

COUNTRY HOME + LAND - SPENCER, IN

Online Auction: **SEPT. 26 - 6 PM**



STOP BY TO TAKE A LOOK AT THE PROPERTY

PROPERTY LOCATION:

5836 THREE OAKS LANE | SPENCER, INDIANA

PREVIEW:

SEPTEMBER 7TH - 10:00AM

SEPTEMBER 22ND - 2:00PM



SELLER: GOSS | LIC. # - AU01049934



JIMMIE DEAN + CODY COFFEY
812.360.6005 812.360.8383

812.822.3200



**Coffey Realty
& Auction**

for more information

UnitedCountryIN.com

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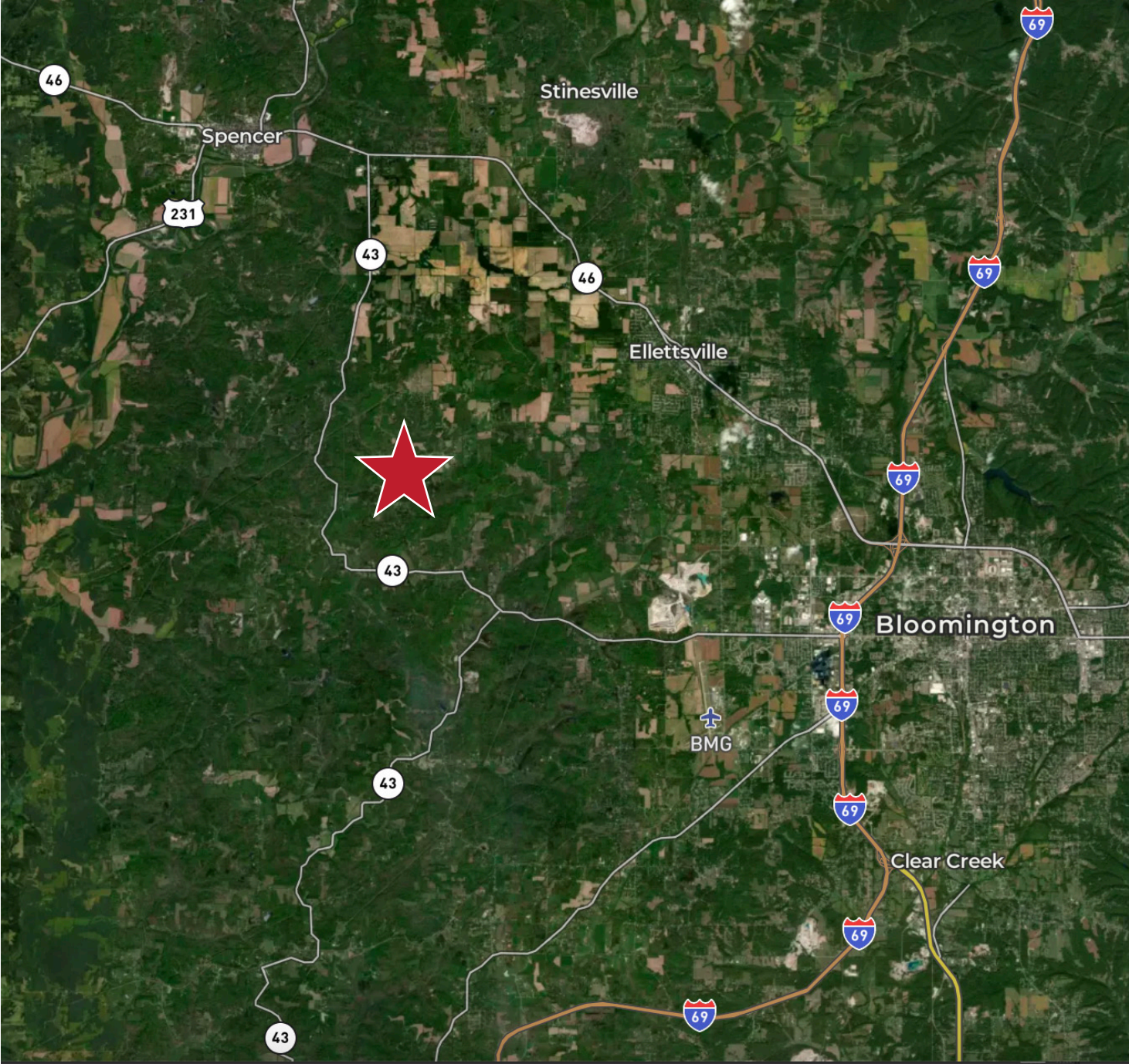
**Auction
Manager**

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

OF THE AUCTION



TERMS & CONDITIONS

Goss - Real Estate Auction
5836 Three Oaks Lane
Spencer, Indiana 47460

Legal Description
IN N 1/2 S23 T9 R3 20.07A aka Mason Clark Sub Div Lot 4

- The property will be sold at Public "Online - Internet Auction", ending Thursday September 26, 2024 @ 6:00pm ET
- The property will be sold subject to seller's confirmation (sells with a non-published reserve).
- Property sells As-Is with no warranties expressed or implied
- The auction is Subject to prior sale (the property can be purchased prior to the end of the auction)
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- Buyer's Premium
 - An **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 John Bethell 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 November 11, 2024
 - A promissory note will be signed along with the down payment.
- Final closing is **NOT** contingent upon financing, make sure you have lender approval if needed prior to bidding.
- The property will be conveyed by a General 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 paid by the seller and prorated to the day of closing.
- Closing:
 - Closing shall take place at the office of: *John Bethell Title Co – 2626 S. Walnut Street, Bloomington, IN 47401*
 - Closing fee will be paid by the buyer.
 - Closing will be held on or before November 11, 2024
- Possession will be granted on or by November 11, 2024
- A \$250.00 Broker Admin fee will be paid by the buyer at 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: September 7, 2024 10:00AM & September 22, 2024 2:00PM or 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 Cody Coffey (812) 360-8383 or Jimmie Dean Coffey (812) 360-6005 or at United Country Coffey Realty & Auction (812) 822-3200 office

I do hereby agree to these Auction Terms & Conditions.

Bidder

Bidder

PROPERTY

INFORMATION

Nestled on 20 acres in Owen County, this beautiful log home at 5836 Three Oaks Lane offers a serene retreat through an online bidding process

Bidding Ends: September 26, 2024 @ 6 pm

Preview:

Saturday, Sept. 7th – 10:00am

Sunday, Sept. 22nd – 2:00pm

Welcome to 5836 Three Oaks Lane, a stunning modern log home nestled on 20 acres of serene countryside near Spencer, Indiana, with easy access to Bloomington. This 4-bedroom, 3.5-bathroom home perfectly blends rustic charm with modern luxury, offering a peaceful retreat surrounded by nature. Perfectly situated for country living just 10-15 minutes from Ellettsville, Spencer, and Bloomington. The quaint restaurants and Tivoli theater of Spencer are minutes away or indulge in the diverse cultural opportunities of Bloomington.

Main Level Elegance:

Step inside to discover a spacious main level featuring a vaulted ceiling in the living room, an open floor plan seamlessly connecting the kitchen and dining areas, and a sliding door leading to the deck and pool area. The master suite is conveniently situated on this main level, providing comfort and privacy.

Outdoor Oasis:

Enjoy the outdoors with a covered front porch perfect for watching the sunrise or sunset while sipping your morning coffee or tea. The above ground pool with deck along with a stamped concrete patio and hot tub with entertainment area is a fantastic space for gatherings and fun for all ages. A detached 3-car garage connected to the home with a covered breezeway offers ample storage and parking.

Walk-Out Basement:

The fully finished walk-out basement boasts 9' ceilings, a kitchenette, a bedroom with egress window, and a full bath—ideal for guests or extended family. There is also an unfinished storage room and utility space for added convenience.

Upper-Level Comfort:

The upper-level features 2 cozy bedrooms, a full bath, and an open loft area, perfect for a home office, reading area or playroom.

Cozy Features:

This home is equipped with an outdoor wood-burning furnace (Heatmor brand) to keep you warm during Indiana's colder months. The bedrooms are carpeted for comfort, and the main level features hardwood flooring.

Nature Lover's Dream:

Explore the beautiful, wooded surroundings or enjoy the level yard, perfect for all kinds of outdoor activities. This property is approximately 50% wooded and 50% open perfect for livestock pasture, Hay, gardening, etc.

Additional Features:

Private Well: 110-120 feet deep

Utilities: District UDWI, REMC

Internet: Smithville DSL

This modern yet rustic country home offers the perfect blend of nature, luxury, and convenience. Do not miss your chance to own a piece of paradise in Spencer, Indiana!

MLS INFORMATION



Listings as 08/23/2024

Residential Client Full Detail Report

[Schedule a Showing](#)

Page 1 of 1

Property Type RESIDENTIAL

Status Active

Auction Yes

MLS # 202432346	5836 Three Oaks Lane	Spencer	IN 47460	Status Active	L.. \$543,210
Area Owen County	Parcel ID 60-17-23-102-120.004-016	Type Site-Built Home			
Sub Other	Cross Street	Bedrms 4	F Baths 3	H Baths 1	
Location Rural Subdivision	Style One and Half Story				
School District SP...	Elem McCormicks Creek	JrH Owen Valley	SrH Owen Valley		
Legal Description IN N 1/2 S23 T9 R3 20.07A AKA MASON CLARK SUB DIV LOT 4					
Directions From Hwy 43 turn on Little Flock Rd. Go approx 1.7 miles turn right onto White Road go approx 0.2 turn left onto gavel					
Inside City Limits	City Zoning	County Zoning	Zoning Description		



Remarks IMIPORTANT NOTICE: The list price of \$543,210 is provided solely for filtering purposes. All bids or offers must be submitted by 6:00 PM EDT on Thursday September 26, 2024. Interested buyers are required to review and sign the Terms & Conditions of the sale, available in the attached documents. Discover this serene country retreat at 5836 Three Oaks Lane in Spencer, Indiana. This stunning modern log home, set on 20 acres of picturesque countryside in Owen County, offers a unique opportunity through an online bidding process. With 4 bedrooms and 3.5 bathrooms, this property perfectly blends rustic charm with modern luxury, providing a peaceful escape surrounded by nature, yet conveniently located near Spencer, Ellettsville, and Bloomington. Main Level Features: The spacious main level boasts a vaulted ceiling in the living room, an open floor plan connecting the kitchen and dining areas, and a master suite designed for comfort and privacy. A sliding door opens to a deck and pool area, ideal for relaxation and entertaining. Outdoor Living: The property includes a covered front porch, an above-ground pool with a deck, and a stamped concrete patio, creating a fantastic outdoor space for gatherings. A detached 3-car garage, connected to the home by a covered breezeway, offers ample storage and parking. Finished Walk-Out Basement: The basement features 9-foot ceilings, a kitchenette, a bedroom with an egress window, and a full bath, making it an ideal space for guests or extended family. Additionally, there is unfinished storage and utility space for convenience. Upper-Level Comfort: The upper level includes two cozy bedrooms, a full bath, and an open loft area, perfect for a home office, reading nook, or playroom. Additional Features: The home is equipped with an outdoor wood-burning furnace, hardwood flooring on the main level, and carpeted bedrooms for added comfort. The property is approximately 50% wooded and 50% open, making it ideal for outdoor activities, livestock, or gardening.

Set Lot 4	Lot Ac/SF/Dim 20.07... / 874,249	20 Acres	Src No Lot Des	Partially Wooded, 15+, Pasture		
Township Clay	Abv Gd Fin SqFt 1,860	Below Gd Fin SqFt 900	Ttl Below Gd SqFt 1,110	Ttl Fin SqFt 2,760	Year Built 2005	
Age 19	New No	Date Complete	Ext Log	Fndtn Full Basement, Walk-Out Basement, Partially ...	# Rooms 5	
Room Dimensions	Inside City Limits	City Zoni...	County Zo...	Zoning Description		
DIM	L					
L.. 24 x 12	M	Baths Full	Half	Water WELL	Dryer Hookup Gas No	Fireplace No
D.. 10 x 13	M	B-Main 1	1	Well T... Private	Dryer Hookup Elec No	Guest Qtrs No
F.. 16 x 20	B	B-Upper 1	0	Sewer None	Dryer Hook Up Gas/El... No	Split Firpln No
K.. 11 x 13	M	B-Blw G 1	0	Fuel / Electric, Wood	Disposal No	Ceiling Fan No
B.. x		Laundry Rm Main		Heating	Water Soft-Owned Yes	Skylight No
D.. x		Laundry LW 6 x 5		Cooling Central Air	Water Soft-Rented No	ADA Features No
M.. 15 x 15	M	AMENITIES Ceiling-9+, Ceilings-Vaulted, Closet(s) Walk-in,		Alarm Sys-Sec No	Fence None	
2.. 15 x 12	U	Deck Open, Garage Door Opener, Open Floor Plan, Porch		Alarm Sys-R... No	Golf Course No	
3.. 15 x 12	U	Covered, Range/Oven Hook Up Elec, Kitchenette, Main Level		Jet/Grdn Tub No	Nr Wilkg Trails No	
4.. 14 x 9	B	Garage 3.0 / Detached	/ 38 x 24 / 912.00	Pool No	Garage Y/N Yes	
5.. x		Outbuilding None	x	Pool Type	Garage Dr Opnr: Yes	
R.. x		Outbuilding	x	Off Street Pk		
LF 15 x 12	U	Assn Dues	Not Applicable	SALE INCLUDES Dishwasher, Refrigerator, Range-Electric, Water Softener-Owned		
E.. x		Other Fees		FIREPLACE None		
WtrType	Restrictions					
Water Features	Water Acce...	Wtr Name				
	Wtr Frtg	Channel Frtg				
	None	Lake Type				

Virtual Tours:

Auction Yes	Auction Reserve Price \$	Auction Date 9/26/2024	Auction Time 06:00 pm
Auctioneer Name Jimmie Dean Coffey	Auctioneer License # AU01049934		
Financing: Proposed Cash, Conventional	Exemptions	Year Taxes Payable 2024	
Annual Taxes \$1,935....	Is Owner/Seller a Real Estate Licensee No	Possession At Closing	
List Office United Country Coffey Realty & Auction - Offc: 812-822-3200			

Pending Date	Closing Date	Selling Price	How Sold	CDOM 0
Ttl Concessions Paid	Sold/Concession Remarks			
Seller Concessions Offer Y/N	Seller Concession Amount \$			

Presented by: Phyllis Coffey

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

Information is deemed reliable but not guaranteed. Properties may not be listed by the Agent/Office presenting this report. Report may not contain all available data. Broker Commissions are not set by law and are fully negotiable. © 2024 IRMLS. All Rights Reserved.

PLAT MAP

Steve Archer
P.O. Box 1296
Bloomington, IN 47402
(812)334-8841
AND ASSOCIATES, INC.
(812)323-7699 fax
LAND SURVEYING

Mason Clark Subdivision

Part of the East Half of the Northwest
Quarter in Section 23, Township 9 North,
Range 3 West in Owen County, Indiana

Client
Owner of Record
CHIEF, P. Mason
d/218, PG 698

Books of Deeds
The NW/4 corner
and a Owen County Surveyor's marker
found at the NE corner of Section 23 are
Section 23 pg 698
Section 23 pg 699

Covenants and Restrictions
See Attached Page 2

- wood post found
- Owen County Surveyor's marker
- iron pin found
- iron pipe found
- R.R. spike found
- △ R.R. spike set
- F.R. nail set
- 5/8" rebar w/cap set

I, hereby certify that to the best of my knowledge, ability and belief
the within plat represents a survey made by me in accordance with
Title 895, Article 1, Chapter 12 of the Indiana Administrative Code and
completed on June 8th, 2005 (revised Aug. 9, 2005)

Steve W. Archer
Indiana Registered Land Surveyor # 80970009



Part of the East half of the Northwest quarter and part of the West half of the Northwest quarter of Section 23, Township 9 North, Range 3 West, Owen County, Indiana, and more particularly described and shown by a wood post found marking the Northwest corner of said Section, there being found the true North line of said Section a 5/8 inch rebar with cap set stamped Archer 80970009 marking the Northwest corner of the East half of the Northwest quarter of said Section and being the true point of beginning of the subdivision herein described, hence South Eighty-eight (88) degrees, Forty-five (45) minutes, Seventeen (17) seconds East 37.00 feet to a spike set in the center of a 200 foot square, then along the following bearings and distances: South Two (2) degrees, Twenty-nine (29) minutes, Twenty-two (22) seconds West 64.05 feet; South Zero (00) degrees, Five (5) minutes, Thirteen (13) seconds East 117.00 feet to a spike set on a spike; South Six (6) degrees, South Zero (00) degrees, Thirteen (13) seconds East 212.24 feet to a spike set on a spike; South Six (6) degrees, South Zero (00) degrees, Thirteen (13) seconds East 41.97 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Fifty-six (56) seconds West 44.00 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Forty-nine (49) seconds West 38.17 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Forty-nine (49) seconds West 48.92 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Forty-nine (49) seconds West 29.91 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 38.17 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 29.91 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 41.97 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 48.92 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 38.17 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 29.91 feet to a spike set on a spike.

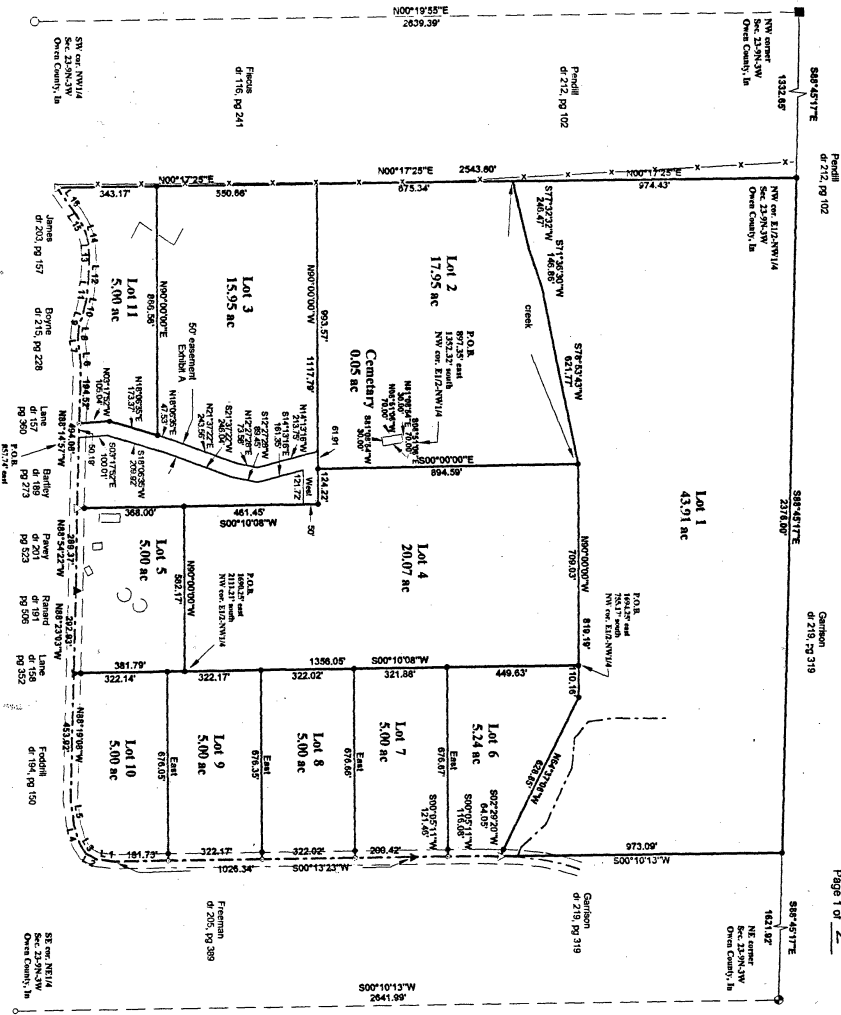


EXHIBIT A

A 50 foot wide roadway and utility easement being a part of the Northwest quarter of Section 23, Township 9 North Range 3 West Owen County, Indiana, the perimeter being described as follows: Beginning in the centerline of a county road 248.150 feet South and 837.74 feet East of a 5/8 inch rebar with cap set marking the Northwest corner of the East half of the Northwest quarter of said Section, there being found the true North line of said Section a 5/8 inch rebar with cap set stamped Archer 80970009 marking the Northwest corner of the East half of the Northwest quarter of said Section and being the true point of beginning of the subdivision herein described, hence South Eighty-eight (88) degrees, Forty-five (45) minutes, Seventeen (17) seconds East 37.00 feet to a spike set in the center of a 200 foot square, then along the following bearings and distances: South Two (2) degrees, Twenty-nine (29) minutes, Twenty-two (22) seconds West 64.05 feet; South Zero (00) degrees, Five (5) minutes, Thirteen (13) seconds East 117.00 feet to a spike set on a spike; South Six (6) degrees, South Zero (00) degrees, Thirteen (13) seconds East 212.24 feet to a spike set on a spike; South Six (6) degrees, South Zero (00) degrees, Thirteen (13) seconds East 41.97 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Fifty-six (56) seconds West 44.00 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Forty-nine (49) seconds West 38.17 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Forty-nine (49) seconds West 48.92 feet to a spike set on a spike; South Sixty-four (64) degrees, South One (1) minute, Forty-nine (49) seconds West 29.91 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 38.17 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 29.91 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 41.97 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 48.92 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 38.17 feet to a spike set on a spike; South Eighty-eight (88) degrees, South One (1) minute, Twenty-two (22) seconds West 29.91 feet to a spike set on a spike.

DULY ENTERED

AUG 18 2005

Owen County
Recorder

JULIE BRADY
OWEN COUNTY RECORDER
IN 182635
DNB DATE 08/18/2005
Doc# 11:48:43
2P
Pl. 3/133
Tie 11:48:43
23, 86

*The maintenance of Three Oaks lane is shared equally among the owners of the three houses situated on three oaks lane in accordance with a maintenance agreement.

PLAT MAP

DULY ENTERED

AUG 18 2005

*James Owen County
Angie Kammerson*

RESTRICTIONS AND COVENANTS

By their purchase of the above-described real property, the Grantees named herein, and all subsequent owners of said real property agree to, and shall be bound by, the following Restrictions and Covenants:

1. Said real property shall be used solely for residential, recreational hunting, trapping or fishing or agricultural purposes.
2. No mobile homes shall be placed on said real property.
3. No unserviceable motor vehicles, equipment nor watercraft of any kind shall be stored on said real property.
4. No unsightly collection of building materials nor unsightly structures shall be constructed nor maintained on said real property.
5. The undersigned party in any action to enforce these Restrictions and Covenants shall be responsible for the practical reasonable expenses incurred by the successful owner including but not limited to reasonable attorney fees.
6. The above-described real property shall not be subsequently subdivided and sold in a parcel of less than five (5) acres. There shall be no more than one, one-family residence constructed per five (5) acre parcel.
7. The Grantee(s) named herein, and all subsequent grantees, shall include these Restrictions and Covenants in any document of conveyance to any subsequent owner.

These above-mentioned Restrictions and Covenants may be enforced by any owner of any part of the 135.88 acre parcel of real property previously owned by Dale Hinton described above. Said Grantees named herein, and all subsequent owners, who are found to have violated said Restrictions and Covenants hereby agree that they shall be liable in damages to any owner(s) who bring a successful action against them for enforcement of said Restrictions and Covenants and that they shall be subject to injunctive action brought by said other owners.

We, the owners of the real estate described herein certify that we have subdivided and platted it according to this Plat.

Signed this 18th day of August, 2005

P. Mason Clark
P. MASON CLARK

Ellen K. Clark
ELLEN K. CLARK

STATE OF INDIANA)
COUNTY OF OWEN) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this the 18th day of August, 2005, personally appeared P. MASON CLARK and ELLEN K. CLARK, adults, and acknowledged the execution of the foregoing instrument as their own free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and seal.

My Commission Expires 8-18-08
P. A. Adams

Barbara S. Whidens
NOTARY PUBLIC
Barbara S. Whidens
NAME PRINTED

Residing in Owens County, Indiana.

Approved by the Board of Commissioners of Owen County, Indiana, this 15th day of August, 2005.

OWEN COUNTY BOARD OF COMMISSIONERS

Angie Kammerson

By: *Steve Kelschburg*
Steve Kelschburg

James Wiley Inesfield
Steve Williamson
James Wiley Inesfield, President
Steve Williamson

SURVEYOR'S REPORT

In accordance with Title 865, 1-12-1, through 1-12-29 of the Indiana Administrative Code, the following descriptions and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- A. Variations in the referenced monuments;
- B. Discrepancies in the record descriptions and plats;
- C. Inconsistencies in lines of occupation and;
- D. Random errors in measurement (theoretical uncertainty);

The theoretical uncertainty (due to random errors in measurement) of the corners of the subject tract established in this survey is within the specifications for a Class D survey (± 1.00 feet) as defined in I.A.C. 865.

This survey was completed at the request of P. Mason Clark to divide a large tract into several tracts. The tract is located in the Northwest and Northwest quarter of Section 23, Township 36N, Range 3 West, Owen County, Indiana and is currently owned by P. Mason and Ellen K. Clark (Plat Record 219, page 658).

Monuments used to establish lines in this survey are as follows:

1. Owen County survey marker found at the Northeast corner of said Section 23.
2. Iron pin found at the Southeast corner of said Section 23.
3. Iron pipe found at the Southwest corner of the Northwest quarter of said Section 23.
4. Wood post found used in numerous surveys at the Northwest corner of said Section 23.

The monuments were accepted as good with the uncertainty being minimal. The West line of the subject tract was established by normal projection of the quarter sections using the aforementioned monuments. The East line of the subject tract was held at the original deed distance of 2376.00 feet from the Northwest corner of the East half of the Northwest quarter of said section. The East line of the subject tract was run parallel with the East line of the section until it intersects the road. The remainder of the property is bordered by a county road.

In regard to title documents of record, the following is noted. There are no problems with adjoining descriptions creating overlap or gaps along the North, South and Western sides of the subject tract. Along the East line of the subject tract there are 2 adjoining. The Northern adjointer, Garrison (Deed Record 219, page 319) has a legal description 96 rods (1534.00 feet) of the East side of the Northwest quarter with several exceptions to the description. In this survey, we held the deed distance of 2376.00 feet from the Northwest corner of the East half of the Northwest quarter. This leaves 1621.92 feet left to the East side of the section creating an uncertainty and a gap of 1.8 feet. The original descriptions were written assuming a section line bearing of 189.00 degrees on the East side of the 189.00 degree bearing. The survey was run on a bearing of 189.00 degrees. The remaining 1.8 feet is the result of the survey being run on the East side of the section. The survey was run on the East side of the section. The survey was run on the East side of the section. The survey was run on the East side of the section.

In regard to lines of occupation, the following is noted. There is a fence along the North line that is in close agreement with the title line. Along the East line from the Northeast corner of the subject tract to almost the East line is a fence that is 47 feet East of the title line. Along the West line there is a fence line of long standing that remains from being 12 feet West of the title line at the South end. Very close to the line near the double to 37 feet West of the title line at the North end. There may be unwritten title rights associated with this line. Maximum uncertainty in occupation lines is 57 feet.

RESTRICTIONS AND COVENANTS

RESTRICTIONS AND COVENANTS

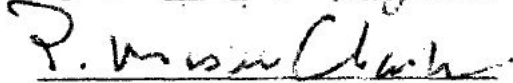
By their purchase of the above-described real property, the Grantees named herein, and all subsequent owners of said real property agree to, and shall be bound by, the following Restrictions and Covenants:

1. Said real property shall be used solely for residential, recreational hunting, trapping or fishing or agricultural purposes.
2. No mobile homes shall be placed on said real property.
3. No unserviceable motor vehicles, equipment nor watercraft of any kind shall be stored on said real property.
4. No unsightly collection of building materials nor unsightly structures shall be constructed nor maintained on said real property.
5. The unsuccessful party in any action to enforce these Restrictions and Covenants shall be responsible for payment of all reasonable expenses incurred by the successful owner including but not limited to reasonable attorney fees.
6. The above-described real property shall not be subsequently subdivided and sold in a parcel of less than five (5) acres. There shall be no more than one, one-family residence constructed per five (5) acre parcel.
7. The Grantee(s) named herein, and all subsequent grantees, shall include these Restrictions and Covenants in any document of conveyance to any subsequent owner.

These above-mentioned Restrictions and Covenants may be enforced by any owner of any part of the 135.88 acre parcel of real property previously owned by Dale Britton described above. Said Grantees named herein, and all subsequent owners, who are found to have violated said Restrictions and Covenants hereby agree that they shall be liable in damages to any owner(s) who bring a successful action against them for enforcement of said Restrictions and Covenants; and that they shall be subject to injunctive action brought by said other owners.

We, the owners of the real estate described herein certify that we have subdivided and platted it according to this Plat.

Signed this 18th day of August, 2005


P. MASON CLARK


ELLEN K. CLARK

COUNTY PROPERTY INFORMATION

60-17-23-102-120.004-016

General Information

Parcel Number
60-17-23-102-120.004-016

Local Parcel Number
60-17-23-102-120.004-016

Tax ID:

Routing Number
23-3

Property Class 101
Cash Grain/General Farm

Year: 2023

Location Information

County
Owen

Township
CLAY TOWNSHIP

District 016 (Local 005)
CLAY TOWNSHIP

SCHOOL Corp 6195
SPENCER-OWEN COMMUNITY

Neighborhood 901100-016
RURAL RESIDENTIAL - CLAY

Section/Plat
23

Location Address (1)
5836 Three Oaks Lane
Spencer, IN 47460

5836 Three Oaks Lane

Ownership

Goss Adam Michael & Jacqueline Lee
5836 Three Oaks Ln
Spencer, IN 47460-5979

101, Cash Grain/General Farm

Transfer of Ownership

Date 08/26/2005
Owner Goss Adam Michael & Jacqueline Lee
Doc ID 01/01/1900
Code CLARK P MASON & E

Book/Page WD /
Adj Sale Price \$48,594
V/I \$0

Legal

IN N 1/2 S23 T9 R3 20 07 Arika Mason Clark Sub
Div Lot 4

Agricultural

Valuation Records (Work In Progress values are not certified values and are subject to change)

Assessment Year	Reason For Change	As Of Date	Valuation Method	Equalization Factor	Notice Required	2023	2022	2021	2020	2019
2023	WIP	04/04/2023	Indiana Cost Mod	1.0000	<input type="checkbox"/>	\$46,900	\$42,200	\$39,900	\$39,700	\$34,500
						\$25,000	\$25,000	\$25,000	\$25,000	\$17,900
						\$21,900	\$17,200	\$14,900	\$14,700	\$16,600
						\$0	\$0	\$0	\$0	\$0
						\$209,100	\$267,900	\$206,000	\$194,200	\$186,800
						\$205,800	\$263,500	\$202,100	\$190,300	\$183,000
						\$0	\$0	\$0	\$0	\$0
						\$3,300	\$4,400	\$3,900	\$3,900	\$3,800
						\$256,000	\$310,100	\$245,900	\$233,900	\$221,300
						\$230,800	\$288,500	\$227,100	\$215,300	\$200,900
						\$21,900	\$17,200	\$14,900	\$14,700	\$16,600
						\$3,300	\$4,400	\$3,900	\$3,900	\$3,800
						Total	Total	Total	Total	Total
						Total Res (1)	\$230,800	\$288,500	\$227,100	\$215,300
						Total Non Res (2)	\$21,900	\$17,200	\$14,900	\$14,700
						Total Non Res (3)	\$3,300	\$4,400	\$3,900	\$3,900
						Total	\$256,000	\$310,100	\$245,900	\$233,900

Land Data (Standard Depth: Res 120', Cl 120' Base Lot: Res 0' X 0', Cl 0' X 0')

Land Pricing Method	Soil Type	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Inf. %	Res Elig %	Market Factor	Value
9	A	0	1.0000	1.00	\$25,000	\$25,000	\$25,000	0%	100%	1.0000	\$25,000
4	A	0	1.7100	0.93	\$1,900	\$1,767	\$3,022	0%	0%	1.0000	\$3,020
4	A	0	0.6800	0.50	\$1,900	\$950	\$646	0%	0%	1.0000	\$650
4	A	0	2.1800	0.79	\$1,900	\$1,501	\$3,272	0%	0%	1.0000	\$3,270
4	A	0	3.3800	0.90	\$1,900	\$1,710	\$5,780	0%	0%	1.0000	\$5,780
4	A	0	2.6800	1.03	\$1,900	\$1,957	\$5,245	0%	0%	1.0000	\$5,240
4	A	0	0.7500	1.07	\$1,900	\$2,033	\$1,525	0%	0%	1.0000	\$1,520
5	A	0	0.3900	1.03	\$1,900	\$1,957	\$763	-60%	0%	1.0000	\$310
5	A	0	1.1100	0.50	\$1,900	\$950	\$1,055	-60%	0%	1.0000	\$420
6	A	0	1.5200	0.50	\$1,900	\$950	\$1,444	-80%	0%	1.0000	\$290
6	A	0	0.4800	0.79	\$1,900	\$1,501	\$720	-80%	0%	1.0000	\$140
6	A	0	0.6700	0.93	\$1,900	\$1,767	\$1,184	-80%	0%	1.0000	\$240
6	A	0	1.7600	0.50	\$1,900	\$950	\$1,672	-80%	0%	1.0000	\$330
6	A	0	0.6300	1.03	\$1,900	\$1,957	\$1,233	-80%	0%	1.0000	\$250
6	A	0	1.1300	0.90	\$1,900	\$1,710	\$1,932	-80%	0%	1.0000	\$390

Subdivision
MASON CLARK SUB

Lot

Market Model
N/A

Characteristics

Topography Flood Hazard

Level

Public Utilities ERA

Electricity

Streets or Roads TIF

Paved

Neighborhood Life Cycle Stage

Static

Tuesday, April 18, 2023
Review Group 2017

Data Source N/A
Collector 12/12/2017 TYLER
Appraiser 01/01/2018 TYLER

RURAL RESIDENTIAL - CL

Notes

9/27/2022 APPEAL: NH Factor 1.4 per DW
12/6/2010 DEVP: ORIG LAND DEVELOPER ONLY
12/6/2010 PERM: BUILDING PERMIT 2005-137
5-18-2006 ADDED HOUSE FOR 06 PAY 07 PER TRUSTEE
10-2-2006 CHANGED COMPLETION OF HOUSE TO 60% AND
CHANGED 12 A OF THE LAND TO AG AS THEY ARE
CUTTING HAY ON IT
12/6/2010 REAS: Reassessment 2012
ADDED AN RFX

Land Computations

Calculated Acreage	20.07
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	20.07
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homestead	1.00
91/92 Acres	0.00
Total Acres Farmland	19.07
Farmland Value	\$21,850
Measured Acreage	19.07
Avg Farmland Value/Acre	1146
Value of Farmland	\$21,850
Classified Total	\$0
Farm / Classified Value	\$21,900
Homestead(s) Value	\$25,000
91/92 Value	\$0
Supp. Page Land Value	\$25,000
CAP 1 Value	\$21,900
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$46,900

COUNTY PROPERTY INFORMATION

60-17-23-102-120.004-016

Goss Adam Michael & Jacquelin

5836 Three Oaks Lane

101, Cash Grain/General Farm

RURAL RESIDENTIAL - CL

2/2

General Information

Plumbing

Occupancy Single-Family Full Bath 2 6

Description Single-Family R 01 Half Bath 1 2

Story Height 1 1/2 Kitchen Sinks 1 1

Style N/A Water Heaters 1 1

Finished Area 2376 sqft Add Fixtures 0 0

Make Floor Finish Total 5 10

Earth Tile Accommodations

Slab Carpet Bedrooms 3

Sub & Joist Unfinished Living Rooms 1

Wood Other Dining Rooms 0

Parquet Family Rooms 0

Wall Finish Total Rooms 5

Plaster/Drywall Unfinished Heat Type

Paneling Other Central Warm Air

Fiberboard Roofing

Built-Up Metal Asphalt Slate Tile

Wood Shingle Other Exterior Features

Description Area Value

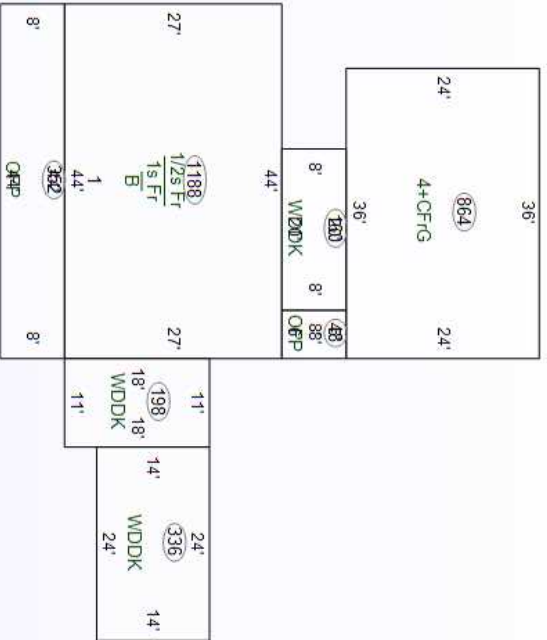
Porch, Open Frame 352 \$10,500

Wood Deck 198 \$3,300

Porch, Open Frame 48 \$3,100

Wood Deck 160 \$2,700

Wood Deck 336 \$4,700



Description

Specialty Plumbing

Count

Value

Adjustments	1 Row Type Adj, x 1.00	Total Base	\$141,100
Unfin Int (-)			\$0
Ex Liv Units (+)			\$0
Rec Room (+)			\$0
Loft (+)			\$0
Fireplace (+)			\$0
No Heating (-)			\$0
A/C (+)			\$4,000
No Elec (-)			\$0
Plumbing (+/-)			\$4,000
Spec Plumb (+)			\$0
Elevator (+)			\$0
Sub-Total, One Unit			
Sub-Total, 1 Units			
Exterior Features (+)	\$24,300		\$173,400
Garages (+) 864 sqft	\$21,200		\$194,600
Quality and Design Factor (Grade)			1.00
Location Multiplier			0.91
Replacement Cost			\$177,086

Summary of Improvements

Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Age	Eff Co nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mkt Value	Improv Value
1: Single-Family R 01	100%	1 1/2	Wood Frame	C	2005	2005	18 A	\$17.44	0.91		3,564 sqft	\$177,086	17%	\$146,980	0%	1,400	\$205,800	\$205,800
2: Barn, Pole (T3) R 01	0%	1	T3 ISO	D	2010	2010	13 A	\$3.95	0.91		20' x 20' x 8'	\$288	25%	\$220	0%	1,000	\$200	\$2,600
3: Lean-To R 01	0%	1	Earth Floor	D	2012	2012	11 A	\$27.83	0.91		10' x 10' x 8'	\$972	50%	\$490	0%	1,000	\$500	\$200
4: Utility Shed R 01	0%	1		D	2005	2005	18 A	\$27.83	0.91		6' x 8'	\$972	50%	\$490	0%	1,000	\$500	\$500

Total all pages

\$209,100

Total this page

\$209,100

OWEN COUNTY

INFORMATION

History

Owen County, Indiana, was established in 1819 and named after Abraham Owen, a Kentucky legislator and militia colonel who died at the Battle of Tippecanoe. The county has a rich history rooted in agriculture, with many of its early settlers engaging in farming. Over the years, the county has maintained its rural charm while slowly integrating more modern industries. Historical landmarks, such as the Owen County Courthouse, built in 1911, and McCormick's Creek State Park, Indiana's first state park, reflect the area's cultural significance.

Politics

Owen County operates under a traditional county government structure with three county commissioners who serve as the executive body and a seven-member county council that handles fiscal matters. Recent elections indicate a predominantly conservative political landscape, with a majority of votes typically going to Republican candidates. The county actively participates in state and national elections, reflecting a politically engaged community.

Population

As of the latest estimates, Owen County has a population of approximately 20,500 residents. The county has experienced modest growth over the past decade, maintaining a small-town atmosphere while slowly increasing in size. The population is primarily composed of families and retirees, with a median age of around 42 years. The county's rural character continues to attract individuals seeking a quieter, more relaxed lifestyle.

Location and Size

Owen County is located in south-central Indiana, bordered by Monroe, Greene, Clay, and Putnam counties. The county covers an area of about 387 square miles, featuring rolling hills, forests, and several creeks. McCormick's Creek State Park is a notable natural landmark, offering outdoor recreational activities and scenic views. The county seat, Spencer, is located near the center of the county, providing easy access to surrounding regions.

Industries and Work Options

Owen County's economy is diverse, with key industries including agriculture, manufacturing, and healthcare. The agricultural sector remains strong, with many farms producing corn, soybeans, and livestock. In addition, there are several manufacturing firms in the area, providing employment in fields such as automotive parts and metal fabrication. Healthcare is another significant sector, with facilities like the Owen County Health Campus offering medical services and jobs. The county's proximity to Bloomington also provides additional employment opportunities in education, technology, and retail.

SPENCER TOWN

INFORMATION

History

Spencer, Indiana, was founded in 1820 and serves as the county seat of Owen County. The town was named after Spier Spencer, a soldier who was killed in the Battle of Tippecanoe. Over the years, Spencer has grown from a small settlement into a vibrant community, while still maintaining its historical roots. Key historical milestones include the establishment of the Owen County Courthouse in 1911, which remains a focal point of the town, and the development of McCormick's Creek State Park nearby, which has attracted visitors and boosted the local economy.

Politics

Spencer operates under a town council government structure, with elected officials overseeing various aspects of town governance. The town council is responsible for passing ordinances, managing budgets, and addressing community needs. The political climate in Spencer is reflective of the larger county, with a conservative leaning in local elections. Community involvement is strong, with various local organizations and committees playing an active role in town affairs, contributing to a close-knit community atmosphere.

Population

Spencer has a population of approximately 2,300 residents. The town has seen steady growth over the past few decades, although it remains small and maintains a rural charm. The population is diverse in age, with a mix of young families, working professionals, and retirees. The town has a relatively stable demographic profile, with a median age of around 41 years.

Location and Size

Spencer is located in the heart of Owen County, in south-central Indiana. The town covers an area of about 1.2 square miles and is situated along the White River, providing scenic views and opportunities for outdoor recreation. Spencer is approximately 16 miles west of Bloomington, making it accessible to a larger urban center while still offering a quiet, small-town environment. The town's location along U.S. Route 231 makes it a convenient hub for transportation and trade within the region.

Industries and Work Options

Spencer's economy is supported by a variety of industries, with key employers in healthcare, manufacturing, and retail. The town's proximity to McCormick's Creek State Park also contributes to a modest tourism sector, with local businesses benefiting from visitors to the park. Healthcare is a major employer, with facilities like the Owen County Health Campus providing jobs in medical and support services. Manufacturing jobs are also available in nearby industrial areas, with companies specializing in automotive parts and metal fabrication. The local business environment is friendly to small businesses, with many residents working in retail, food services, and other community-oriented enterprises.

SCHOOLS + EDUCATION

INFORMATION

Owen County and Spencer offer a variety of public and private schools that cater to different educational needs:

Public Schools:

Spencer-Owen Community Schools (SOCS): This is the primary public school district serving Owen County, including the town of Spencer. The district includes:

Spencer Elementary School (K-5): Located in Spencer, this school has an enrollment of approximately 600 students and offers a strong academic program with a focus on early literacy and numeracy.

McCormick's Creek Elementary School (K-5): Situated near Spencer, this school serves around 500 students, emphasizing a supportive learning environment and community engagement.

Owen Valley Middle School (6-8): Located in Spencer, this middle school has an enrollment of about 500 students. The school provides a wide range of academic and extracurricular programs, including advanced courses in mathematics and science.

Owen Valley High School (9-12): Also in Spencer, this high school serves roughly 700 students and is known for its strong athletics program, as well as its academic offerings in STEM, arts, and vocational training.

Private Schools:

Owen County Christian Academy: A private Christian school in Spencer, offering education from kindergarten through 8th grade. The school focuses on providing a faith-based education with small class sizes and personalized attention.

Cornerstone Christian Academy: Located near Spencer, this private institution offers K-12 education with a focus on academic excellence and spiritual growth.

Higher Education Options

Ivy Tech Community College - Bloomington Campus: Located approximately 16 miles from Spencer, Ivy Tech offers a range of associate degree programs, technical certifications, and workforce training. Many residents of Spencer and Owen County attend Ivy Tech for higher education and vocational training.

Indiana University - Bloomington: A major public research university located about 20 miles from Spencer, IU offers undergraduate, graduate, and professional programs in a wide variety of disciplines. Residents of Owen County often commute to IU for higher education opportunities.
Vocational Training and Adult Education:

Owen County Learning Network: Provides adult education classes, including GED preparation, continuing education courses, and career readiness programs. The network partners with local businesses to offer training in skills that are in demand in the region.

Area 30 Career Center: Located in neighboring Greencastle, this center offers vocational training for high school students and adults in areas such as automotive technology, health sciences, and culinary arts.

EXTRA CURRICULAR

INFORMATION

After-School Programs: Spencer-Owen Community Schools offer a variety of after-school programs, including tutoring, homework help, and enrichment activities. These programs are designed to support academic achievement and provide safe, supervised environments for students after school hours.

Sports: Owen Valley High School and Middle School offer a wide range of sports programs, including football, basketball, soccer, and track and field. The schools have a strong tradition of athletic competition, and many students participate in multiple sports throughout the year.

Arts and Music: The schools in Owen County offer robust arts programs, including visual arts, theater, and music. Owen Valley High School's band and choir programs are particularly well-regarded, with students regularly participating in state competitions.

Community Programs: The Spencer YMCA offers a variety of programs for children and adults, including swimming lessons, youth sports leagues, and fitness classes. The Owen County Public Library also provides educational resources, summer reading programs, and cultural events for residents of all ages.

TITLE COMMITMENT

Page 1 of 7



ALTA COMMITMENT

COMMITMENT NO. 60-06135-H-1

SCHEDULE A

Address Reference:
5836 Three Oaks Ln
Spencer, IN 47460

1. Commitment Date: **August 14, 2024 at 08:00 AM**

2. Policy (or policies) to be issued:

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

Policy Amount
To Be Determined

For one-to-four family residential properties and lots in recorded subdivisions and titled in individuals an ALTA 2008 policy will be issued. For all other transactions an ALTA 2006 policy will be issued.

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:

Adam Michael Goss and Jacqueline Lee Goss, as husband and wife

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

Lot Numbered Four (4) in the Mason Clark Subdivision, as shown by the recorded plat, recorded in Plat Book 3, Page 133, in the Office of the Recorder of Owen County, Indiana.

Authorized Signatory

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)



Nathan Bethell
Title Examiner
John Bethell Title Company, Inc.

End of Schedule A
Doma Title Insurance Company, Inc.

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 3 of 7

SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 60-06135-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.

- 1. Execution and recordation of a Warranty Deed from Adam Michael Goss and Jacqueline Lee Goss, as husband and wife, to A Legally Qualified Entity Yet To Be Determined.
- 2. Vendor's Affidavit in satisfactory form executed by Adam Michael Goss and Jacqueline Lee Goss, as husband and wife, should be furnished us at closing.
- 3. Release of Mortgage from Adam Michael Goss and Jacqueline Lee Goss to Farm Credit Services of Mid-America FLCA, in the amount of \$161,805.00 and recorded August 26, 2005 as Instrument No. 162808.
- 4. Release of Mortgage from Adam Michael Goss and Jacqueline Lee Goss to Farm Credit Services of Mid-America FLCA, in the amount of \$35,813.00 and recorded January 26, 2006 as Instrument No. 165078.
- 5. Release of Mortgage (Revolving Line of Credit) from Adam Michael Goss and Jacqueline Lee Goss to Farm Credit Services of Mid-America FLCA, in the amount of \$25,000.00 and recorded May 10, 2017 as Instrument No. 208801.
- 6. The following is provided as an accommodation, is for information purposes only and is not a part of the commitment or policy: 24-Month Chain of Title: Adam Michael Goss and Jacqueline Lee Goss: August 26, 2005 to present.

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 4 of 7

SCHEDULE B - SECTION I (Continued)

- 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
Doma Title Insurance Company, Inc.

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 5 of 7

SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 60-06135-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 of Way for drainage ditches, tiles, 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. Covenants, Conditions, Restrictions and Easements contained within the plat of Mason Clark Subdivision.
12. Covenants, Conditions, Restrictions and Easements contained in a Warranty Deed recorded August 26, 2005 in Deed Record 221, page 395, as Instrument No. 162807.
13. Easement in favor of Utilities District of Western Indiana Rural Electric Membership Corporation for electric line and incidental purposes recorded July 13, 2005 as Instrument No. 178648.
14. An oil and gas lease, executed by Dale Britton and Mary I. Britton, as lessor, and Ohio Oil & Gas, as lessee, recorded September 22, 1931 in Oil & Gas Record 46, page 137, along with the terms and provisions of subsequent assignments and/or amendments from time to time.
15. Taxes for the year 2023 due and payable 2024 a lien now PAYABLE.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Clay Township.

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 6 of 7

SCHEDULE B - SECTION II (Continued)

Duplicate Number: 60-17-23-102-120.004-016.
Assessed Value - Land: \$46,900;
Improvements: \$209,100;
Exemptions: \$0, Credits: \$48,000 HMST, \$73,120 SUPPL
May installment in the amount of \$967.70 is PAID;
November Installment in the amount of \$967.70 is UNPAID;
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.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$967.70.

16. Taxes for the year 2024 payable 2025 and thereafter, a lien but not yet due or payable.

NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

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.

Note: Exceptions 1 through 4, above, will be deleted for any loan policy committed to be issued. All applicable ALTA Endorsement forms including 4, 5, 6, 6.2, 8.1 and 9 will be issued with the loan policy.

**End of Schedule B - II
Doma Title Insurance Company, Inc.**

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington, IN 47401
Phone: (812)339-8434 Fax: (812)333-5063

PURCHASE CONTRACT

SAMPLE



Coffey Realty
& Auction

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 26th day of September 2024, by and between
Adam Michael and Jacqueline Lee Goss 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: 5836 Three Oaks Lane
in the City of Spencer, County of Owen, and State of Indiana.

Legally described as: IN N 1/2 S23 T9 R3 20.07A aka Mason Clark Sub Div Lot 4

Buyer herewith agrees to deposit with John Bethell Title Company, \$5,000.00 dollars as a non-refundable down payment 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 Owner's 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 11, 2024 and shall take place at the office of John Bethell Title Company, 2626 S. Walnut Street – Bloomington, IN 47401.

The buyer will pay the closing fee.

The buyer will pay a \$250.00 Broker Transaction fee at closing.

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.

PURCHASE CONTRACT

SAMPLE

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	\$ _____	.00
	Total Due at Closing	\$ _____ .00

This offer will expire if not accepted on or before: September 27, 2024 at 5:00pm

Purchased By:

Buyer Date _____

Phone _____

Printed
Buyer Address: _____ City _____ State _____ Zip _____

Buyer Date _____

Phone _____

Printed
Buyer Address: _____ City _____ State _____ Zip _____

Buyer's Agent Date _____

Phone _____

Printed
Agent Address: _____ City _____ State _____ Zip _____

Names for Deed: _____

Accepted By:

Seller Date _____

Adam Michael Goss Time: _____

Printed

Seller Date _____

Jacqueline Lee Goss

PURCHASE CONTRACT

SAMPLE



Coffey Realty
& Auction

PROMISSORY NOTE

**5836 Three Oaks Lane, Clay Township
Owen County - Spencer, Indiana, 47460**

\$ 5,000.00
Amount

September 26, 2024
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 Five Thousand -----dollars

(\$5,000.00), as a down payment 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

September 26, 2024
Date

Signature

September 26, 2024
Date

BID CERTIFICATION

DOCUMENT

Internal Office Use

Received _____

Date

Time

By

Approved By



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 Bidder's 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: 5836 Three Oaks Ln. – Spencer, IN 47460

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