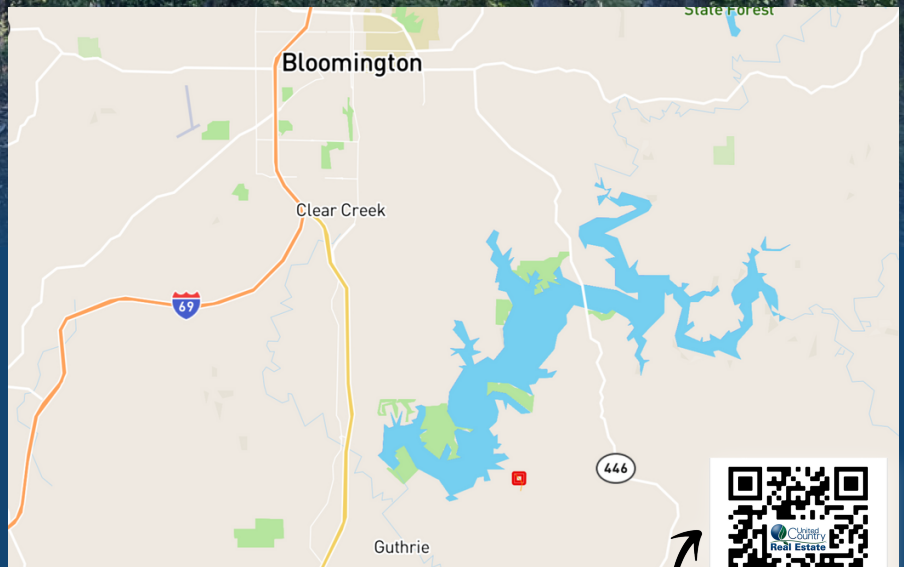


# *Southern Indiana* **LAND FOR SALE**

## **Chappel Hill Road Bloomington, Indiana**

- 40 acres
- Recreational Land
- Borders Hoosier National Forest
- Hunting Property
- Near Lake Monroe



*SCAN ME*

# *Auction*

## **BIDDING ENDS**

**Wednesday, October 26 @ 6PM EDT**

**JIMMIE DEAN COFFEY & CODY COFFEY | 812.822.3200**



**Coffey Realty  
& Auction**

## **MORE INFORMATION:**

**UnitedCountryIN.com**



# INDEX



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BID CERTIFICATION

SAMPLE CONTRACT

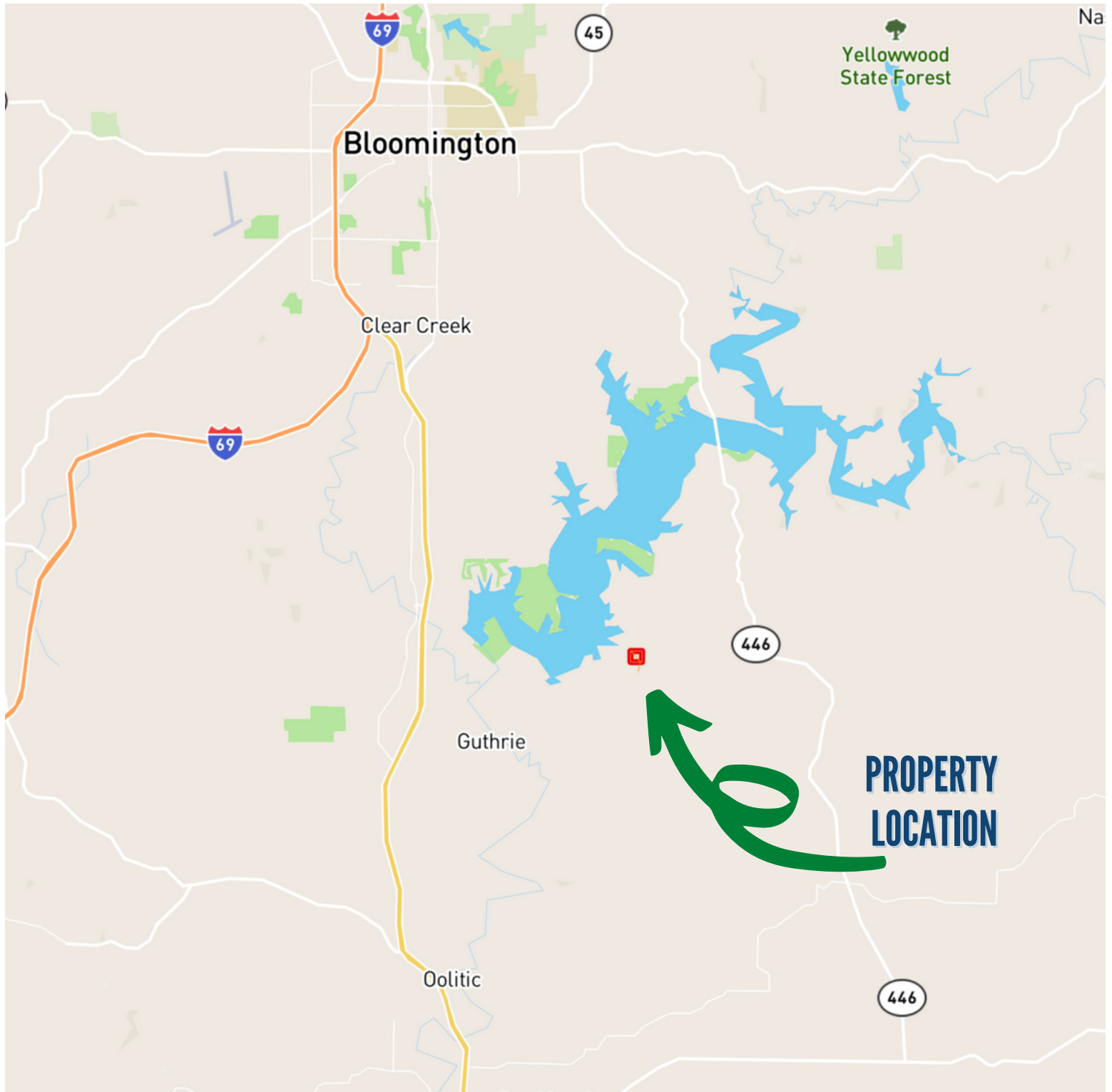
AUCTION  
MANAGER

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

### Land of Indiana - Real Estate Auction

**S Chapel Hill Rd.  
Heltonville, IN 47436**

### Legal Description

006-02930-00 NW NE 31-7-1E 40.00A; PLAT 5

- The property will be sold at Public "Online - Internet Auction", ending Wednesday October 26, 2022 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
- Buyers Premium
  - An **11%** buyer's premium will be added to the final bid and charged to the buyer, the final bid plus the 11% Buyer's premium will establish the final sales price.
- A 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 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 Monday November 28, 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 Bethel Title Co.** 2626 S Walnut St. Bloomington, IN 47401
  - Closing fee will be paid by the buyer.
  - Closing will be held on or before November 28, 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 and are for representation purposes only. Its accuracy is not warranted in any way. There is no obligation on the part of the sellers or auctioneer to update this information.

**SALE SITE:** Internet Only

### **VIEWING INSTRUCTIONS: 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.

---

Bidder

# TAX SHEET

8/1/22, 12:44 PM

Elevate

Monroe County, IN  
S Chapel Hill RD  
39 DEGREES NORTH (855) GIS-3939

## Parcel Information

Owner Name	Land Of Indiana Inc
Owner Address	157 The Woods Bedford, In 47421
Parcel Number	53-12-31-100-001.000-010
Alt Parcel Number	006-02930-00
Property Address	S Chapel Hill Rd, Heltonville, In 47436
Property Class Code	505
Property Class	Vacant - Unplatted (40 Or More Acres)
Neighborhood	Chapel Hill Road - A, 53010002-010
Legal Description	006-02930-00 NW NE 31-7-1E 40.00A; PLAT 5

## Taxing District

Township	Polk Township
Corporation	Monroe County Community
Taxing District Name	Polk Township
Taxing District Number	010

## Land Description

Land Type	Acreage	Dimensions
91	40.00	

## Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Unknown			Wd	
1900-01-01	Waterford, Howard E & Georgia		0	Mi	
1996-10-11	Waterford, Steven E, Sharon L		0	Wd	
2020-11-17	Beloved Holdings Llc		2020019492	Wd	\$87,500.00
2021-11-29	Land Of Indiana Inc		2021022160	Lw	\$164,000.00



# TAX SHEET

8/1/22, 12:44 PM

Elevate

## Public Utilities

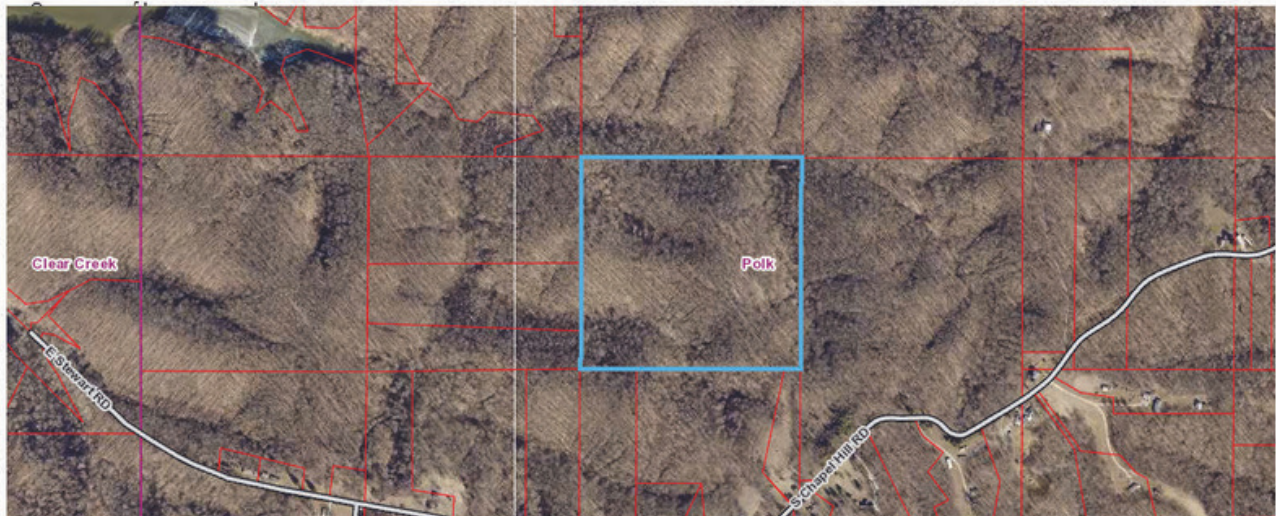
Water	Y
Sewer	N
Gas	N
Electricity	Y
All	N

## Exterior Features

Exterior Feature	Size/Area
------------------	-----------

## Special Features

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



Tax Bill

## Parcel Information

Parcel Number	53-12-31-100-001.000-010
Tax ID	006-02930-00
Owner Name	Land Of Indiana Inc
Owner Address	157 The Woods Bedford, In 47421
Legal Description	006-02930-00 NW NE 31-7-1E 40.00A; PLAT 5

## 2021 PAY 2022

### Deductions

Type	Amount
------	--------

# TITLE COMMITMENT

Page 1 of 7



## FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA COMMITMENT

COMMITMENT NO. 53-02870-H-1

### SCHEDULE A

**Address Reference:**

S. Chapel Hill Rd.  
Heltonville, IN 47436

1. Commitment Date: **September 13, 2022 at 12:00 AM**

2. Policy (or policies) to be issued:

a. ALTA Owners Policy (06/17/06)

Policy Amount  
To Be Determined

Proposed Insured: **A Legally Qualified Entity Yet To Be Determined**

b.

Policy Amount  
\$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is *Fee Simple*.

4. Title to the *Fee Simple* interest in the land described or referred to in this Commitment is, at the Commitment Date, vested in:

**Land of Indiana, Inc., an Indiana corporation**

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

Northwest quarter of the Northeast quarter of Section 31, Township 7 North, of Range 1 East, containing forty (40) acres, more or less.

TOGETHER WITH A perpetual, non-exclusive, easement for ingress, egress and utilities bounded and described as follows, to-wit: A part of Section 31, Township 7 North, Range 1 East, Monroe County, Indiana, being a 25' Ingress, Egress, & Utility Easement surveyed by Eric L. Deckard, Indiana Professional Surveyor #29900012 and shown on a plat of survey as Deckard Land Surveying Job No. 21-90, the centerline of said Easement being more particularly described as follows: Commencing at the Northeast corner of the

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



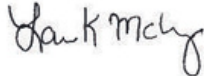
# TITLE COMMITMENT

Page 2 of 7

## SCHEDULE A (Continued)

Southwest quarter of Section 31, Township 7 North, Range 1 East, Monroe County, Indiana, thence South 87 degrees 33 minutes 47 seconds East for a distance of 854.21 feet to the centerline of S. Chapel Hill Road; thence North 46 degrees 34 minutes 08 seconds East for a distance of 96.68 feet; thence North 47 degrees 22 minutes 07 seconds East for a distance of 42.59 feet to the Point of Beginning; thence leaving said centerline North 42 degrees 29 minutes 35 seconds West for a distance of 75.00 feet; thence North 02 degrees 30 minutes 25 seconds East for a distance of 49.50 feet; thence North 42 degrees 29 minutes 35 seconds West for a distance of 89.79 feet; thence North 21 degrees 17 minutes 08 seconds West for a distance of 68.15 feet; thence North 31 degrees 04 minutes 56 seconds East for a distance of 175.73 feet; thence North 39 degrees 03 minutes 22 seconds East for a distance of 155.33 feet; thence North 03 degrees 49 minutes 47 seconds West for a distance of 165.29 feet; thence North 32 degrees 11 minutes 07 seconds East for a distance of 328.67 feet; thence North 10 degrees 27 minutes 36 seconds East for a distance of 29.15 feet; thence North 03 degrees 44 minutes 46 seconds West for a distance of 110.49 feet; thence North 12 degrees 52 minutes 36 seconds West for a distance of 98.73 feet to the terminus.

Authorized Signatory



Laura McKinney  
Title Examiner  
John Bethell Title Company Inc.

End of Schedule A  
First American Title Insurance Company

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Email: [customerservice@JohnBTitle.com](mailto:customerservice@JohnBTitle.com)

# TITLE COMMITMENT

Page 3 of 7

## SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 53-02870-H-1

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. Execution and recordation of a Warranty Deed from Land of Indiana, Inc., an Indiana corporation, to A Legally Qualified Entity Yet To Be Determined.
  - 2. Vendor's Affidavit in satisfactory form executed by Land of Indiana, Inc., an Indiana corporation, should be furnished us at closing.
  - 3. We should be furnished a copy of a resolution by the Board of Directors of Land of Indiana, Inc., an Indiana corporation authorizing the proposed transaction and directing the proper officers to execute the necessary documents, including the deed, on behalf of the corporation.
- 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**

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Email: customerservice@johnbtitle.com



# TITLE COMMITMENT

Page 4 of 7

## SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 53-02870-H-1

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.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records
5. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this Commitment.
7. Any liens, encumbrances, requirements and other matters shown in Schedule B – I and not released or otherwise disposed of to our satisfaction.
8. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
9. Rights or Way for drainage ditches, titles, feeders and laterals, if any.
10. Rights of the Public and the State of Indiana 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 the easement(s) insured on Schedule A, as contained in a Grant of Easement for Ingress/ Egress/ Utilities recorded November 29, 2021 as Instrument No. 2021022163.
12. Taxes for the year 2021 due and payable 2022 a lien now PAID.  
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.  
Taxing Authority: Polk Township.  
Duplicate Number: 53-12-31-100-001.000-010.  
Assessed Value - Land: \$84,000;  
Improvements: \$0;  
Exemptions: \$0, Credits: \$0  
May installment in the amount of \$595.22 is PAID;  
November Installment in the amount of \$595.22 is PAID;  
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.

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**Email: customerservice@johnbtitle.com**

# TITLE COMMITMENT

Page 5 of 7

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

Total amount due to pay all outstanding taxes, delinquencies and penalties \$0.00.

13. Taxes for the year 2022 payable 2023 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**

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Phone: (812)339-8434 Fax: (812)333-5063



# TITLE COMMITMENT

## Privacy Notice

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2021

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.

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Phone: (812)339-8434 Fax: (812)333-5063  
Email: [customerservice@johnbtitle.com](mailto:customerservice@johnbtitle.com)

# TITLE COMMITMENT

## For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Right of Deletion.** You also have a right to request that we delete the **personal information** we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of **personal information** we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

**Notice of Sale.** We have not sold the **personal information** of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of **personal information** we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

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](mailto:customerservice@johnbtitle.com)



# BID CERTIFICATION

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

Date

Time

By \_\_\_\_\_

Approved By \_\_\_\_\_



**Coffey Realty  
& Auction**

## **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, **I hereby certify** that:

1. I acknowledge that I have received a complete PIP (Property Information Packet).
2. 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.
4. 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.
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.

Property Address: (No Number given) S. Chapel Hill Road, Heltonville, IN 47436

Printed Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Return to: 434 South Walnut Street, Bloomington, IN 47401

Phone: (812) 822-3200

E-mail: [jcoffey@UnitedCountryIN.com](mailto:jcoffey@UnitedCountryIN.com) cc: [pcoffey@UnitedCountryIN.com](mailto:pcoffey@UnitedCountryIN.com)

# SAMPLE CONTRACT



**Coffey Realty  
& Auction**

## REAL ESTATE AUCTION PURCHASE CONTRACT

---

This Contract of sale made and entered this 26th day of October 2022, by and between  
Land of Indiana – Larry Morin 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: (No Number given) S. Chapel Hill Road in the City  
of Heltonville, County of Monroe and State of Indiana.

- Legally described as: 006-02930-00 NW NE 31-7-1E 40.00A; PLAT 5

Buyer herewith agrees to deposit with **John Bethell Title Co.**, \$ 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 November 28, 2022 and shall take place at the office of **John Bethell Title Co., 2626 S. Walnut Street, Bloomington, Indiana**

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: **John Bethell Title Co.**

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

**Plus 11% Buyer's Premium** \$ \_\_\_\_\_ .00

**Total Purchase Price** \$ \_\_\_\_\_ .00

**Less Down Payment** \$ 15,000.00 \_\_\_\_\_

**Total Due at Closing** \$ \_\_\_\_\_ .00

This offer will expire if not accepted on or before: October 27, 2022 at 5:00pm

## Purchased By:

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

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

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

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

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

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

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

## Accepted By:

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

Land Of Indiana – Larry Morin  
*Printed* Time: \_\_\_\_\_

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

*Printed*

# SAMPLE CONTRACT



Coffey Realty  
& Auction

## PROMISSORY NOTE

(No Number Given) S. Chapel Hill Road – Heltonville, Indiana  
Monroe County – Polk Township

\$15,000.00

Amount

October 26, 2022

Date

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

**John Bethel Title Company, Inc.**  
**2626 S. Walnut Street**  
**Bloomington, Indiana**

The Sum of Fifteen thousand dollars and no/100----- (\$ 15,000.00 ), 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

October 26, 2022

Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date