



LOCATION MAP

AERIAL MAP

TERMS & CONDITIONS

PROPERTY INFORMATION

COUNTY PROPERTY INFORMATION

PROPERTY DISCLOSURES

LEAD BASED PAINT DISCLOSURES

MARION COUNTY INFORMATION

TITLE COMMITTMENT

SAMPLE PURCHASE CONTRACT

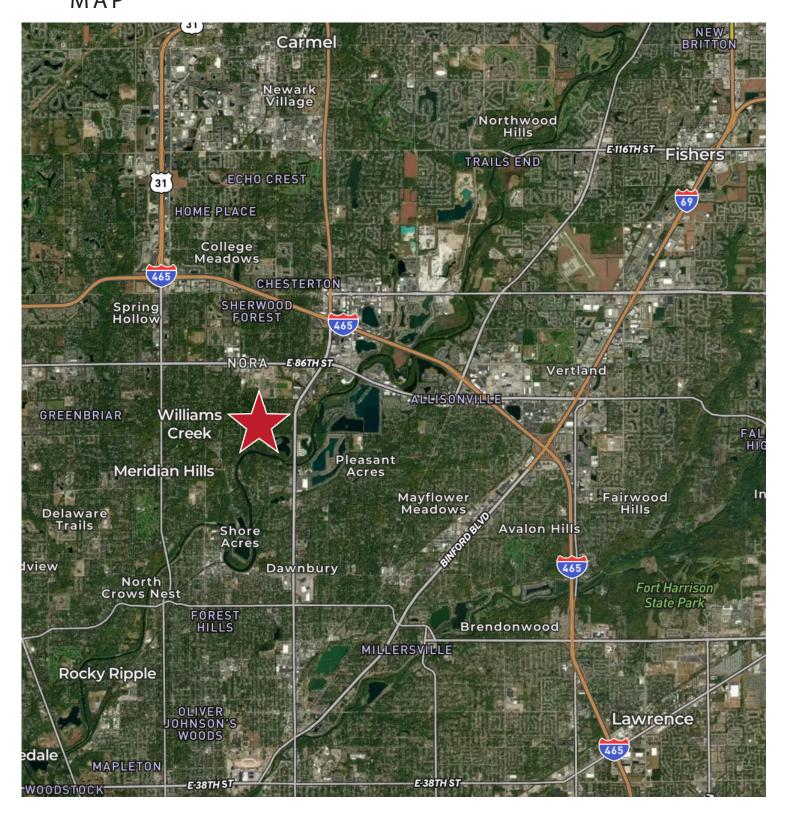
BID CERTIFICATION

Auction Manager

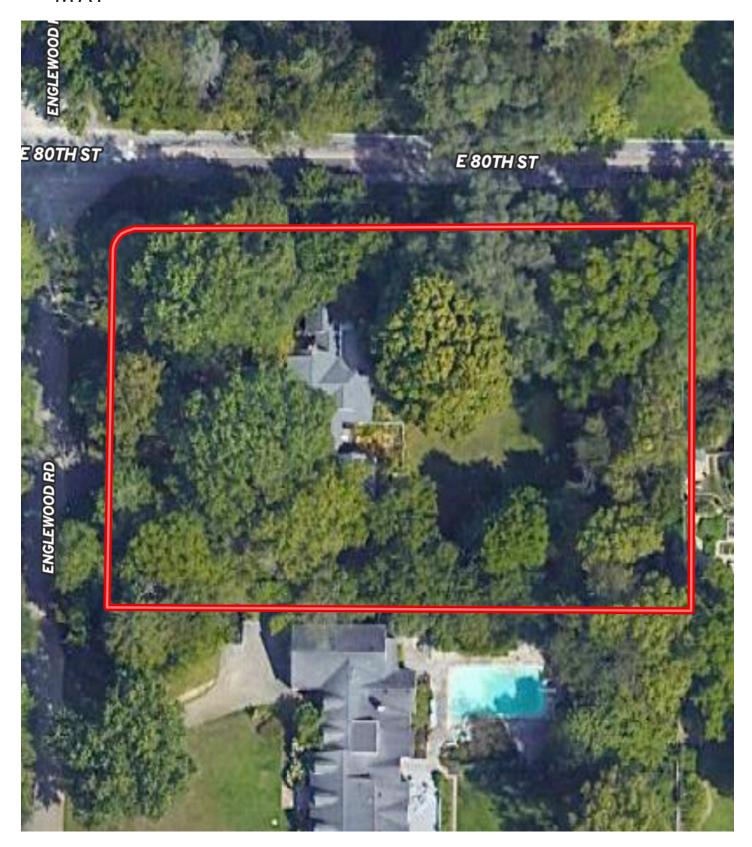
Jimmie Dean Coffey | 812.360.6005 | jcoffey@unitedcountryin.com

Cody Coffey | 812.360.8383 | ccoffey@unitedcountryin.com

# LOCATION







### TERMS & CONDITIONS OF THE AUCTION

### **TERMS & CONDITIONS**

Thomas R. Skidmore - Real Estate Auction

### 7999 Englewood Rd. Indianapolis, IN 46240

### Legal Description

NORTHERN HILLS L26

- The property will be offered for sale via a Public "Online Bidding Process" (Online Auction) with the bidding ending September 24, 2024 @ 3:00PM
- 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 bought prior to the end of the auction)
  - The list price of \$298,765 is provided solely for filtering purposes. Interested buyers are required to review and sign the Terms & Conditions of the sale.
- > The seller reserves the right to cancel the auction at any time prior to the final bid closing
- Buyers Premium
  - An <u>11%</u> buyer's premium will be added to the final bid and charged to the buyer, the final bid plus the 11% Buyer's premium will establish the final sales price.
- A down payment of \$7,500.00 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 <a href="Months:Centurion Land Title Co.">Centurion Land Title Co.</a>. 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 can pay 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 October 24, 2024
  - o A promissory note will be signed along with the down payment.
- Final closing is NOT contingent upon financing.
- A Warranty Deed will convey the property
- The seller agrees to give buyer(s) 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: Centurion Land Title Co. 1200 West Carmel Dr., Suite 103 Carmel, IN 46032
  - Closing fee will be paid by the buyer.
  - Buyer will pay a \$449.00 transaction fee at closing.
  - Closing will be held on or before October 24, 2024
- Possession will be granted at final closing.
- > The successful Bidder shall execute electronically an "Auction Real Estate Sales Contract" for the property at once after being declared the Successful Bidder by the Auctioneer. (sample available on website)
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property. Any and all inspections must be completed prior to your bidding.
  - Further, Property sells as-is with no warranties expressed or implied
- ▶ United Country Coffey Realty & Auction, United Real Estate Indianapolis are exclusive agents of the Seller.
- > All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material.
- > All information was gathered from reliable sources and is believed to be correct as of the date this brochure is published; however, the seller or auctioneers have not independently verified this information. Auction plats and drawings are not to be relied on ad are for representation purposes only. Its accuracy is not warranted in any way. There is no obligation on the part of the sellers or auctioneer to update this information.

SALE SITE: Internet Only - www.UnitedCountryIN.com

### VIEWING INSTRUCTIONS: Preview: Tuesday 9/10/24 at 4:00pm / Sunday 9/15/24 – 12:00pm.

The viewing of the property will be at the viewer's own risk. The Seller, Auctioneer nor the Listing Agencies may not be held responsible for accidents.

For questions call or text Paul Scherrer (317) 255-7285 at United Real Estate or Cody Coffey (812) 360-8383 at United Country Coffey Realty & Auction (812) 822-3200 office

Ridder			
Bidder			

I do hereby agree to these Auction Terms & Conditions.



Charming 4-Bedroom Home in Northern Hills, Indianapolis, Indiana

Auction Date: September 24th at 3 PM (Online Bidding)

Open Houses: September 10th at 4 PM September 15th at 12 PM

Discover a fantastic opportunity to own a property in the highly sought-after Northern Hills neighborhood of Indianapolis. This charming residence at 7999 Englewood Rd offers a blend of suburban tranquility and city convenience, making it ideal for families, professionals, or investors alike.

### **Property Features:**

Spacious Layout: This home boasts 3,000 square feet of living space with 4 bedrooms and 2 bathrooms, perfect for accommodating both daily living and entertaining quests.

Historic Charm: Built in 1945, this property exudes character with its historic details and timeless appeal. From the original woodwork to the vintage architectural features, there's plenty to admire in this home.

Project Home: Ready for someone to come in and make it their own, this property is ideal for those with a vision. Whether you're looking to restore it to its former glory or add modern touches, the potential here is immense.

Outdoor Living: The property features a large yard, ideal for outdoor activities, gardening, or simply enjoying the peaceful surroundings. The backyard is perfect for hosting barbecues, family gatherings, or unwinding after a long day.

Parking & Storage: A 2-car garage provides ample room for vehicles and additional storage. Neighborhood & Area:

Northern Hills is known for its quiet streets, mature trees, and a strong sense of community. Residents enjoy easy access to some of Indianapolis's best amenities:

Convenience: Just minutes from I-465, this location offers quick access to downtown Indianapolis, making commutes and city visits a breeze.

Shopping & Dining: Enjoy a variety of shopping, dining, and entertainment options within a short drive. The nearby Keystone at the Crossing and Fashion Mall provide upscale shopping experiences, while local eateries and cafes cater to a range of tastes.

Parks & Recreation: Nature lovers will appreciate the proximity to nearby parks and recreational areas. The scenic Holliday Park and the White River are just a short drive away, offering trails, playgrounds, and natural beauty.

Education: The area is served by reputable schools, making it a desirable location for families seeking quality education opportunities.

Don't Miss This Opportunity!

Whether you're looking to make this your new home or seeking an investment property in a prime location, 7999 Englewood Rd is a must-see. Be sure to mark your calendar for the open houses on September 10th and 15th, and don't miss the online auction on September 24th at 3 PM. This is a rare chance to purchase in the Northern Hills neighborhood—don't let it pass you by

# COUNTY PROPERTY INFORMATION

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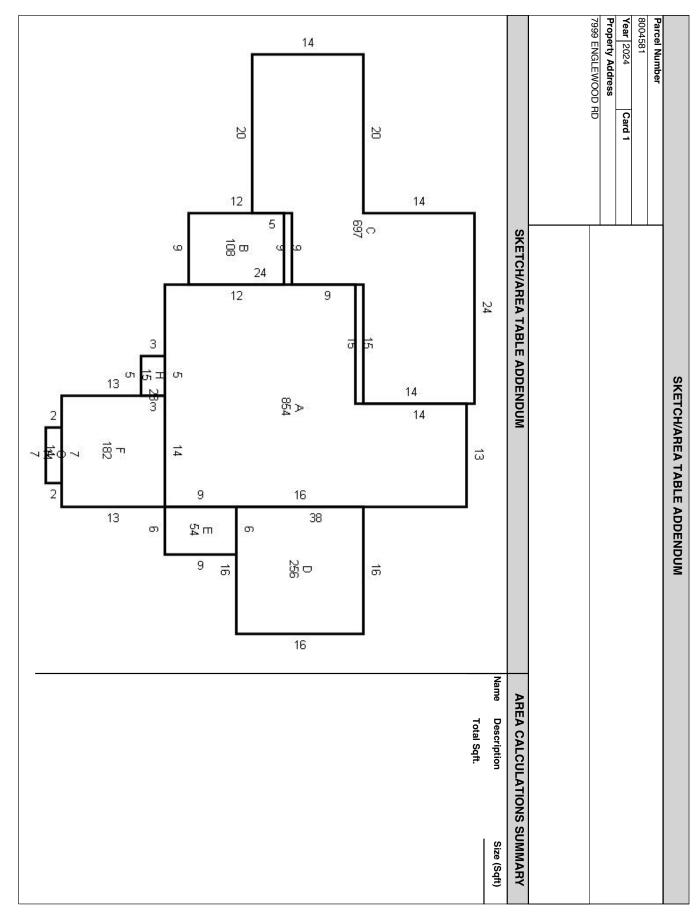
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COUNTY PROPERTY INFORMATION

Page 2 of 3	Pa										RD	)RD C/	RECO	PERTY	A PRO	INDIANA PROPERTY RECORD CARD					:24 AM	Report Created on 7/31/2024 9:47:24 AM	n 7/31/′	eated o	Report Cı	_
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### COUNTY PROPERTY

INFORMATION



Report Created on 7/31/2024 9:47:24 AM

INDIANA PROPERTY RECORD CARD

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### SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6 / 6-14)

Date (month, day, year) 8/22/2024

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding desclosure 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)

7999 Englewood Rd, Indianapolis, IN 46240

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not		Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/ Rented	Defective	N Defe	ot ctive	Do Not Know
Built-in Vacuum System	V				Cistern	V			- Eustinius anno	
Clothes Dryer		~			Septic Field / Bed	V		T		
Clothes Washer			~		Hot Tub	V				
Dishwasher			V		Plumbing		V			
Disposal			V		Aerator System	V	-			<u> </u>
Freezer	V				Sump Pump			1	/	
Gas Grill	V				Irrigation Systems	V	<b>1</b>			
Hood			V		Water Heater / Electric	<u> </u>			/	
Microwave Oven			V		Water Heater / Gas	V				
Oven	V				Water Heater / Solar	V				
Range			/		Water Purifier	V	<u> </u>	1		
Refrigerator			V		Water Softener	V				
Room Air Conditioner(s)	V				Well	V				
Trash Compactor	V				Septic & Holding Tank/Septic Mound	~				
TV Antenna / Dish	V				Geothermal and Heat Pump	1				
Other:					Other Sewer System (Explain)	~				
					Swimming Pool & Pool Equipment					
							1	Yes	No	Do Not Know
	<del>                                     </del>				Are the structures connected to a publi	c water sv	stem?	V	1000 CO	111101
					Are the structures connected to a publi			V		
B. ELECTRICAL SYSTEM		Defective	Not Defective	Do Not Know	Are there any additions that may requir to the sewage disposal system?			_		
Air Purifier	Rented				If yes, have the improvements been cor	npleted on	the		V	
Burglar Alarm	V				sewage disposal system?  Are the improvements connected to a p	rivate/com	munity		-	
Ceiling Fan(s)		V			water system?				~	
Garage Door Opener / Controls	V				Are the improvements connected to a p sewer system?	rivate/com	ımunity		1	
Inside Telephone Wiring and Blocks / Jacks			~		D. HEATING & COOLING SYSTEM Included In S. J. Not. Do N		Do Not			
Intercom	· ·				D. REATING & COOLING STSTEW Included Defective Defective		Know			
Light Fixtures	1		~		Attic Fan			~		
Sauna	<del>                                     </del>				Central Air Conditioning					
Smoke / Fire Alarm(s)	<u> </u>		~		Hot Water Heat					
Switches and Outlets		· ·	_		Furnace Heat / Gas					
Vent Fan(s)	V				Furnace Heat / Electric	~				
60 / 100 / 200 Amp Service	+ -				Solar House-Heating	~				
(Circle one)			~		Woodburning Stove	~				
Generator	V				Fireplace					V
NOTE: "Defect" means a condition th	at would ha	ve a signif	cant adver	e offect	Fireplace Insert	~				
on the value of the property, that wou					Air Cleaner	V				
of future occupants of the property, o	r that if not	repaired, re	emoved or i	eplaced	Humidifier	· ·				
would significantly shorten or advers	ely affect t	he expecte	d normal li	fe of the	Propane Tank	V				
premises.					Other Heating Source	~	L			
The information contained in this	Disclosu	re has be	en furnish	ed by the	Seller, who certifies to the truth there	of haser	on the S	eller	'e CI	IRRENT

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 R. Sellynn	Date (mm/dd/yy) 2 4	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the	e property is substantially the sam	as it was when the Seller's Disclosure form was	originally provided to the Buyer

Signature of Seller (at closing)

Date (mm/dd/yy)

Signature of Seller (at closing)

Date (mm/dd/yy)

Date (mm/dd/yy)



7999 Englewood Rd, Indianapolis, I		)					
2. ROOF	YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
5 V				Do structures have aluminum wiring?		V	
Age, if known: 5 Years.				Are there any foundation problems		V	
Does the roof leak?		V		with the structures?  Are there any encroachments?	<del> </del>	V	
Is there present damage to the roof?	ļ	V		Are there any violations of zoning,			
Is there more than one layer of shingles on the house?		~		building codes, or restrictive covenants?  Is the present use a non-conforming use?	ļ	~	
If yes, how many layers?				Explain:		-	
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?	~						
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved upon 12 2 4 4 4 4 5 2							
under IC 13-14-1-15?  Has there been manufacture of				Is the access to your property via a private road?		V	
methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		~		Is the access to your property via a public road?	7		
Explain: Seller thinks there may be mold where water I	nas leaked	d in.		Is the access to your property via an easement?		V	
				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		٧	
				Are there any structural problems with the building?		~	
				Have any substantial additions or alterations been made without a required building permit?		V	
E. ADDITIONAL COMMENTS AND/OR EXPL (Use additional pages, if necessary)				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	V		
ceiling fans: downstairs works fine. Upstairs				Is there any damage due to wind, flood, termites or rodents?		V	
Switched and outlets: Dining room 3 way light switch works intermittently Garage lighting light switch wired incorrectly.  Upstairs shower diverter defective.  Under periods of heavy rain, basement can get some water intrusion.			nittently	Have any structures been treated for wood destroying insects?		V	
				Are the furnace/woodstove/chimney/flue all in working order?	~		
			on	Is the property in a flood plain?		~	
onder periode of nearly rain, basement can ge	t some we	ater mu usn	OII.	Do you currently pay flood insurance?			
				Does the property contain underground storage tank(s)?		~	
				Is the homeowner a licensed real estate salesperson or broker?		~	
				Is there any threatened or existing litigation regarding the property?		~	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		~	
				Is the property located within one (1) mile of an airport?		~	
ACTUAL KNOWLEDGE. A disclosure form is a substitute for any inspections or warrant to disclose any material change in the phys is substantially the same as it was when the signing below.	s not a wa es that th ical cond	arranty by e prospection of the	the owner tive buyer	Seller, who certifies to the truth thereof, based or the owner's agent, if any, and the disclosur or owner may later obtain. At or before settlem or certify to the purchaser at settlement that the d. Seller and Purchaser hereby acknowledge re	e form ma nent, the c	y not be	used as equired
Signature of Seller R. Shidmes	Date (mm/	2-24		Signature of Buyer	)ate ( <i>mm/dd</i>	Vyy)	a contra ou autoritati
Signature of Seller	Date (mm/				ate ( <i>mm/dd</i>	•••	
			tially the san	ne as it was when the Seller's Disclosure form was or	iginally pro	ovided to ti	ne Buyer.
Signature of Seller (at closing)	Date (mm/	'dd/yy)		Signature of Seller (at closing)	ate (mm/dd	Vyy)	

### **LEAD BASED PAINT**

### DISCLOSURES



1

### LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)



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

PROPERT	Y ADDRESS: 7999 Englewood Rd, Indianapolis, IN 46240
	RNING STATEMENT
such pois redu preg on l knov	ry buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that a property may present exposure to lead from lead-based paint that may place young children at risk of developing lead oning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, used intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to mant women. The seller of any interest in residential real property is required to provide the buyer with any information ead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any wn lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended to purchase.
SELLER'S	DISCLOSURE
(a.) Presen	ce of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)
(i) [	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
(ii) X	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(h ) Basard	s and reports available to the seller: <i>(check (i) or (ii) below)</i>
(i)	Seller has provided the buyer with all available records and reports including <i>Seller's Residential Real Estate Sales</i>
₩ ⊔	Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below):
(ii) X	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
BUYER'S /	ACKNOWLEDGEMENT (initial)
(c.)	Buyer has received copies of all information listed above.
(d.)	Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
(e.)	Buyer has (check (i) or (ii) below):
(i) [	received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;  OR
(ii) 🗌	waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
BROKER'S	ACKNOWLEDGMENT (initial)
(1)	Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act
	of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.(NOTE: where the word
_	"Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

(Property Address)

Page 1 of 2 (Lead-Based Paint - Sales) COPYRIGHT IAR 2024

Fax:

## LEAD BASED PAINT DISCLOSURES

46	CERTIFICATION OF ACCURACY			
47	The following parties have reviewed	the information above as	nd certify, to the best of their knowledge	e, that the information thev
48	have provided is true and accurate.			,,
49				
50	This Certification and Acknowledgme	ent may be executed sim	ultaneously or in two or more counterpa	arts, each of which shall be
51	deemed an original, but all of whi	ch together shall constit	ute one and the same instrument. T	he parties agree that this
52	Certification and Acknowledgment	may be transmitted be	tween them electronically or digitally	. The parties intend that
53	electronically or digitally transmitte	d signatures constitute	original signatures and arebinding on	the parties. The original
54	document shall be promptly delivered	d, if requested.	1 - 0	•
55		•	The bolt of	MW 8-22-24 DATE
56			May R. Mills	nus 8-22-24
57	BUYER'S SIGNATURE	DATE	SELLER'S SIĞNATURE	DATE
58			$T$ $0 \circ (i \cdot 1)$	
59			Thomas R. SKidn	nore
60	PRINTED		PRINTED	
61				
62				
63	BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
64				
65				
66	PRINTED		PRINTED	
67			(	SP 0.41
68				8.22-2029
69	SELLING BROKER	DATE	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 2024



7999 Englewood Rd, Indianapolis, IN 46240

(Property Address)

## MARION COUNTY INFORMATION

Marion County, Indiana: A Hub of Culture, Business, and Community

Overview Marion County, located in the heart of Indiana, is the most populous county in the state and home to Indianapolis, the state capital. Known for its vibrant culture, thriving economy, and welcoming communities, Marion County offers an exceptional quality of life for residents and a wealth of opportunities for businesses.

Economic Strength Marion County is a powerhouse in Indiana's economy. Indianapolis serves as a major economic center, hosting a diverse range of industries, including healthcare, manufacturing, logistics, and technology. The county is home to several Fortune 500 companies, contributing to a strong job market and a dynamic business environment. The Indiana Convention Center and Lucas Oil Stadium, located in downtown Indianapolis, attract national conventions and sporting events, further boosting the local economy.

Education & Innovation Marion County is a leader in education and innovation. The county is home to prestigious institutions like Indiana University-Purdue University Indianapolis (IUPUI) and Butler University, which provide world-class education and drive research and development. The presence of these institutions fosters a culture of innovation, with numerous startups and tech companies choosing to establish themselves in the county.

Cultural & Recreational Amenities Residents and visitors in Marion County enjoy a rich cultural scene and abundant recreational opportunities. The Indianapolis Cultural Trail connects various cultural districts, showcasing public art, gardens, and local businesses. The county is also famous for the Indianapolis Motor Speedway, host of the iconic Indianapolis 500. Marion County's parks, such as Eagle Creek Park, offer outdoor activities, from hiking and boating to birdwatching and picnicking.

Healthcare Excellence Marion County boasts a robust healthcare system with nationally recognized hospitals like Indiana University Health, Eskenazi Health, and Riley Hospital for Children. These institutions provide top-tier medical care and are major employers in the region, contributing to the county's reputation as a healthcare leader.

Community & Living Marion County is a diverse and inclusive community with a wide range of housing options, from urban apartments to suburban homes. The county's neighborhoods each have their own unique character, from the historic charm of Irvington to the modern vibe of Broad Ripple. The cost of living is relatively affordable, making it an attractive place for families, young professionals, and retirees alike.

Transportation & Connectivity Marion County is well-connected, with major highways and interstates converging in Indianapolis, providing easy access to other parts of Indiana and the Midwest. The Indianapolis International Airport offers flights to numerous domestic and international destinations, making Marion County a convenient location for both business and leisure travel.

Conclusion Marion County, Indiana, is a dynamic and thriving community, offering the perfect blend of economic opportunity, cultural richness, and quality of life. Whether you're looking to start a business, raise a family, or explore new adventures, Marion County has something for everyone.





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

Issuing Agent: Centurion Land Title, Inc.

Issuing Office: 1200 W Carmel Drive, Suite 103

Carmel, IN 46032

Issuing Office's ALTA® Registry ID: 1112056

Issuing Office File Number: IN242634

Property Address: 7999 Englewood Road, Indianapolis, IN 46240

**Revision Number:** 

### **SCHEDULE A**

1. Commitment Date: August 26, 2024 7:00 AM

2. Policy to be issued:

a. 2021 ALTA® Owner's Policy

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below.

Proposed Amount of Insurance: \$0.00

The estate or interest to be insured: FEE SIMPLE

b.2021 ALTA® Loan Policy

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a)

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:

Thomas R. Skidmore and Sarah E. Skidmore, husband and wife

5. The Land is described as follows: SEE ATTACHED EXHIBIT A

### FIDELITY NATIONAL TITLE INSURANCE COMPANY

Authorized Signatory: G. Matthew Kiproff

Centurion Land Title, Inc.

Fort Wayne, IN

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National 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.







### 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.
- 5. Warranty Deed executed by Fee Simple Title Holder vesting fee simple title to the proposed insured owners, as shown in Schedule "A".
- 6. State Form 46021 (6-93) "Disclosure of Sales Information" must be completed by the Buyer and Seller and attached to the deed or other documents transferring title before the document will be recorded by the County Recorder.
- 7. Mortgage executed by proposed Mortgagor to the proposed insured lender.
- 8. Release of Mortgage from Thomas R. Skidmore and Sarah E. Skidmore, husband and wife to Bank One, N.A., in the amount of \$46,000.00 recorded October 22, 2003 as Document Number: 2003-0225267 in the Marion County Records.
- 9. Certificate signed by the Clerk-Treasurer of the Indianapolis Municipality stating there are no unpaid municipal assessments and/or special assessments on the insured real estate.
- 10. Current taxes and/or Assessments as shown in Schedule B Section II are to be paid.
- 11. Vendors and Mortgagors affidavits to be furnished.
- 12. NOTE: A 24 month chain of title was completed and the Title Company finds the following:

A Deed recorded April 26, 1978 from Fred P. Bayless and Barbara L. Bayless, husband and wife to Thomas R. Skidmore and Sarah E. Skidmore, husband and wife in Document Number: 78-023997.

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Note: In compliance with Indiana's Good Funds Law effective July 1, 2009, If Centurion Land Title, Inc. serves as the closing agent, funds in excess of \$10,000.00 must be wired. Funds less than \$10,000.00 must be good funds as defined in IC 27-7-3.7.

Note: If an insured closing is completed by Title Company a Short Form Policy/Policies will be issued at the time of closing unless requested otherwise in writing.

Note: By virtue of IC 27-1-22-2, a fee will be collected from the seller, purchaser, lender and/or borrower of the transaction for each covered party by the closing protection letter issued in conjunction with a closing occurring on or after July 1, 2013. The fee should be designated in the 1100 series of the HUD form as a CPL (Closing Protection Letter) charge.

Note: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

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### 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:

- 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. Rights or Claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
- 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. Any water or well rights, or rights or title to water or claims thereof, in, on or under the land.
- 7. Unpatented mining claims; reservations or exceptions in patents or in the Acts authorizing the issuance of said patents.
- 8. All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales

9. Tax Year: 2023 Pay 2024

Name: Skidmore, Thomas R. & Sarah E.

Legal:

Tax Type: County Tax ID #: 8004581

State Tax ID #: 49-03-24-115-034.000-800 Taxing Entity: Marion County Treasurer

Total Annual Tax: \$4,714.56

Land: \$104,700.00

Improvements: \$258,300.00 Exemption Mortgage: \$0.00

Exemption Homestead: \$48,000.00

Exemption Homestead Supplemental: \$126,000.00

Exemption Additional: \$0.00

Other: \$0.00

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First Installment Amount: \$2,357.28 First Installment Status: Paid First Partially Paid Amount: First Installment Due/Paid Date:

Second Installment Amount: \$2,357.28 Second Installment Status: Due Second Partially Paid Amount:

Second Installment Due/Paid Date: November 12, 2024

- 10. Solid Waste Semi-annual Assessment of \$16.00, due and payable in 2024, in the total amount of \$32.00, May Installment Paid, November Installment Unpaid. This amount is payable with property taxes to the Marion County Treasurer's Office. (All future assessments not yet due and payable.)
- 11. Storm Water Semi-annual Assessment of \$55.80, due and payable in 2024, in the total amount of \$111.60, May Installment Paid, November Installment Unpaid. This amount is payable with property taxes to the Marion County Treasurer's Office. (All future assessments not yet due and payable.)
- 12. Taxes and assessments not due and payable at Commitment Date.

NOTE: Added improvements in place as of January 1, are subject to assessment which could increase the tax amounts and in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

NOTE: The real estate tax information used set out the information above was obtained from the Marion County Tax computer system. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the inaccuracy and/or the unavailability of accurate tax information.

- 13. Possible assessment for periodic ditch/drain maintenance which may be a lien but is not assessed as of the Commitment Date.
- 14. Covenants, Conditions, Restrictions, Easements and Building Lines as shown in Plat Book 23, Pages 1-2.
- 15. Covenants, Conditions, Restrictions and Terms and Provisions set out in any Deed, Miscellaneous Document, Plat or Declaration and any Amendments thereof, if any. Violation thereof will not cause forfeiture or reversion of title.
- 16. Building Lines, set-back lines, front, back and side yard buffer lines, if any.
- 17. Easements for drainage and/or utilities and incidental purposes, if any.
- 18. Possible municipal and/or sewer assessments which may be levied by the municipality, if any.
- 19. Any unpaid assessments from the Homeowners Association which could constitute a lien on the subject premises, if any.
- 20. Any and all interest in the oil, gas and/or mineral rights.

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- 21. Rights of way for drainage tiles, ditches, feeder and laterals, if any.
- 22. Subject to right of way for all legal roads and highways.
- 23. 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. AS TO THE MORTGAGE POLICY ONLY This policy insures against loss or damage, not exceeding the amount of this policy, which the insured may sustain by reason of the enforcement or attempted enforcement of said Indiana Code.
- 24. The acreage indicated in the legal description, and/or the address shown on Schedule "A", is solely for the purposes of identifying said tract and should not be construed as insuring the quantity of land, and/or the address as set forth in the description of the property.
- 25. A Judgment search has been made versus Thomas R. Skidmore and Sarah E. Skidmore (search is individually) and none found.
- 26. Title Company has not conducted a judgment search against the purchaser, as any judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states:

### PURCHASE MONEY MORTGAGE

Section 4. - A mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

Note: Any person who with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Note: Any exception contained herein omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 u.s.c. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 u.s.c. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

Note: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the company can assume no liability under its policy, the closing instructions, or insured closing service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

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### **Exhibit A**

IN242634

LOT 26 IN NORTHERN HILLS, AN ADDITION TO THE CITY OF INDIANAPOLIS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGES 1 AND 2, IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

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### PURCHASE CONTRACT



### REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this <u>24<sup>th</sup></u> day of <u>September</u>	2024, by and between
Thomas R. Skidmore	hereinafter called the Seller(s) and
	hereinafter called the Buyer(s):
The Buyer hereby agrees to purchase, the Seller hereby agrees to se	ll this property in "As is" condition
(except conditions stated in statement of sale and Terms & Condition	ons)
Located at and commonly known as: 7999 Englewood Rd.	
in the City of Indianapolis, County of Marion, and State of Indiana.	
Legally described as: Northern Hills L26	

Buyer herewith agrees to deposit with <u>Centurion Land Title Company</u>, <u>\$ 7,500.00</u> 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 give a Warranty Deed. 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 give the buyer 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 <u>Friday</u>, Oct. 25, 2024 – 5:00pm EDT and shall take place at the office of Centurion Land Title Company, 1200 West Carmel Dr., Suite 103 - Carmel, IN. The buyer will pay the closing fee.

The buyer will pay a \$250.00 Broker Transaction fee at closing payable to United Country Coffey Realty & Auction.

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 or down payment money held in escrow will be refunded in full.

### 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 invalid 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: **Centurion Land Title Co.** 

<b>High Bid Selling Price</b>	\$ .00	
Plus 11% Buyer's Premium	\$ .00	
	<b>Total Purchase Price</b>	\$ .00
Less Down Payment	\$	
	Total Due at Closing	<u>\$</u> .00
This offer will expire if not a	eccepted on or before: Sept. 25, 2024,	at 5:00pm
Purchased By:		<b>\</b>
		Date
Buyer		Phone
Printed		i none
Buyer Address:	City	StateZip
		Date
Buyer		
Printed		Phone
Buyer Address:	City	State Zip
Buyer's Agent		Date
buyer's Agent		Phone
Printed		
Agent Address:	City	StateZip
Names for Deed:		
Accepted By:		
	1	Date
Seller		
Thomas R. Skidmore		Time:
Printed		



## PURCHASE CONTRACT

### **PROMISSORY NOTE**

7999 Englewood Rd, Washington Township Marion County, Indianapolis, IN 46240

\$ <u>7,500.00</u> Amount	September 24, 2024 Date
Centurion Land 1200 West Carm	d promises to pay by wire transfer to the Order of:  d Title Company lel Dr. – Suite 103 IN, 46032
The Sum of <u>Seven Thousand Five Hu</u> (\$7,500.00 ), as a down payment deposit for Contract of even date herewith and attached he closing of said Contract.	the purchase of real estate described in
This promissory note shall bear no interthereafter it shall bear interest at the highest ra	rest until the date of closing of the Contract; ate allowable by law.
This Note shall become null and void if requirements for closing as set out in the attactual fulfilled this Note shall be fully enforceable at la	
If this Note is placed in the hands of an the undersigned agree to pay all costs of colle attorney's fee.	attorney for collection, by suite or otherwise, ction and litigation together with a reasonable
Signature	, 2024 Date
Signature	, 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. <u>I hereby certify</u> 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: 7999 Englewood Rd. Indianapolis, IN 46240	
Printed Name:	
Printed Name:	
Bidder Address:	
Phone:	
Email Address:	
Signature:	