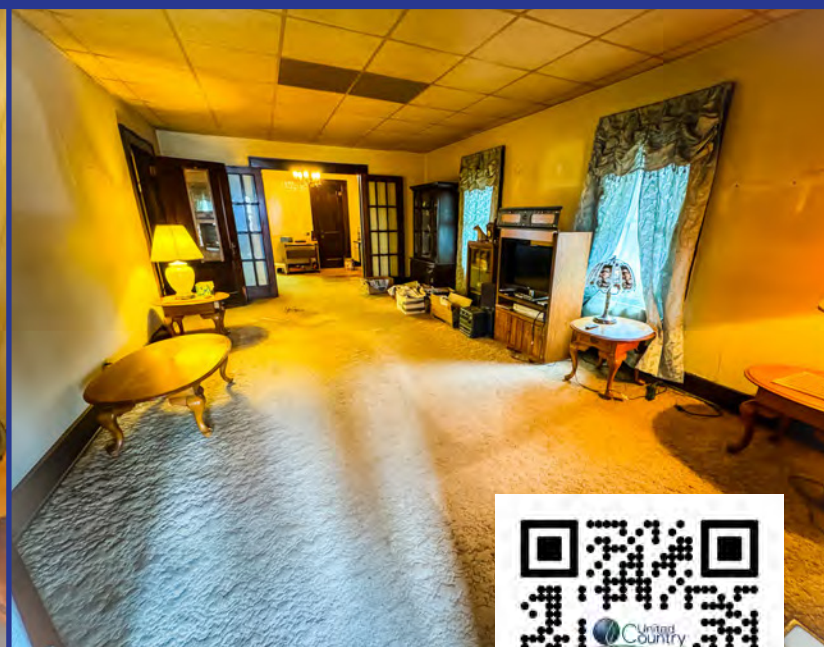


FIXER UPPER | OOLITIC, INDIANA

Online Auction: JAN. 31 • 6 PM



 **United
Country
Real Estate**

**Coffey Realty
& Auction**

for more information

UnitedCountryIN.com

812.822.3200



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Auction
Manager

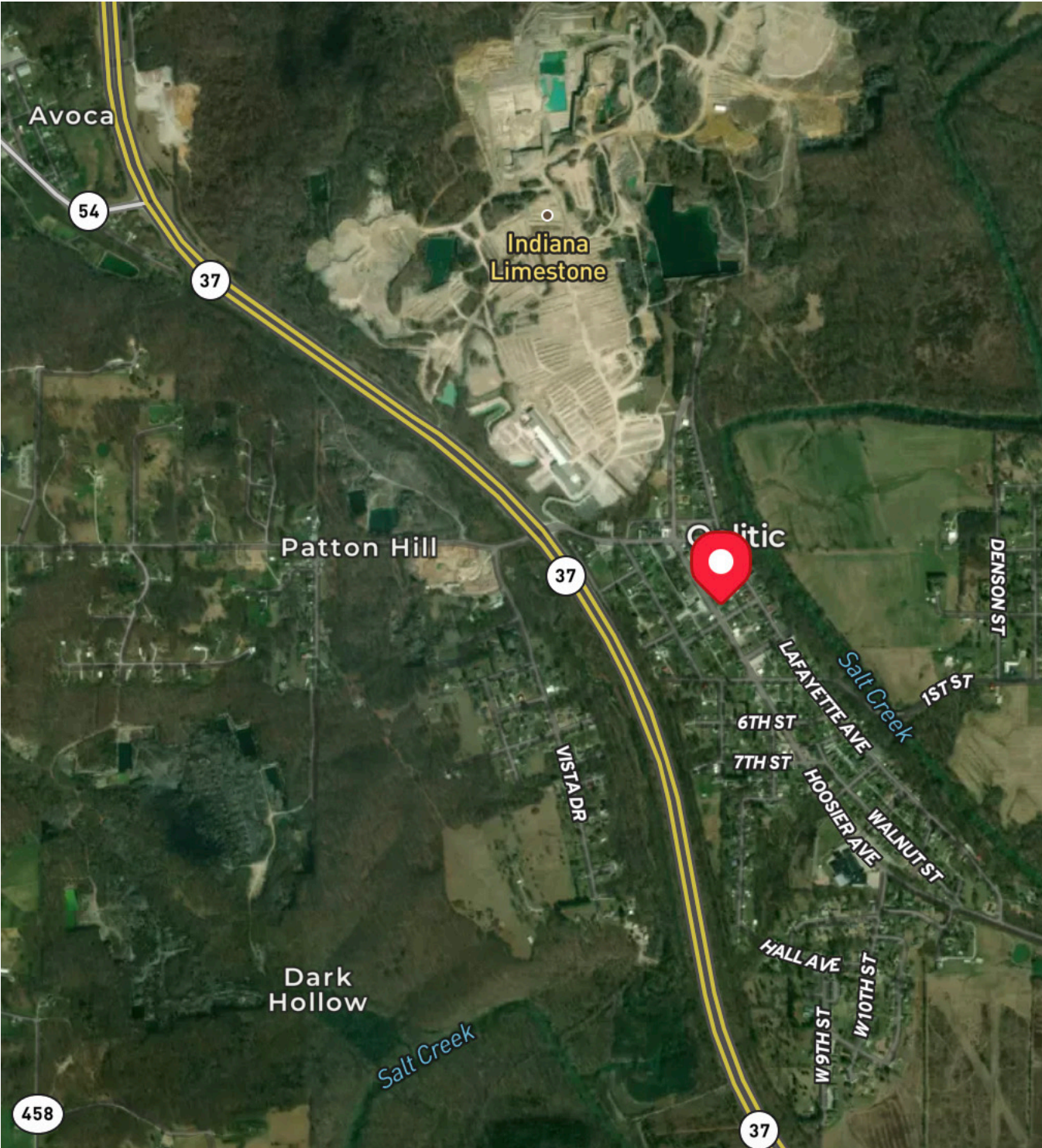
Jimmie Dean Coffey | 812.360.6005 | jcoffey@unitedcountryin.com

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



TERMS & CONDITIONS

OF THE AUCTION

TERMS & CONDITIONS

Butler - Real Estate Auction

**239 Lafayette Ave.
Oolitic, IN 47451**

Legal Description

CRIMS CENT PT 34' LOT 7 34 X 180

- The property will be sold at Public "Online - Internet Auction", ending January 31, 2024 @ 6:00PM
- 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 \$5,000.00** 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 Classic Title. 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 March 1, 2024
 - 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 Personal Representative'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: **Classic Title** – 1526 I St. Bedford, IN 47421
 - Closing fee will be paid by the buyer.
 - Closing will be held on or before March 1, 2024
- 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

PROPERTY

INFORMATION

Exceptional Auction Opportunity: Quaint Single-Family Residence - Place Your Bid Today!

United Country - Coffey Realty & Auction is excited to present a charming single-family residence for auction. Don't miss your chance to bid on this unique property.

Auction Ends: Wednesday, January 31, 2024, at 6:00 PM ET

Key Features:

Year Built: 1929. Tons of historical character.

Size & Layout: Situated on a 6,098 sqft lot with a comfortable total interior livable area of 1,237 sqft.

Bedrooms & Bathrooms: This cozy home features 1 bedroom and 1 full bathroom

Living Spaces: Includes a welcoming living room, a functional office space and a dining room and u-shaped kitchen.

Comfort Year-Round: Equipped with natural gas heating and central air conditioning.

Additional Features: Partial, unfinished basement offering extra storage and potential; block construction ensures durability.

Garage Space: Convenient single garage space included.

For more details and to place your bid, visit our website now.

United Country - Coffey Realty & Auction Your Destination for Premier Property Auctions

AUCTION BIDDING

PROCESS

- Go to website: unitedcountryin.com
- Move down the page to “Historic 2-Bedroom Home in Paoli, Indiana
- Click on “Bidding Open”
- A new page will open, and you will then see (to the right and down of the photo) “Register to Bid”. Click on that. You will then be asked to create a login and password. (Note: Please keep this login and password information in a safe place so you can remember it for future login needs)
- Once you have created an account and successfully logged in and registered for the auction you will receive an email with Terms & Conditions and a bid certification form. (These forms will be sent electronically, and your bids will show pending until these forms are completed.)
- Once forms have been successfully signed and submitted you will approved for bidding.

For any bidding questions please contact:
Cody Coffey 812-360-8383.

COUNTY PROPERTY

INFORMATION

Lawrence County, IN
239 LAFAYETTE Ave
39 DEGREES NORTH (855) GIS-3939

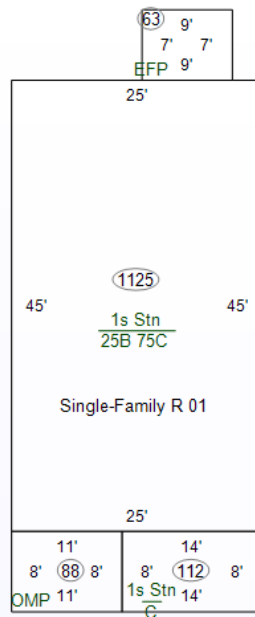


COUNTY PROPERTY

INFORMATION



Utility Shed R 01



Parcel Information

Owner Name	Butler, Maxwell S
Owner Address	239 Lafayette Ave Oolitic, In 47451
Parcel Number	47-06-04-131-030.000-011
Alt Parcel Number	13 000076 00 P1
Property Address	239 Lafayette Ave, Oolitic, In 47451
Property Class Code	510
Property Class	1 Family Dwell - Platted Lot
Neighborhood	Oolitic #2, 1302-011
Legal Description	CRIMS CENT PT 34' LOT 7 34 X 180

COUNTY PROPERTY

INFORMATION

Taxing District

Township	Shawswick Township
Corporation	North Lawrence Community Schools
Taxing District Name	Oolitic Town
Taxing District Number	011

Land Description

Land Type	Acreage	Dimensions
F	0.00	34x180

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Butler, Matricia A Trustee Matricia A Butler Trust			Wd	
2022-11-29	Butler, Maxwell S		2022007985	Wd	

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2023-08-08	Annual Adjustment	\$4,200.00	\$96,500.00	\$100,700.00
2022-08-05	Annual Adjustment	\$4,000.00	\$87,900.00	\$91,900.00
2021-07-22	Annual Adjustment	\$3,700.00	\$78,600.00	\$82,300.00
2020-07-30	Annual Adjustment	\$3,600.00	\$75,000.00	\$78,600.00
2019-06-24	General Revaluation	\$3,600.00	\$72,200.00	\$75,800.00
2018-07-11	General Revaluation	\$3,600.00	\$71,500.00	\$75,100.00
2017-07-15	General Revaluation	\$3,600.00	\$68,800.00	\$72,400.00
2016-01-01	Annual Adjustment	\$3,500.00	\$68,800.00	\$72,300.00
2015-03-01	General Revaluation	\$3,500.00	\$74,200.00	\$77,700.00
2014-03-01	Trending 2014	\$3,500.00	\$72,900.00	\$76,400.00
2013-03-01	54-Trending	\$2,600.00	\$71,400.00	\$74,000.00
2012-03-01	General Revaluation	\$2,600.00	\$72,100.00	\$74,700.00
2011-03-01	54-Trending	\$2,800.00	\$64,900.00	\$67,700.00
2010-03-01	54-Trending	\$2,800.00	\$64,600.00	\$67,400.00
2009-03-01	54-Trending	\$2,700.00	\$64,600.00	\$67,300.00
2008-03-01	56-Trending 08 Don't Use	\$2,600.00	\$64,000.00	\$66,600.00
2007-03-01	55-Trending 07 Don't Use	\$2,900.00	\$63,400.00	\$66,300.00
2006-03-01	54-Trending	\$2,700.00	\$63,400.00	\$66,100.00
2005-03-01	Ag Land Update	\$2,400.00	\$60,900.00	\$63,300.00
2002-03-01	General Revaluation	\$2,400.00	\$60,900.00	\$63,300.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
-----------	------------	------------	-------------

COUNTY PROPERTY

INFORMATION

Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	N
All	Y

Exterior Features

Exterior Feature	Size/Area
Porch, Enclosed Frame	63
Porch, Open Masonry	88

Special Features

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

Summary of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Utility Shed R 01	D	F	1910	1910	360
Single-family R 01	C+2	A	1929	1935	1,237

Single-Family R 01

Accommodations

Bed Rooms	1
Finished Rooms	6

Plumbing

Full Baths	1
Full Baths Fixtures	3
Half Baths	
Half Baths Fixtures	
Kitchen Sinks	1

Other Residential Dwelling

Heat Type	Central Warm Air
Fireplaces	
Attached Garages	

Floors

Floor	Construction	Base	Finished
1	Stone	1,237	1,237
B		281	
C		956	

COUNTY PROPERTY

INFORMATION



Tax Bill

Parcel Information

Parcel Number	47-06-04-131-030.000-011
Tax ID	13 000076 00 P1
Owner Name	Butler, Maxwell S
Owner Address	239 Lafayette Ave Oolitic, In 47451
Legal Description	CRIMS CENT PT 34' LOT 7 34 X 180

2022 PAY 2023

Deductions

Type	Amount
Mortgage	\$3,000.00
Veteran Total	\$14,000.00
Veteran Part	\$8,008.00

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Oolitic	1st Installment Tax	\$697.03	\$697.03	\$0
Oolitic	2nd Installment Tax	\$697.03	\$697.03	\$0
Oolitic	Last Year 1st Installment Tax	\$612.96	\$612.96	\$0
Oolitic	Last Year 2nd Installment Tax	\$612.96	\$612.96	\$0
Oolitic	Ly 1st Installment Penalty	\$61.30	\$61.30	\$0
Oolitic	Ly 2nd Installment Penalty	\$61.30	\$61.30	\$0

2021 PAY 2022

Deductions

Type	Amount
Mortgage	\$3,000.00
Veteran Total	\$14,000.00
Veteran Part	\$9,802.00

COUNTY PROPERTY

INFORMATION

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Oolitic	1st Installment Penalty	\$61.30	\$0	\$61.30
Oolitic	1st Installment Tax	\$612.96	\$0	\$612.96
Oolitic	2nd Installment Penalty	\$61.30	\$0	\$61.30
Oolitic	2nd Installment Tax	\$612.96	\$0	\$612.96

2020 PAY 2021

Deductions

Type	Amount
Mortgage	\$3,000.00
Veteran Part	\$10,478.00

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Oolitic	1st Installment Tax	\$725.23	\$725.23	\$0
Oolitic	2nd Installment Tax	\$725.23	\$725.23	\$0
Oolitic	Additional 5% Penalty	\$37.25	\$37.25	\$0
Oolitic	Last Year 2nd Installment Tax	\$745.00	\$745.00	\$0
Oolitic	Ly 2nd Installment Penalty	\$37.25	\$37.25	\$0

Overlay Report

Overlay by Landuse and Soil

PIN 18	47-06-04-131-030.000-011			
Total Acreage	0.131			
Total Adj. Acreage	0.000			
Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Cspb	0	Unknown	0.067	0.000
Cspc2	0	Unknown	0.064	0.000

Overlay by Landuse

PIN 18	47-06-04-131-030.000-011			
Total Acreage	0.131			
Total Adj. Acreage	0.000			
Land Use Code	Land Type	GIS Acreage	Adj. Acreage	
0	Unknown	0.131	0.000	
Unk		0.000	0.000	

TITLE COMMITMENT



First American Title™

Commitment for Title Insurance
Indiana - 2021 v. 01.00 (07-01-2021)

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: **CLASSIC TITLE, INC.**
Issuing Office: **1526 I Street, Bedford, Indiana 47421**
Issuing Office's ALTA® Registry ID:
Commitment Number: **24-15904**
Issuing Office File Number: **24-15904**
Property Address: **239 Lafayette Ave, Oolitic, IN 47451**

SCHEDULE A

1. Commitment Date:
2. Policy to be issued:
 - (a) ALTA® Owner's Policy of Title Insurance
Proposed Insured: **TBD**
Proposed Amount of Insurance: \$ *tbd*
The estate or interest to be insured: **Fee Simple**
 - (b)
Proposed Insured: **TBD**
Proposed Amount of Insurance: \$
The estate or interest to be insured: **Fee Simple**
3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.
4. The Title is, at the Commitment Date, vested in: **Heirs and or devisees of Maxwell S. Butler, deceased , subject to the rights of Susan Elaine Jones, Administrator**
5. The Land is described as follows: **See continuation of Schedule A.**

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. 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.

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TITLE COMMITMENT



First American Title™

Commitment for Title Insurance
Indiana - 2021 v. 01.00 (07-01-2021)

SCHEDULE A (Continued)

File No. 24-15904

LEGAL DESCRIPTION

Legal Description:

Part of Lot Number seven (7) in the Town of Limestone, Lawrence County, Indiana, now a part of the Incorporated Town of Oolitic, Indiana, bounded and described as follows: Beginning at a point 45 feet Southeast from the Northeast corner of said lot; running thence Southeasterly along the line of said lot 34 feet, thence southwesterly to the Southwest line of said Lot 7; thence Northwesterly along the Southwest line of said lot 34 feet; thence northeasterly to the place of beginning, subject to an easement of 4 feet off the Northwesterly side of above described real estate and of 4 feet off the southeasterly side of the North 45 feet of said lot.

CLASSIC TITLE, INC.

By: _____
Authorized Signatory

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TITLE COMMITMENT



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Commitment for Title Insurance
Indiana - 2021 v. 01.00 (07-01-2021)

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.
 - a. **Deed from Susan Elaine Jones, Administrator of the Estate of Maxwell S. Butler, deceased to TBD conveying the subject property set forth under Schedule A.**
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. 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.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Affidavits to be executed at the closing and returned to Classic Title, Inc..
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11- 15.
10. By virtue of I.C. 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 Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.

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TITLE COMMITMENT



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Indiana - 2021 v. 01.00 (07-01-2021)

SCHEDULE B, PART I—REQUIREMENTS (Continued)

File No. 24-15904

12. Note: Effective July 1, 2009, HEA 1374 (enacting 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 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form 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 or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.
14. Indiana state law, effective July 1, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at Indiana Code 1-1-16. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.

If a prohibited foreign entity or person is a party to this transaction, the Company must be notified in writing. The Company will not knowingly close or insure a transaction that violates the referenced state law.

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TITLE COMMITMENT



First American Title™

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Indiana - 2021 v. 01.00 (07-01-2021)

SCHEDULE B, PART II—EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Liens for taxes and assessments which become due and payable subsequent to Date of Policy.
8. Real estate taxes assessed for the year 2022 are a lien and are due in two installments payable May 10 and November 10, 2023.

Assessed in the name of: Estate of Maxwell S. Butler, deceased
Parcel No.: 47-06-04-131-030.000-011
Taxing Unit and Code: Oolitic
Land: 4,000.00 Improvements: 87,900.00
Exemptions: M=\$3,000.00; V=20,008.00
May installment of \$697.03 is paid
November installment of \$697.03 is paid

9. Real estate taxes assessed for the year 2023, which became a lien on January 1st, but are not due and payable until 2024.
10. The exact quantity of land or number of acres contained within the property described herein is not insured. The acreage listed, if any, is for convenience only and the company does not guarantee or affirm as to the true acreage of the property.
11. Rights of the public, the State of Indiana, and County of Lawrence and the municipality in and to that part of the premises taken or used for road or alley purposes and utility rights-of-way.
12. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
13. Mineral 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.
14. Any easements, rights of way or servitudes appearing in the public records.

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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 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: _____

Printed Name: _____

Bidder Address: _____

Phone: _____

Email Address: _____

Signature: _____

Return to: 4228 State Road 54 W - Springville, IN 47462

(812) 822-3200 | UnitedCountryIN.com

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