

BLOOMINGTON COUNTRY HOME & Land

Bid online through **NOV. 2 • 6 PM ET**

2 *tracts*

1. 36.63 ACRES
2. COUNTRY HOME + 3.18 AC.

BE SURE TO STOP BY TO TAKE A LOOK AT THE PROPERTY

PROPERTY LOCATION:

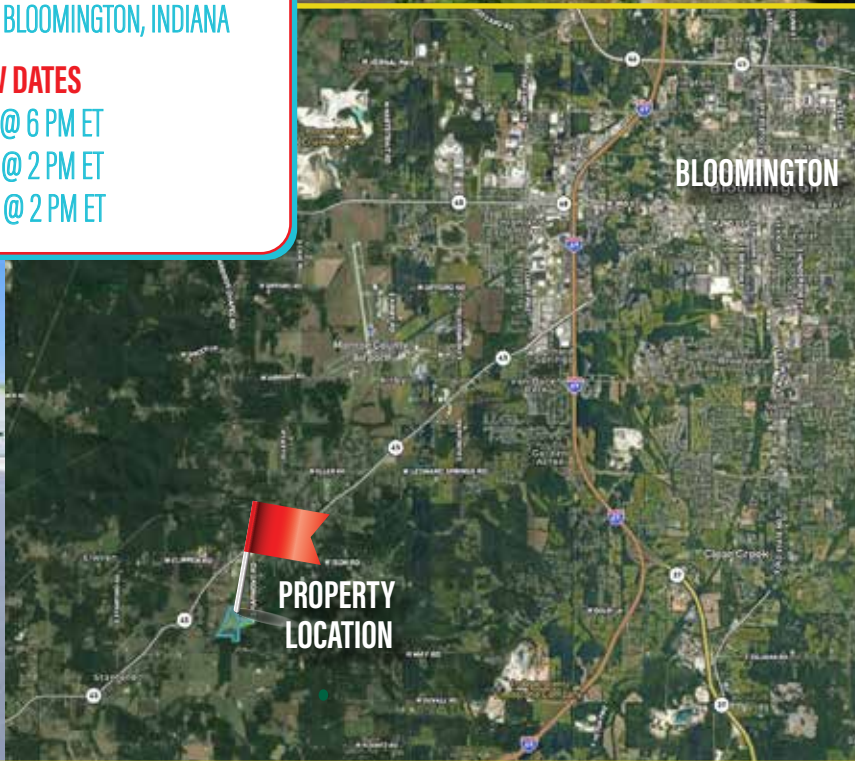
5530 S. HARMONY RD. ► BLOOMINGTON, INDIANA

PREVIEW DATES

OCTOBER 9 @ 6 PM ET

OCTOBER 15 @ 2 PM ET

OCTOBER 29 @ 2 PM ET



 **United
Country
Real Estate**

**Coffey Realty
& Auction**



for more information

UnitedCountryIN.com

812.822.3200

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SAMPLE CONTRACT



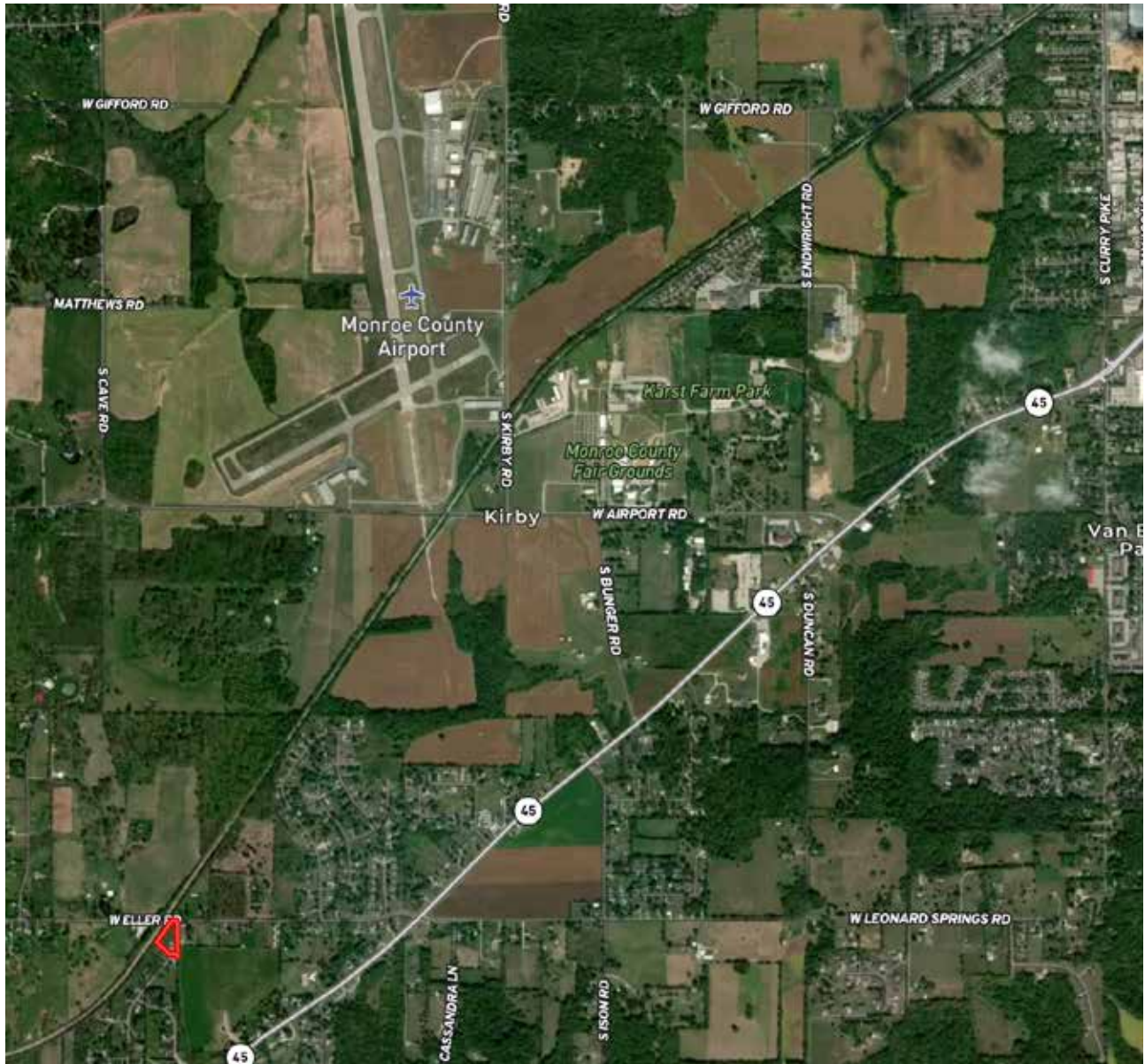
Auction
Manager

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.

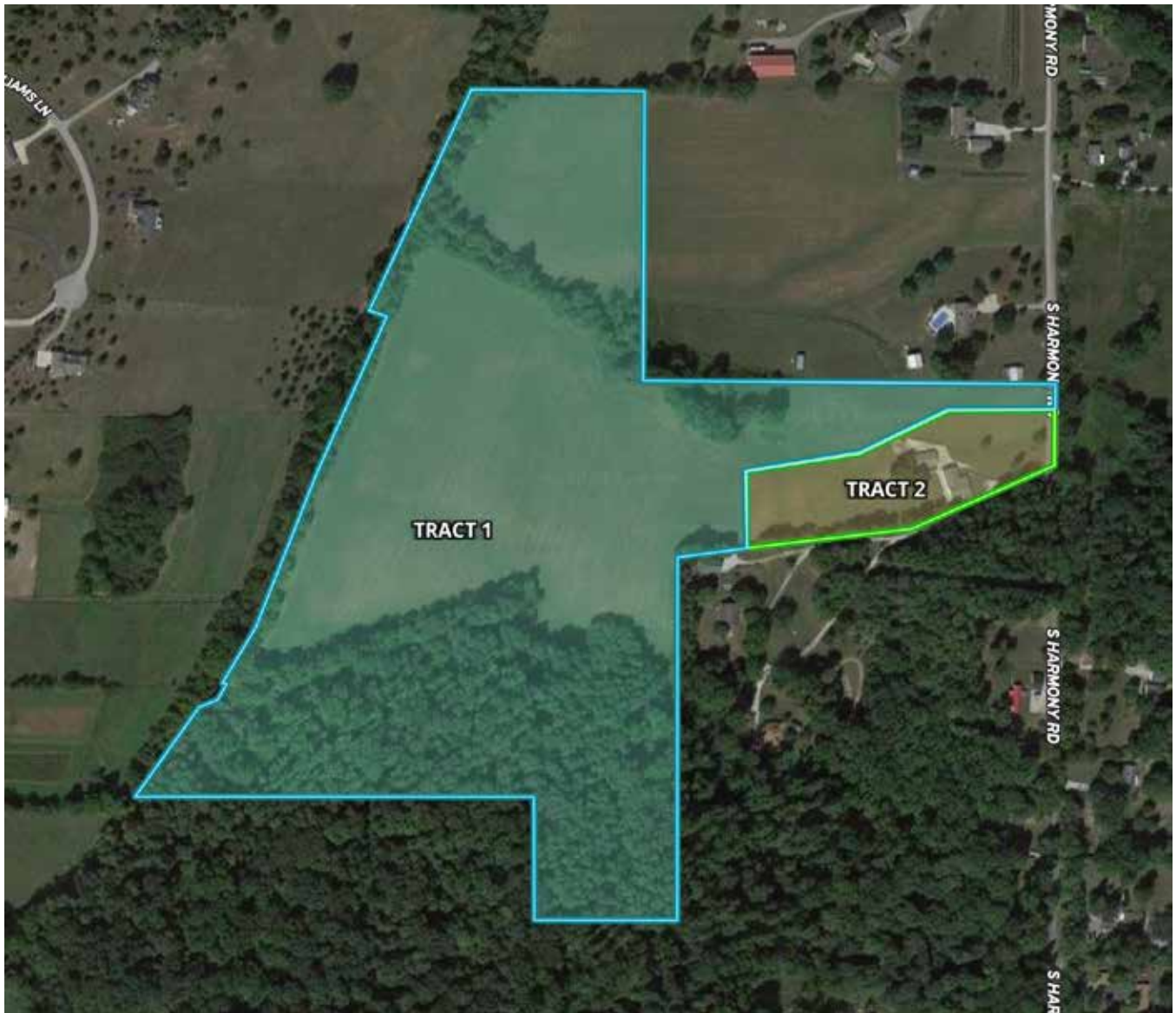
LOCATION

MAP

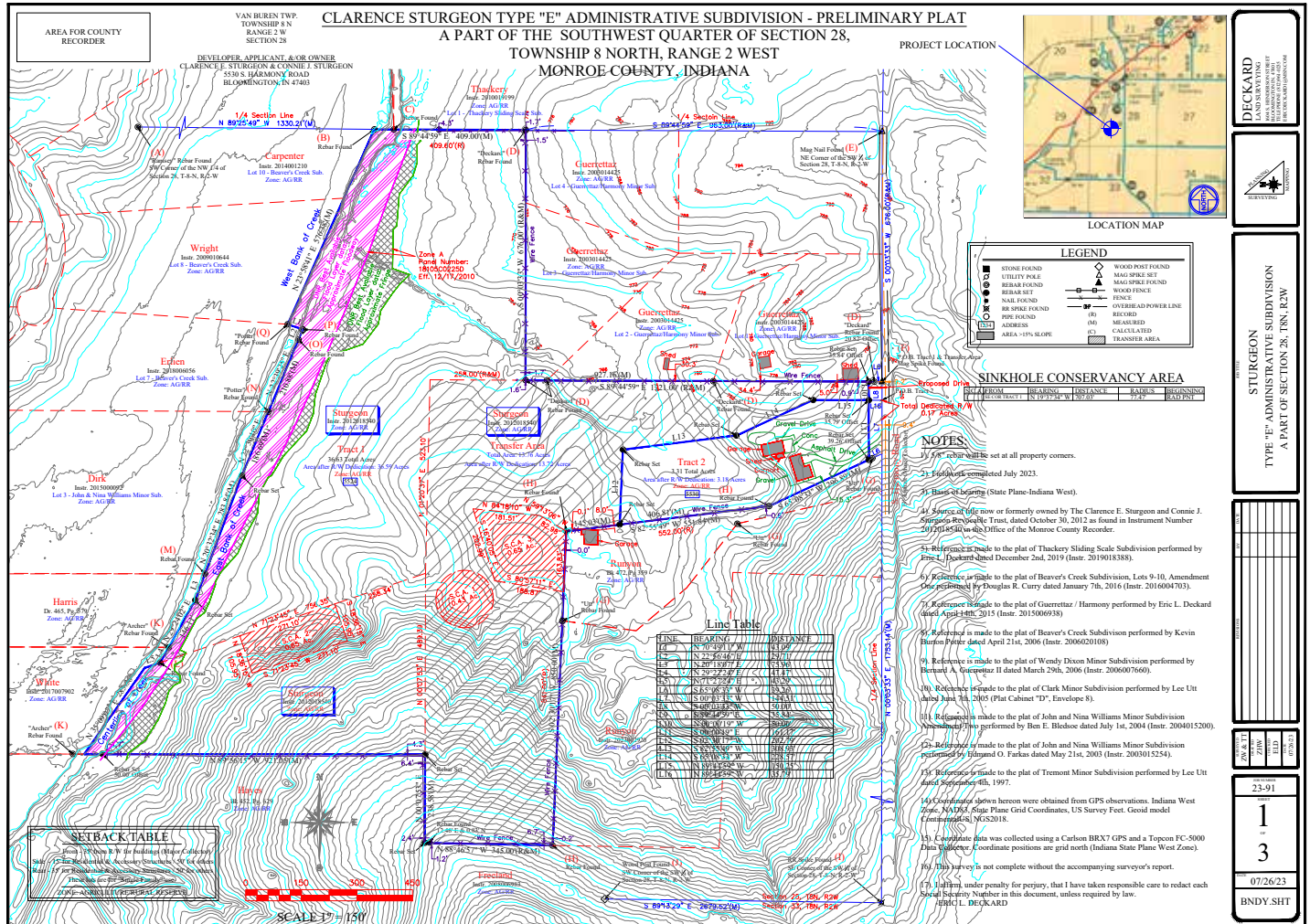


AERIAL

MAP



SURVEY MAP



TERMS & CONDITIONS

OF THE AUCTION



**Coffey Realty
& Auction**

TERMS AND CONDITIONS

5530 S Harmony Rd, Bloomington, Indiana 47403

Monroe County –Richland Township

TRACT 1: PT SW 1/4 Sec 28, T8N, R2W - 36.63 acres

TRACT 2: PT SW 1/4 Sec 28, T8N, R2 W - 3.31 acres

- The property will be offered for sale via a Public Online - Internet Bidding Platform
- The property will be offered as two independent tracts:
 - Tract 1: 36.63 acre building site with mix of pasture and woods
 - Tract 2: House, garage, detached garage/shop on 3.187 +/- acres
- All bids / offers must be entered prior to Thursday, November 2, 2023 – 6:00pm EST
- To be approved as a bidder a signed copy of the terms and conditions along with a signed bidder's certification must be received and approved by the auction office.
- Financing is not a Contingency; bidders must be prepared to pay cash at closing.
- This property will be sold subject to seller's approval, sells with an un-disclosed reserve.
- Property sells As-Is with no warranties expressed or implied. Bidders may perform their independent inspections prior to bidding.
- This property is Subject to prior sale (the property can be purchased prior to end of auction).
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- An **11%** buyer's premium will be added to the final bid and charged to the buyer at closing, the final bid plus the 11% buyer's premium will establish the final sales price.
- Any pre-auction offers must be made & presented to Listing Broker based on these Bidding Rules (Terms & Conditions).
- Down Payment:
 - Tract 1: A "Down Payment" of **\$10,000** for **land** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the purchase agreement. The down payment will be deposited with John Bethell Title Company.
 - Tract 2: A "Down Payment" of **\$5,000** for **house** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the purchase agreement. The down payment will be deposited with John Bethell Title Company.
- Upon the acceptance of the purchase agreement between the buyer and the seller, the down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you are prepared to pay cash at closing or have arranged your financing prior to bidding. The balance of the purchase price including the buyer's

TERMS & CONDITIONS

OF THE AUCTION



**Coffey Realty
& Auction**

premium will be due via a wire transfer to the closing company, on delivery of insurable title on or before December 8, 2023.

- The seller agrees to furnish buyer with an owner's policy of Title Insurance at closing. Preliminary title search provided in "Bidder's Info Packet".
- Real Estate Taxes will be prorated to the day of closing.
- Closing shall take place at the office of: John Bethell Title Company, 2626 S. Walnut Street Bloomington, IN 47401.
- Closing transaction fee will be paid by the buyer.
- Closing will be on or before December 8, 2023 Real Estate closing transaction fee of \$250.00 will be charged to the buyer at closing.
- Possession will be granted day of final closing
- Successful Bidder shall execute electronically a "Real Estate Purchase Agreement" for the property immediately after being declared Successful Bidder.
- United Country Real Estate and their representatives are exclusive agents of the Seller.
- All announcements made up to the final close of the bidding take precedence over all advertising, oral or printed material.
- Preview dates & times:
 - October 9th @ 6 pm
 - October 15th @ 2 pm
 - October 29th @ 2 pm

Bidder

Date

PROPERTY

INFORMATION

Country Home and Land for Sale at Auction in Bloomington, Indiana

Bidding Ends: November 2, 2023, @ 6 pm

5530 S. Harmony Rd, Bloomington, Indiana

Tract 1:

- 36.63 acres
- A vast expanse of raw land beckoning to be shaped by your vision.
- Tillable farm land
- Build your dream country home or rustic farmhouse.
- A serene escape, yet close to the conveniences of Bloomington.

Tract 2:

- 3.18 acres
- This tract comes with a charming country home nestled among the trees.
- 2 spacious bedrooms
- 1 well-appointed bathroom
- An expansive wrap-around porch, perfect for those tranquil Indiana evenings or early morning coffee moments. Sit and enjoy the wildlife.
- A detached shop stands ready to accommodate your hobbies, crafts, and projects.
- Whether you're a farmer searching for fertile ground, or a dreamer wanting a slice of Indiana countryside, this auction offers something for everyone.

Don't miss this exclusive opportunity to own your own slice of heaven outside Bloomington, Indiana. Presented by the trusted auction team at United Country Coffey Realty & Auction, led by Jimmie Dean Coffey & Cody Coffey. Contact: 812-822-3200

State Form 46234 (R6/6-14)

Date (month, day, year)

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 by

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 now through 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.

Property address (number and street, city, state, and ZIP code) 5530 South Harmony Road, Bloomington, IN 47403

1. The following are in the conditions indicated:

[illegible]

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	<i>Charles E. Stoddard</i>	Signature of Buyer	
---------------------	----------------------------	--------------------	--

Signature of Seller	<i>Conrad J. Hunsicker</i>	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 form was originally provided to the Buyer.

Signature of Seller (at closing)	Signature of Seller (at closing)
----------------------------------	----------------------------------

DISCLOSURES

Property address (number and street, city, state, and ZIP code) 5530 South Harmony Road, Bloomington, IN 47403																																																																																																			
2. ROOF	YES	NO	DO NOT KNOW																																																																																																
Age, if known Years. <u>12</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																
Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																																
Is there present damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																																
Is there more than one layer of shingles on the house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																																
If yes, how many layers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																																
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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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																																
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																																
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																																
Explain:																																																																																																			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)																																																																																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">4. 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Explain:</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="4" style="height: 40px;"></td> </tr> <tr> <td>Is the access to your property via a private road?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is the access to your property via a public road?</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is the access to your property via an easement?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Have you received any notices by any governmental or quasi-governmental agencies affecting this property?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Are there any structural problems with the building?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Have any substantial additions or alterations been made without a required building permit?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Are there moisture and/or water problems in the basement, crawl space area, or any other area?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is there any damage due to wind, flood, termites, or rodents?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Have any structures been treated for wood destroying insects?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Are the furnace/woodstove/chimney/flue all in working order?</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is the property in a flood plain?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Do you currently pay for flood insurance?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Does the property contain underground storage tank(s)?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is the homeowner a licensed real estate salesperson?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is there any threatened or existing litigation regarding the property?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Is the property located within one (1) mile of an airport?</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>				4. 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Signature of Seller <u>Cherene D. Sturgeon</u>	Signature of Buyer
Signature of Seller <u>Connie D. Sturgeon</u>	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 form was originally provided to the Buyer.	
Signature of Seller (at closing)	Signature of Seller (at closing)



FORM #03.



LEAD BASED PAINT

DISCLOSURES



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

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

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

2 **PROPERTY ADDRESS:** 5530 South Harmony Road, Bloomington, IN 47403

3
4 **LEAD WARNING STATEMENT**

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

13
14 **SELLER'S DISCLOSURE**

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

16
17 (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

18
19
20 (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

21
22
23 (b.) Records and reports available to the seller: *(check (i) or (ii) below)*

24 (i) ☐ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales*
25 *Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and
26 attach documents below): _____

27
28
29 (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

30
31 **BUYER'S ACKNOWLEDGEMENT (initial)**

32 (c.) ☐ Buyer has received copies of all information listed above.

33 (d.) ☐ Buyer has received the pamphlet *Protect Your Family From Lead In Your Home*.

34 (e.) ☐ Buyer has *(check (i) or (ii) below)*:

35 (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
36 the presence of lead-based paint and/or lead-based paint hazards;

37 OR

38 (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
39 lead-based paint hazards.

40 **BROKER'S ACKNOWLEDGMENT (initial)**

41 (f.) ☒ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act
42 of

43 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word
44 "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

45
46

5530 South Harmony Road, Bloomington, IN 47403
(Property Address)

LEAD BASED PAINT

DISCLOSURES

47 CERTIFICATION OF ACCURACY

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

50
51 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
52 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
53 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
54 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
55 document shall be promptly delivered, if requested.

56
57
58 BUYER'S SIGNATURE DATE

59
60 PRINTED

61
62
63
64 BUYER'S SIGNATURE DATE

65
66 PRINTED

67
68
69
70 SELLING BROKER DATE

CLARENCE E. STURGEON 8-3-23
SELLER'S SIGNATURE DATE

CLARENCE E. STURGEON
PRINTED

CONNIE J. STURGEON 8-3-23
SELLER'S SIGNATURE DATE

CONNIE J. STURGEON
PRINTED

Listing Broker 8-3-2023
LISTING BROKER DATE



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 2023



5530 South Harmony Road, Bloomington, IN 47403
(Property Address)

BID CERTIFICATION

DOCUMENT

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 the Auctioneers are working for the Seller and there is no relationship of dual agency.
8. 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.
9. 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: 5530 S. Harmony Rd., Bloomington, IN 47403

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 cc: pcoffey@UnitedCountryIN.com

CONTRACT

SAMPLE PURCHASE CONTRACT



Coffey Realty
& Auction

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 2 day of November 2023, by and between
Sturgeon, Clarence E. & Connie J. Revocable 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: 5530 S. Harmony Rd. in the City of
Bloomington County of Monroe and State of Indiana.

Legally described as: PT SW 1/4 Sec 28, T8N, R2W - 36.63 acres & PT SW 1/4 Sec 28, T8N, R2 W - 3.31 acres

Buyer herewith agrees to deposit with John Bethell Title Company, Inc., \$ 25,000.00 and 00/100
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 December 8, 2023 and shall take place at the office of John
Bethell Title Company, Inc., 2626 S. Walnut Street, Bloomington, IN 47401.

The buyer will pay the closing fee.

Possession is to be given day of final closing.

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Deed & note, Title
Opinion if desired.

Title is to be conveyed subject to all restrictions, easement and covenants of record, subject to zoning
ordinance or laws of any governmental authority. These premises are to be in the same condition as
they are as of the date of this contract, ordinary wear and tear excepted. Seller is expected to bear risk
of loss through the date of deed. In the event the premises are wholly or partially destroyed before the
consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether
or not he will go through with the transactions, and in the event he chooses to go through with it, all
insurance damages collectible as a result of the damage or destruction shall be assigned to him, the
Buyer. If he chooses not to go through with the transaction, any earnest money held in escrow will be
refunded in full.

CONTRACT

SAMPLE PURCHASE 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 Buyer's Premium \$.00

Total Purchase Price \$.00

Less Down Payment \$ 10,000.00

Total Due at Closing \$.00

This offer will expire if not accepted on or before: November 3, 2023 at 5:00pm

Purchased By:

Buyer Date _____

Printed Phone _____

Buyer Address: _____ City _____ State _____ Zip _____

Buyer Date _____

Printed Phone _____

Buyer Address: _____ City _____ State _____ Zip _____

Buyer Date _____

Printed Phone _____

Buyer Address: _____ City _____ State _____ Zip _____

Names for Deed: _____

Accepted By:

Seller Date _____

Jerry A. Abram
Printed Time: _____

Seller Date _____

Printed

CONTRACT

SAMPLE PURCHASE CONTRACT



Coffey Realty
& Auction

PROMISSORY NOTE

**5530 S. Harmony Rd.
Bloomington, Indiana
Van Buren Township, Monroe County**

\$10,000.00
Amount

November 3, 2023
Date

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

The Sum of ten thousand and No/dollars (\$10,000.00), 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

Date: _____

Signature

Date: _____