1,6	36.38 Is C	wner/S	eller a R	eal Estate L	icensee.	No		P	osses	sion	at clos	ing			
_ist	Office	United C	ountry Coffey R	ealty &	Auction -	Offc: 812-8	22-3200										
Pend	ding Da	ate		Closin	g Date			Selling Pr	ice		1	low So	ld		CDO	<b>1</b> 5	
Ttl C	onces	sions Paid	t		Sold/C	oncession	Remarks										
ввс			2%														

Presented by:

Phyllis Coffey / United Country Coffey Realty & Auction - Offc: 812-822-3200

Information is not guaranteed. Included properties may not be listed by the Office/Agent presenting this report. Report may not contain all available data. Offer of compensation is made only to participants of the Indiana Regional Multiple Listing Service, LLC (IRMLS).

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# **TAX SHEET**

### 79-07-07-200-007.000-026

ADMINISTRATIVE INFORMATION

PARCEL NUMBER 79-07-07-200-007.000-026 Parent Parcel Number

Neighborhood 403 Glenwood Meadows/Barbarry Hgts

Property Class 510 Res 1 fam dwelling platted lot TAXING DISTRICT INFORMATION

Jurisdiction 79 Tippecanoe 010 Wabash

Corporation District 026

Site Description

Public Utilities:

Topography:

Street or Road: Paved

Neighborhood: Static Zoning: Legal Acres: 0.0000

Admin Legal 0.0000

#### HOAGLAND MARY E TTEE

OWNERSHIP

HOAGLAND MARY E TIEE 843 SPARTA ST WEST LAFAYETTE, IN 47906-1550 USA BAR BARRY HGTS SD PT 2 LOT 97

843 SPARTA ST

Tax ID 164050001566 TRANSFER OF OWNERSHIP

> Date 03/04/2014 HOAGLAND MARY E

03/04/2014

HOAGLAND MARY E TIEE

Printed 05/04/2022 card No. 1

\$0

of 1

### RESIDENTIAL

				VALUATION 1	RECORD	Homeste	ad Allocations	
Assessment Year		01/01/2018	01/01/2019	01/01/2020	01/01/2021	01/01/2022	Residential	Non-Residential
Reason for Change	e	4Y Reval 29600	4Y Reval _ 50800	4Y Reval _ 50800	4Y Reval _ 50800	4Y Reval 50800	50800	
Appraised Value	E	78500	78500	83400	90500	100300	100000	300
VALUATION	I	108100 29600	129300 50800	134200 50800	141300 50800	151100 50800	150800 50800	300
True Tax Value	E	78500 108100	78500 129300	83400 134200	90500 141300	100300 151100	100000	

LAND DATA AND CALCULATIONS

Prod. Factor Table Rating Soil ID Measured 132 -or-Depth Factor -or-Effective

Influence Factor Effective Adjusted Rate -or-Square Feet Land Type 0.2335 1.00 50800.00 50800.00 90.0 113.0 50800

COM: AU6 2006: ASSESSED VALUE TRENDED PER IC 6-1.1-4.5 COM: AUG 2006: ASSESSED VALUE TRENDED PER IC 6-1.1-4.5
EJM 12/14/05 QCD HOAGLAND MARY E TO HOAGLAND MARY E TIEE
JW 09/20/05 NON VALID TRANSACTION
CY15: Parcel Visited for CY 2015
1/13/15 no changes/lr
CY19: Parcel Visited for CY 2019
08/21/18 REVIEWED/NH LAND VALUES CHANGED FOR
19P20.
PD/TYM DR/TKH GM: General Memo CY22: GRADES AND CONDITIONS REDEFINED, SEE https://nbhd-403-tippecanoehub.hub.arcgis.com/ LDM: Land - Misc CY22: NH LAND VALUES CHANGED TO \$50,800 PER

1 FV

FARMLAND COMPUTATIONS Parcel Acreage 81 Legal Drain NV [-] 82 Public Roads NV [-] 83 UT Towers NV [-] 9 Homesite(s) [-] 91/92 Excess Acreage[-] TOTAL ACRES FARMLAND

TRUE TAX VALUE

Supplemental Cards

TRUE TAX VALUE

50800

Value

50800

Measured Acreage Average True Tax Value/Acre TRUE TAX VALUE FARMLAND Classified Land Total Homesite(s) Value (+) Excess Acreage Value (+)

Supplemental Cards TOTAL LAND VALUE

50800

510

# **TAX SHEET**

PHYSICAL CHARACTERISTICS

03

Occupancy: Single family

Story Height: Finished Area: Attic: Basement:

ROOFING Material: Asphalt shingles

FLOORING Sub and loists 1.0 Vinvl tile 1.0 Carpet 1.0 EXTERIOR COVER EXTERIOR COVER INTERIOR FINISH

Drywall ACCOMMODATIONS

HEATING AND AIR CONDITIONING
Primary Heat: Central Warm Air
Lower Full Part
/Esmt 1 Upper Upper
Air Cond 0 1040 0 0

PLUMBING

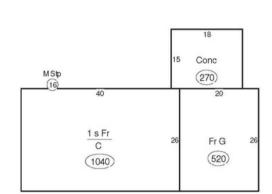
PLUMBING

3 Fixt. Baths 1 3
Kit Sink 1 1
Water Heat 1 1
TOTAL 5

REMODELING AND MODERNIZATION

SPECIAL FEATURES

#### IMPROVEMENT DATA



79-07-07-200-007.000-026 Property Class: 510 843 SPARTA ST

				Fin:	ished	
Construction	Base	Area	Floor	Area	Sq Ft	Value
WOOD FRAME		1040	1.0		1040	75530

1 WOOD FR	AME	104	0 1.0	1040	75530
		104	O Crawl		5510
		TOTAL BA	SE		81040
		Row Type	Adjustment		1.00%
		-11	SUB-TOTAL		81040
		0	Interior Fini	sh	0
			Ext Lvg Units		0
			Basement Fini		0
			Fireplace(s)		0
			Heating		0
			Air Condition	i .	2770
			Frame/Siding/	Roof	0
			Plumbing Fixt	: 5	0
			SUB-TOTAL ONE		83810
Exterior Fe			SUB-TOTAL 0 U	NITS	83810
Description					
CONCP	1280 830		Integral		14210
PIOLE	030		Att Garage Att Carports		14210
			Bsmt Garage		0
			Features		2110
			SUB-TOTAL	(LCM:	91.00
		Quality	Class/Grade		С
		GRADE AD-	JUSTED VALUE		91120

Description	Value	ID	Use		Const Type	Grade		Eff Year		Base Rate	Feat		Size or Area	Computed Value	Phvs Depr			ket % ij Comp	Value
		G01 /	DWELL ATTGAR UTLSHED	1.00 0.00 0.00	1	C E		1961 1986	AV	0.00 27.33 20.85	N N	0.00 27.33 7.59	1040 20x 26 10x 10	91120 14210 760	40 0 65	0 0	183 0 100	100 100 100	100000 0 300
		Data	Collector	/Date		Apprai	ser/Da	te			Ne	ighborh	ood	Suppleme					
						79 03	/01/20	02			Ne	igh 403	AV	TOTAL IM	PROVEM	ENT	VALUE		100300

SUMMARY OF IMPROVEMENTS

American Land Title Association Commitment for Title Insurance – Adopted 08-01-2016



NORTH AMERICAN TITLE INSURANCE COMPANY

#### COMMITMENT FOR TITLE INSURANCE

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, North American Title Insurance Company, a California Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### NORTH AMERICAN TITLE INSURANCE COMPANY

BY

Emilio Fernandez, PRESIDENT

ATTEST

Valerie Jahn-Grandin, SECRETARY



This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



#### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I-Requirements; and
  - (f) Schedule B, Part II-Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

#### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

#### PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### 9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

Issued by:



760 N.W. 107th Avenue, Suite 401 Miami, FL 33172 Or call us at:

www.natic.com

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### North American Title Insurance Company 760 N.W. 107th Avenue, Suite 401, Miami, FL 33172 (800) 374-8475 or (800) 869-3434

### COMMITMENT - Schedule A

Transaction Identification Data for reference only:

Issuing Agent: Stallard and Schuh

Issuing Office: 123 North 8th Street, Lafayette, IN 47901

ALTA® Universal ID: 1193302

Loan ID Number:

Commitment Number: 2022-269 Issuing Office File Number: 2022-269

Property Address: 843 Sparta Street, West Lafayette, IN 47906

Revision Number:

SCHEDULE A

1. Commitment Date: 08/25/2022

Policy to be issued:

(a) ALTA Homeowner's Policy (12-02-13)

Proposed Insured: TBD

Proposed Policy Amount: \$100.00

(b) ALTA Loan Policy (6-17-06)

Proposed Insured:

Proposed Policy Amount: \$1.00

- 3. The estate or interest in the Land described or referred to in this Commitment is fee simple
- Title to the estate or interest in the Land is at the Commitment date vested in: Matthew Allan Hoagland, Successor Trustee of The Mary E. Hoagland Revocable Living Trust dated September 5, 1995 by quitclaim deed from Mary E. Hoagland dated 02/14/2014 and recorded with Tippecanoe County Recorder on 03/04/2014 as Instrument #201414003294.
- The Land is described as follows: See attached Exhibit A.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Kristen Edmundson Stallard and Schuh

By

North American Title Insurance Company

Emilio Fernandez President

Agent Signature

Agent Number: 943

Schedule A - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006





### North American Title Insurance Company 760 N.W. 107th Avenue, Suite 401, Miami, FL 33172 (800) 374-8475 or (800) 869-3434

### COMMITMENT - Schedule B-I

File No.: 2022-269 Commitment No.: 2022-269

#### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. 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.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

\_\_\_, securing its loan in the amount of Duly authorized and executed Mortgage from TBD, to \$1.00.

Duly authorized and executed Deed from Matthew Allan Hoagland, Successor Trustee of The Mary E. Hoagland Revocable Living Trust dated September 5, 1995, to TBD, to be executed and recorded at closing.

We require that the deed contain language extinguishing the life estate of Mary E. Hoagland which was retained in the Quitclaim Deed recorded March 4, 2014 as Instrument No. 201414003294 who died on April 29, 2022.

- 5. Vendor's Affidavit, Borrower's or Buyer's Affidavit, Errors and Omissions/Compliance Agreement, and related documents are required by the Company to be executed at Closing.
- We must be furnished a copy of the Trust Agreement for The Mary E. Hoagland Revocable Living Trust dated September 5, 1995 and all Amendments thereto or a Certificate of Trust stating the current Trustees and authorizations to hold, convey, and mortgage real estate. - SATISFIED

We require that all Trustees of the Trust execute the Deed, or that we be provided with a resolution or other proof of authorization executed by all Trustees setting forth the name of the Trustee authorized to execute the Deed on behalf of The Mary E. Hoagland Revocable Living Trust dated September 5, 1995.

- 7. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
- 8. NOTICE:

Effective July 1, 1993, a Sales Disclosure Form must be filed with the county auditor at the time of recording of most deeds and land contracts as required by IC 6-1.1-5.5. A fee of \$20.00 must be paid to the auditor at the time of filing and a \$10.00 fee per tax ID parcel shall apply.

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Schedule B-I - Requirements - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006





### North American Title Insurance Company 760 N.W. 107th Avenue, Suite 401, Miami, FL 33172 (800) 374-8475 or (800) 869-3434

### COMMITMENT - Schedule B-I

By virtue of IC 27-7-3.6, a fee of \$5.00 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.

Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. (Sign. Print or Type Name)."

Effective July 1, 2009, Indiana Code 27-7-3.7 requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000.00 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 may be in the form of 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 licensed real estate broker. Closing Agent may accept a personal check of less than \$10,000.00 if the check is deposited and then held in the escrow account of the Closing Agent for at least 14 days before the date of Closing. Personal checks in the amount of \$500.00 or less may be accepted without a waiting period.

Effective July 1, 2013, Indiana Code 27-7-3-22 requires title companies acting as a settlement or closing agent to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transaction in which a title policy is to be issued.

- 9. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
- 10. Real estate taxes or special assessments imposed on the Land for the year(s) 2021 and 2022, that are due or payable, but unpaid.
- No open mortgage found.

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### North American Title Insurance Company 760 N.W. 107th Avenue, Suite 401, Miami, FL 33172 (800) 374-8475 or (800) 869-3434

### COMMITMENT - Schedule B-II

File No.: 2022-269 Commitment No.: 2022-269

#### SCHEDULE B. PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B. Part I - Requirements are met.
- 2. Rights or claims of parties in possession 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. Easements, or claims of easements, not shown by the Public Records.
- 5. Any liens, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Taxes or special assessments, which are not shown as existing liens by Public Records.
- 7. TAXES FOR STATE IDENTIFICATION 79-07-07-200-007.000-026 ADDRESS: 843 Sparta Street

Land \$50,800 Improvements \$100,300 Total Exemptions \$78,600 Net Assessment \$72,500

Taxes for year 2021 pay 2022 May Installment \$818.19 PAID November Installment \$818.19 UNPAID

TAXES FOR THE YEAR 2022 BECAME A LIEN JANUARY 1, 2022 AND ARE DUE AND PAYABLE IN MAY AND NOVEMBER 2023.

The property address and tax parcel identification number(s) listed are provided solely for informational purposes. without warranty as to accuracy or completeness and are not hereby insured.

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Schedule B-II - Exceptions - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006





# North American Title Insurance Company 760 N.W. 107th Avenue, Suite 401, Miami, FL 33172 (800) 374-8475 or (800) 869-3434

### COMMITMENT - Schedule B-II

- 8. Taxes or special assessments for the year 2021 due and payable November 2022, and all subsequent taxes, not yet due and payable.
- 9. Taxes or special assessments for the year 2022 due and payable May and November 2023, and all subsequent taxes, not yet due and payable.
- 10. 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.
- 11. Rights of the Public, the State of Indiana, County, and the municipality in and to that part of the premises taken or used for road purposes including utility right of way.
- 12. The acreage indicated in the legal description is for the sole purpose of identifying the said tract and should not be construed as insuring the quantity of land.
- 13. Rights of way for drainage tiles, ditches, laterals, and feeders, if any.
- 14. Rights of tenants, as tenants only, under unrecorded leases.
- 15. Declaration of Protective Covenants Covenants for Bar Barry Heights Part II Subdivision recorded January 13, 1960 in Deed record 267, page 338 in the official records of the Tippecanoe County Recorder.
- 16. Minimum building lines, easements, restrictions, conditions, and rights-of-way as shown on the Plat of Bar Barry Heights Part II Subdivision, dated March 27, 1959 and recorded January 13, 1960 in Plat Book 8, Page 4 and as Instrument No. 11001 in he official records of the Tippecanoe County Recorder.
- 17. Right of way for Sparta Street along the North side of subject property.

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Schedule B-II - Exceptions - ALTA® Commitment for Title Insurance (8/1/16) Form: C.GU.1006





## North American Title Insurance Company 760 N.W. 107th Avenue, Suite 401, Miami, FL 33172 (800) 374-8475 or (800) 869-3434

### COMMITMENT - Exhibit A

File No.: 2022-269 Commitment No.: 2022-269

#### **EXHIBIT A Property Description**

Lot numbered Ninety-seven (97) in Bar Barry Heights Subdivision, Part II in Wabash Township, Tippecanoe County, Indiana.

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Exhibit A - ALTA® Commitment for Title Insurance (8/1/16)

Form: C.GU.1006





### North American Title Insurance Company 760 N.W. 107th Avenue, Suite 401, Miami, FL 33172 (800) 374-8475 or (800) 869-3434

### COMMITMENT - Chain of Title

File No.: 2022-269 Commitment No.: 2022-269

#### CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as

- Mary E. Hoagland to Matthew Allan Hoagland, Successor Trustee of The Mary E. Hoagland Revocable Living Trust dated September 5, 1995 by quitclaim deed dated 02/14/2014 and recorded on 03/04/2014 as Instrument Number 201414003294 in the Official Records of the Tippecanoe County Recorder.
- The Mary E. Hoagland Revocable Living Trust dated September 5, 1995 to Mary E. Hoagland by trustees quitclaim deed dated 02/14/2014 and recorded on 03/04/2014 as Instrument Number 201414003292 in the Official Records of the Tippecanoe County Recorder.
- Mary E. Hoagland to The Mary E. Hoagland Revocable Living Trust dated September 5, 1995 by guitclaim deed dated 09/20/2005 and recorded on 12/14/2005 as Instrument Number 05029806 in the Official Records of the Tippecanoe County Recorder.
- Barbara Jean Sigo to Mary E. Hoagland by warranty deed dated 08/27/1992 and recorded on 09/02/1992 as Instrument Number 92-19274 in the Official Records of the Tippecanoe County Recorder.



# **BID CERTIFICATION**

Internal Office Use			
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</u> hereby certify 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.
- 3. 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.
- 5. 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.
- 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.

Property Address:	843 Sparta Street, West Lafay	ette, Indiana 47906	
	O MasterCard	O Visa	
Name on Card:			
Expiration Date:			

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 12th day of October 2022, by and between
Mary E. Hoagland Revocable Living Trust 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: 843 Sparta Street in the City of West Lafayette, County of Tippecanoe, Wabash Township, and State of Indiana.
Legally described as: Bar Barry Heights SE PT 2 Lot 97
Buyer herewith agrees to deposit with Stallard & Schuh Title Service \$\frac{15,000.00}{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 Trustee's Deed with insurable title. Free from all encumbrances, and an Owners Title Insurance Policy at closing. If the celler is unable to convey clear and marketable title the
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 November 14, 2022 and shall take place at the office of Stallard & Schuh Title Service, 123 N. 8 <sup>th</sup> , Lafayette, Indiana 47901.  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.

# **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: Stallard & Schuh Title Service

<b>High Bid Selling Price</b>	\$	.00			
Plus 11% Buyer's Premium	\$	.00			
		<b>Total Purcha</b>	se Price \$		.00
Less Down Payment	\$ 15,000.00	_			
		<b>Total Due at</b>	Closing §		.00
This offer will expire if not a	accepted on or	before: Octobe	er 13, 2022 at	5:00pm	
D 1 D				-	
Purchased By:					
D			Date_		
Buyer			Dhana		
Printed		20,000			
Buyer Address:		City		State	Zip
			_ Date_		
Buyer			Dhana		
Printed			_ Prione		
Buyer Address:		City		State	Zip
			Date		
Buyer's Agent					
 Printed			Phone		
Agent Address:		City		State	Zip
Names for Deed:					
rames for Deca.					
Accepted By:					
			_ Date_		
Seller Mary E. Hoagland Revocable I	ivino Trust		Time:		
Printed					
			Date		
Seller					
Printed			_		

# **SAMPLE CONTRACT**



### **PROMISSORY NOTE**

843 Sparta Street
Tippecanoe County, Wabash Township
West Lafayette, Indiana 47906

\$ \$15,000.00
Amount

October 12, 2022
Date

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

#### Stallard & Schuh Title Service

123 N. 8<sup>th</sup> Lafayette, Indiana 47901

The Sum of <u>Fifteen Thousand dollars and no/100-----(\$15,000.00</u>), 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.

ober 12, 2022