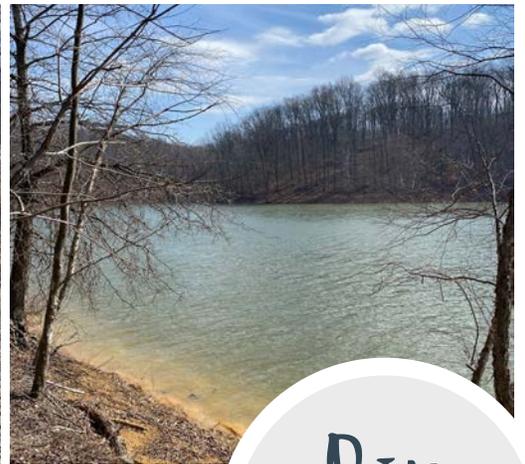


78 ± ACRES

MONROE COUNTY



DONT MISS THIS OPPORTUNITY TO BUY A RARE LAKE PROPERTY

bidding ends

MAY 5, 2021 | 2 PM

BID
NOW!

812.822.3200

UNITEDCOUNTRYIN.COM

434 S. WALNUT | BLOOMINGTON, IN



This beautiful 18 acres of Lake Monroe lake front land is being offered for sale at public auction. The property is a possible home site, Recreational land, Hunting land, Timber land, Fishing property, Bird watching and much more. Located only 25 minutes from downtown Bloomington, 1 hour and 30 minutes from Indianapolis, 2 hours from Louisville, KY and 2 hours and 40 minutes from Cincinnati, OH. Check it out today!

Terms & Conditions

- Online Bidding ends May 5 @ 2 pm EDT
- PROPERTY VIEWING: By appointment only
- Property sold subject to seller's confirmation (sells with reserve)
- Property sells As-Is with no warranties
- Subject to prior sale
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- 11% Buyers Premium - An 11% added to the final bid
- \$5,000.00 down payment
- Final closing is NOT contingent upon financing
- The property will be conveyed by a Warranty Deed
- The seller agrees to furnish buyer(s) with an owner's policy of Title Insurance Policy at closing
- Real Estate Taxes: Prorated to the day of closing
- Closing will be held on or before June 18, 2021
- Possession will be granted at final closing
- All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material
- [See website for complete terms & conditions](http://UNITEDCOUNTRYIN.COM)
UNITEDCOUNTRYIN.COM

PACKET INDEX



LOCATION MAP
AERIAL MAPS
TOPO MAP
TERMS + CONDITIONS
MLS SHEET
TAX STATEMENTS
TITLE COMMITMENT
BID CERTIFICATION
SAMPLE CONTRACT
RESOURCES

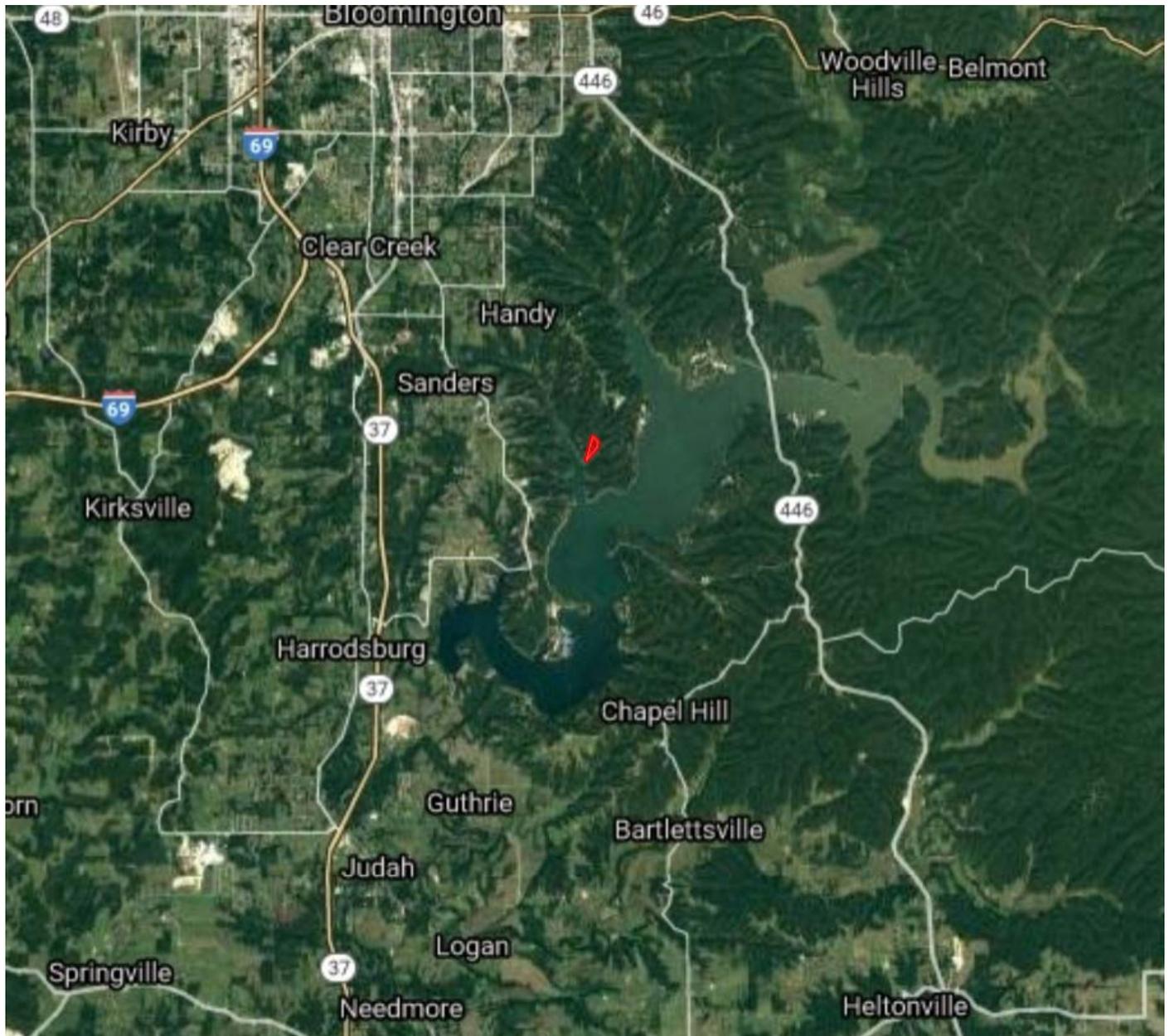
AUCTION
MANAGER

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 MAPS



TOPO MAP



TERMS & CONDITIONS

TERMS & CONDITIONS

Murren/Adams - Real Estate Auction

Bald Eagle Lane / S. Shady Side Dr.
Bloomington, IN 47401

Legal Description

004-00080-00 PT E1/2 NW 12-7-1W 13.98A
004-00085-00 PT NW NE 12-7-1W 4.20A

- The property will be sold at Public “Online - Internet Auction”, ending Wednesday May 5, 2021 at 2:00pm (soft close)
- The property will be sold subject to seller’s confirmation (sells with reserve).
- Property sells As-Is with no warranties expressed or implied
- The auction is Subject to prior sale (the property can be purchased prior to the end of the auction)
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- Buyers Premium
 - An **11%** buyer’s premium will be added to the final bid and charged to the buyer, the final bid plus the 11% Buyer’s premium will establish the final sales price.
- **A down payment of \$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 Bethel Title Co. The down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing. The balance of the purchase price will be due via a wire transfer to the closing company, on delivery of insurable title on or before June 18, 2021.
 - A promissory note will be signed along with the down payment.
- Final closing is NOT contingent upon financing.
- The property will be conveyed by a Warranty Deed
- The seller agrees to furnish buyer(s) with an owner’s policy of Title Insurance Policy at closing.
- Real Estate Taxes: the taxes will be prorated to the day of closing.
- Closing:
 - Closing shall take place at the office of: **John Bethel Title Co.** 2626 S Walnut St. Bloomington, IN 47401
 - Closing fee will be paid by the buyer.
 - Closing will be held on or before June 18, 2021
- Possession will be granted at final closing.
- The successful Bidder shall execute electronically an “Auction Real Estate Sales Contract” for the property immediately after being declared the Successful Bidder by the Auctioneer.
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property.
 - Further; Property sells as-is with no warranties expressed or implied
- JDC Group, INC dba United Country Coffey Realty & Auction and their representatives are exclusive agents of the Seller.
- All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material.
- All information was gathered from reliable sources and is believed to be correct as of the date this brochure is published; however the seller or auctioneers have not independently verified this information. Auction plats and drawings are not to be relied on and are for representation purposes only.

TERMS & CONDITIONS

Its accuracy is not warranted in any way. There is no obligation on the part of the sellers or auctioneer to update this information.

SALE SITE: Internet Only

VIEWING INSTRUCTIONS: By Appointment

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

For questions call or text Jimmie Dean Coffey or Cody Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 360-6005 Jimmie Dean's cell or (812) 360-8383 Cody's cell.

I do hereby agree to these Auction Terms & Conditions.

Seller
Dee Lynn Murren

Date

Seller
Matthew S. Adams

Date

Bidder

Date

Bidder

Date

Buyer

Date

Buyer

Date

TERMS & CONDITIONS

<p>List Price \$1 MLS # 202107721 Original MLS # Status Active Class LOTS AND LAND SubType Residential Land Lot # Lot Nmbr Section # 12 Date Lots Av Lot Dim 18.18 Lot Sz Acr 18.1800 Lot Sz SqFt 791,921</p>	<p>Bald Eagle Lane Bloomington IN 47401</p> 	<p>UTILITIES WATER UTILITY None SEWER TYPE None FUEL TYPE None ELECTRICITY TYPE Available</p>
<p>Remarks Lake Monroe Land Auction 18 Acre Lake Front Property for sale at Public Auction. Bidding Ends May 5, 2021 at 2:00pm EDT. Bids accepted via: Online Bidding Portal, Telephone Bid, In person at Office (434 S. Walnut St. - Bloomington, IN) Don't miss this opportunity to buy a rare lake property. This beautiful 18 acres of Lake Monroe lake front land is being offered for sale at public auction. This property is a possible home site, Recreational land, Hunting land, Timber land, Fishing property, Bird watching and much more. This is a legacy property that has been in the owner's family for many generations. This property is only 25 minutes from downtown Bloomington, 1 hour and 30 minutes from Indianapolis, 2 hours from Louisville, KY and 2 hours and 40 minutes from Cincinnati,</p>		<p>SCHOOLS School District Monroe County Community School Corp. Elementary Lakeview Middle School Jackson Creek High School Bloomington South</p>
<p>Area Monroe County Township Clear Creek Parcel# ID 53-11-12-200-012.000-006 Zoning Zoning Desc Ag Rural Reserve</p>		<p>DETAILS Rail Siding Y/N No Rail Siding Description Curb Y/N No Road Access Private Road Surface Gravel Road Frontage Private Road Frontage Length PARCEL DESCRIPTION Heavily Wooded, Lake, Waterfront, Rolling, Undeveloped, 15+ TYPE USE Residential WATER FEATURES Walk to Lake Access OPTIONS Sell Entirely LOCATION Rural, Lake</p>
<p>004-00085-00 PT NW NE 12-7-1W 4.20A; Plat 3 and 004-00080-00 PT E1/2 NW 12-7-1W 13.98a; PLAT 62</p>		<p>SHOWING INSTRUCTIONS</p>
<p>Year Taxes Payable 2019</p>	<p>Annual Taxes \$3,328.98</p>	<p>DOCUMENTS AVAILABLE None EXISTING FINANCING None PROPOSED FINANCING Cash Possession At closing Showing Instructions Call office to schedule showing Directions to Property At S. Walnut Street and Fairfax. Take Fairfax Road to E. Moffett Lane. Take Handy Road/Handy Ridge to S Shields Ridge Road. On Shields Ridge turn right on Whippoorwill. Look for Bald Eagle Lane and</p>
<p>Exemptions No Exemptions</p>		<p>SOLD INFO</p>
<p>Pasture Acr Tillable Acr Timber Acr 18.00 Wooded Acr 18.00 Leased Acr N Flood Plain No Platted Y/N Y Wetlands Easements N</p>	<p>Sq Ft Source Subdivision None Cross Street CRP(Consrvtm Rsrvt Prog) Can Property be Divided? No Seller Owns Planted Crops Structure/Bldg Imprvmnts No</p>	<p>Selling Agent</p>
<p> </p>		<p>Listing Office Info United Country Coffey Realty & Auction Offc: 812-822-3200</p>
<p> </p>		<p>Courtesy of: Indiana Reginal MLS  Jimmie Dean Coffey 434 S Walnut St Bloomington IN 47401 Cell: 812-360-6005 jcoffey@unitedcountryin.com http://www.unitedcountryin.com</p>

Information is deemed to be reliable, but is not guaranteed. © 2014 MLS and BKFS. Prepared by Indiana Regional MLS on 03/26/2021 10:33 AM

The information on this sheet has been made available by the MLS and may not be the listing of the provider.

TAX CARDS

1/13/2021

Elevate

Monroe County, IN
S Shady Side DR
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name Adams, Matthew S & Murren, Dee Lynn
Owner Address Po Box 33722 Raleigh, Nc 27636
Parcel Number 53-11-12-100-020.000-006
Alt Parcel Number 004-00085-00
Property Address S Shady Side Dr, Bloomington, In 47401
Property Class Code 501
Property Class Vacant - Unplatted (0 To 9.99 Acres)
Neighborhood Shady Side Drive - Lakeview - A, 53006053-006
Legal Description 004-00085-00 PT NW NE 12-7-1W 4.20A; PLAT 3

Taxing District

Township Clear Creek Township
Corporation Monroe County Community
Taxing District Name Clear Creek Township
Taxing District Number 006

Land Description

Land Type	Acreage	Dimensions
91	4.20	

TAX CARDS

1/13/2021

Elevate

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Adams, William P & Ola Jean			Wd	
2004-12-28	Adams William Paul Family Trust		0	Wd	
2007-09-05	Adams, William Paul Family Trust A Est Under Art X			Wd	
2014-11-19	Adams, Matthew S & Murren, Dee Lynn			Qc	

TAX CARDS

1/13/2021

Elevate

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2020-03-20	Annual Adjustment	\$29,400.00	\$0	\$29,400.00
2019-03-12	Annual Adjustment	\$29,400.00	\$0	\$29,400.00
2018-03-21	Annual Adjustment	\$29,400.00	\$0	\$29,400.00
2017-03-30	Annual Adjustment	\$29,400.00	\$0	\$29,400.00
2016-05-02	Annual Adjustment	\$8,800.00	\$0	\$8,800.00
2015-05-27	General Revaluation	\$6,900.00	\$0	\$6,900.00
2014-05-15	Annual Adjustment	\$6,900.00	\$0	\$6,900.00
2013-06-04	Annual Adjustment	\$6,900.00	\$0	\$6,900.00
2012-06-22	Annual Adjustment	\$6,900.00	\$0	\$6,900.00
2011-06-07	Annual Adjustment	\$6,300.00	\$0	\$6,300.00
2010-06-24	Annual Adjustment	\$1,100.00	\$0	\$1,100.00
2009-03-01	Miscellaneous	\$1,100.00	\$0	\$1,100.00
2008-03-01	Miscellaneous	\$1,000.00	\$0	\$1,000.00
2007-03-01	Miscellaneous	\$1,000.00	\$0	\$1,000.00
2006-03-01	Miscellaneous	\$700.00	\$0	\$700.00
2005-03-01	Ag Land Update	\$700.00	\$0	\$700.00
2002-03-01	General Revaluation	\$900.00	\$0	\$900.00
1995-03-01	General Revaluation	\$0	\$0	\$0
1994-03-01	General Revaluation	\$0	\$0	\$0

TAX CARDS

1/13/2021

Elevate

Sales

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

Public Utilities

Water	Y
Sewer	N
Gas	N
Electricity	Y
All	N

Exterior Features

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

Special Features

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

Summary of Improvements

TAX CARDS

1/13/2021

Elevate



Tax Bill

Parcel Information

Parcel Number	53-11-12-100-020.000-006
Tax ID	004-00085-00
Owner Name	Adams, Matthew S & Murren, Dee Lynn
Owner Address	Po Box 33722 Raleigh, Nc 27636
Legal Description	004-00085-00 PT NW NE 12-7-1W 4.20A; PLAT 3

2018 PAY 2019

Deductions

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

TAX CARDS

1/13/2021

Elevate

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Clear Creek Township	Spring Installment	\$204.67	\$204.67	\$0
Clear Creek Township	Fall Installment	\$204.67	\$204.67	\$0
Clear Creek Township	Year Total	\$409.34	\$409.34	\$0

Overlay Report

Overlay by Landuse and Soil

PIN 18	53-11-12-100-020.000-006			
Total Acreage	3.342			
Total Adj. Acreage	4.200			
Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Bkf	6	Woodland	3.019	3.794
Bu	6	Woodland	0.323	0.406

Overlay by Landuse

PIN 18	53-11-12-100-020.000-006			
Total Acreage	3.342			
Total Adj. Acreage	4.200			
Land Use Code	Land Type	GIS Acreage	Adj. Acreage	
6	Woodland	3.342	4.200	
Unk		0.000	0.000	

TAX CARDS

1/13/2021

Elevate

TAX CARDS

1/13/2021

Elevate

Monroe County, IN
S Shady Side DR
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name Adams, Matthew S & Murren, Dee Lynn
Owner Address Po Box 33722 Raleigh, Nc 27636
Parcel Number 53-11-12-200-012.000-006
Alt Parcel Number 004-00080-00
Property Address S Shady Side Dr, Bloomington, In 47401
Property Class Code 502
Property Class Vacant - Unplatted (10 To 19.99 Acres)
Neighborhood Shady Side Drive - Lakefront - A, 53006054-006
Legal Description 004-00080-00 PT E1/2 NW 12-7-1W 13.98A; PLAT 62

Taxing District

Township Clear Creek Township
Corporation Monroe County Community
Taxing District Name Clear Creek Township
Taxing District Number 006

Land Description

Land Type	Acreage	Dimensions
91	13.98	

TAX CARDS

1/13/2021

Elevate

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Adams, William P & Ola Jean			Wd	
2004-12-28	Adams William Paul Family Trust		0	Wd	
2007-09-25	Adams, William Paul Family Trust A Est Under Art X			Wd	
2014-11-19	Adams, Matthew S & Murren, Dee Lynn			Qc	

TAX CARDS

1/13/2021

Elevate

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2020-03-20	Annual Adjustment	\$209,700.00	\$0	\$209,700.00
2019-03-12	Annual Adjustment	\$209,700.00	\$0	\$209,700.00
2018-03-21	Annual Adjustment	\$209,700.00	\$0	\$209,700.00
2017-03-30	Annual Adjustment	\$209,700.00	\$0	\$209,700.00
2016-05-02	Annual Adjustment	\$29,400.00	\$0	\$29,400.00
2015-05-27	General Revaluation	\$22,800.00	\$0	\$22,800.00
2014-05-15	Annual Adjustment	\$22,800.00	\$0	\$22,800.00
2013-06-04	Annual Adjustment	\$22,800.00	\$0	\$22,800.00
2012-06-22	Annual Adjustment	\$22,800.00	\$0	\$22,800.00
2011-06-07	Annual Adjustment	\$21,000.00	\$0	\$21,000.00
2010-06-24	Annual Adjustment	\$3,800.00	\$0	\$3,800.00
2009-03-01	Miscellaneous	\$3,700.00	\$0	\$3,700.00
2008-03-01	Miscellaneous	\$3,500.00	\$0	\$3,500.00
2007-03-01	Miscellaneous	\$3,300.00	\$0	\$3,300.00
2006-03-01	Miscellaneous	\$2,600.00	\$0	\$2,600.00
2005-03-01	Ag Land Update	\$2,600.00	\$0	\$2,600.00
2002-03-01	General Revaluation	\$3,100.00	\$0	\$3,100.00
1995-03-01	General Revaluation	\$0	\$0	\$0
1994-03-01	General Revaluation	\$0	\$0	\$0

TAX CARDS

1/13/2021

Elevate

Sales

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

Public Utilities

Water	Y
Sewer	N
Gas	N
Electricity	Y
All	N

Exterior Features

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

Special Features

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

Summary of Improvements

TAX CARDS

1/13/2021

Elevate



Tax Bill

Parcel Information

Parcel Number 53-11-12-200-012.000-006
Tax ID 004-00080-00
Owner Name Adams, Matthew S & Murren, Dee Lynn
Owner Address Po Box 33722 Raleigh, Nc 27636
Legal Description 004-00080-00 PT E1/2 NW 12-7-1W 13.98A; PLAT 62

2018 PAY 2019

Deductions

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

TAX CARDS

1/13/2021

Elevate

Overlay by Landuse

PIN 18 53-11-12-200-012.000-006
Total Acreage 14.155
Total Adj. Acreage 13.980

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
5	Non-tillable Land	0.162	0.160
6	Woodland	13.212	13.048
82	Agric Support-public Road	0.782	0.772
Unk		0.000	0.000

TAX CARDS

1/13/2021

Elevate

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Clear Creek Township	Spring Installment	\$1,459.82	\$1,459.82	\$0
Clear Creek Township	Fall Installment	\$1,459.82	\$1,459.82	\$0
Clear Creek Township	Year Total	\$2,919.64	\$2,919.64	\$0

Overlay Report

Overlay by Landuse and Soil

PIN 18	53-11-12-200-012.000-006			
Total Acreage	14.155			
Total Adj. Acreage	13.980			
Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Bkf	5	Non-tillable Land	0.028	0.028
Wmc	5	Non-tillable Land	0.133	0.132
Bkf	6	Woodland	11.086	10.949
Bu	6	Woodland	0.022	0.021
Wmc	6	Woodland	2.104	2.078
Wmc	82	Agric Support-public Road	0.782	0.772

TITLE COMMITMENT

Page 1 of 5



FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA COMMITMENT

COMMITMENT NO. 53-69388

SCHEDULE A

Revision One: May 4, 2021

Address Reference:
S. Shady Side Drive
Bloomington, IN 47401

1. Commitment Date: **April 28, 2021 at 12:00 AM**

2. Policy (or policies) to be issued:

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

Policy Amount
To Be Determined

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

b.

Policy Amount
\$

Proposed Insured:

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

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

Matthew S. Adams and Dee Lynn Murren, as tenants in common

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

Part of the West half of the Northeast quarter, and part of the East half of the Northwest quarter, all in Section Twelve (12) Township Seven (7) North, Range One (1) West, in Monroe County, Indiana, bounded and described as follows, to-wit: Commencing at a stone at the Northeast corner of said Northwest quarter of said Section 12; thence West One Hundred Thirty-one and Two Tenths; (131.2) feet along the North line of said Northwest quarter to a ravine, being the real point of beginning of the tract herein described; thence along the ravine and the boundary of a 2.486 acre tract conveyed to Moores Creek Camp Corporation as shown in Deed Record 189 at pages 40-41 in the Office of the Recorder of Monroe County, Indiana, by the following-courses and distances: South 23 degrees East 216.1 feet; South 60 degrees 20 minutes East 162 feet; Southeast 196

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 5

SCHEDULE A (Continued)

feet to USC & GS Monument Station 607.3 established in the year 1965, and to a point on the U. S. Government Fee Taking line; thence along said Fee Taking line by the following courses and distances: South 4 degrees 13 minutes West 531 feet; South 17 degrees West 241 feet; South 21 1/4 degrees West 206.5 feet; South 45 1/4 degrees West 883.5 feet; South 79 degrees 13 minutes West 124.7 feet and to the Southeast corner of a one acre tract conveyed to Russell Deckard and wife by deed dated August 13, 1962, and recorded in Deed Record 145 at page 507; thence North 18 degrees East 436 feet along the East line of said one acre tract, and all in the same line produced, to the Northeast corner of a 0.46 acre tract conveyed to Russell F. Deckard; thence Northwesterly for 132.3 feet along the North line of said 0.46 acre tract to the center of a 70 foot diameter circle in the middle of a road along the ridge; thence along said road by the following courses and distances: with an angle of 114 degrees 25 minutes to the right to the center line of said road (North 29 degrees 20 minutes East) for 494 feet; thence North 33 degrees 58 minutes East 432 feet; thence North 5 degrees 50 minutes East 220 feet; thence North 26 degrees 29 minutes West 435.1 feet; North 0 degrees 48 minutes West 119 feet and to the North line of said Section 12; thence East for a distance of 201.5 feet along said North line to the place of beginning; containing 18.18 acres, more or less.

John Bethell Title Company, Inc.
Authorized Signatory



Laura McKinney, Title Examiner

End of Schedule A
First American Title Insurance Company

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

TITLE COMMITMENT

Page 4 of 5

SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 53-69388

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 in and to that part of the premises taken or used for alley or road purposes, including utility rights of way.
11. Roadway easement over and across the West side of the real estate as set forth in a Warranty Deed recorded September 1, 1970 in Deed Record 198, page 182.
12. Taxes for the year 2020 due and payable 2021 a lien now payable.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Clear Creek Township.
Duplicate Number: 53-11-12-200-012.000-006. (PT E1/2 NW 12-7-1W 13.98A)
Assessed Value - Land: \$209,700;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$1,657.68 is PAID;
November Installment in the amount of \$1,657.68 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.

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 5

SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 53-69388

The following requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.

NOTICE OF REQUIREMENT - WIRE TRANSFER OF CLOSING FUNDS

Effective July 1, 2009 Indiana law prohibits disbursement of closings unless all necessary funds required are wire transferred to the settlement agent's escrow account. (see I.C. 27-7-3.7) The law applies to all parties including lenders, buyers, sellers and real estate professionals. If the total of funds required from any single party to the transaction is less than \$10,000 a cashiers or certified check may be substituted. Corporate checks from licensed real estate brokerage companies specifically for earnest money and less than \$10,000 are also acceptable.

Wire transfer instructions are attached as an exhibit to this commitment. Please contact our closing department with any questions.

- 1. We must be furnished with a fully executed copy of the Offer to Purchase for the following legal description: PT E1/2 NW 12-7-1W (13.98 Acres) and PT NW NE 12-7-1W (4.20 Acres).
 - 2. Execution and recordation of a Warranty Deed from Matthew S. Adams and Dee Lynn Murren, as tenants in common, to A Legally Qualified Entity Yet To Be Determined.
 - 3. Vendor's Affidavit in satisfactory form executed by Matthew S. Adams and Dee Lynn Murren, as tenants in common, should be furnished us at closing.
- E. Payment of \$5 Title Insurance Enforcement Fund fee required by IC 27-7-3 for each policy issued in connection with the transaction.

**End of Schedule B - I
First American Title Insurance Company**

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 5

SCHEDULE B - SECTION II (Continued)

Total amount due to pay all outstanding taxes, delinquencies and penalties \$1,657.68.

13. Taxes for the year 2020 due and payable 2021 a lien now payable.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 4.
Taxing Authority: Clear Creek Township.
Duplicate Number: 53-11-12-100-020.000-006. (PT NW NE 12-7-1W 4.20A)
Assessed Value - Land: \$29,400;
Improvements: \$0;
Exemptions: \$0, Credits: \$0
May installment in the amount of \$232.40 is PAID;
November Installment in the amount of \$232.40 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$ 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 \$232.40.
14. Taxes for the year 2021 payable 2022 and thereafter, a lien but not yet due or payable.

The company does not insure that the land described in paragraph 4 of schedule A accurately comprises any acreage or area referred to therein.

This commitment is furnished by the company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of the company. This commitment is not an abstract or an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. This commitment is not binding on the company until such time as the proposed insured and policy amounts are specifically identified in Schedule A, Paragraph 2. Persons and entities not listed as proposed insured's are not entitled to rely upon this commitment for any purpose.

Note: Unless otherwise shown above, there are no recorded judgments against any parties having an interest in the land described in Schedule A that have priority over the interests to be insured.

End of Schedule B - II
First American Title Insurance Company

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

BID CERTIFICATION

Internal Office Use

Received

Date _____ Time _____ By _____

Approved By _____



**Coffey Realty
& Auction**

BID CERTIFICATION

I acknowledge this is a confirmation auction and that my offer will be subject to the Seller's approval.

By signing this certification and returning it to the offices of United Country Real Estate | Coffey Realty & Auction, or an employee therein.

I hereby certify that:

1. I acknowledge that I have received a complete Bidders Packet.
2. I have read the auction rules and bidding format as set out by the Auctioneers and contained in the Bidder's Packet and I completely understand them.
3. I understand that the terms and conditions 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 "Real Estate Auction Purchase Contract".
5. I have examined the proposed "Real Estate Auction Purchase Contract" given to me as part of the Bidder's Packet 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 Real Estate Auction Purchase Contract 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: Bald Eagle Lane / S. Shady Side Dr. - Bloomington, IN 47401 (18 +/- acres)

Printed Name: _____

Bidder Address: _____

Phone: _____

Email Address: _____

Credit Card Type: MasterCard Visa Discover

Name on Card: _____

Card Number: _____ Security Code: _____

Expiration Date: _____

Signature: _____

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

Phone: (812) 822-3200

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

SAMPLE CONTRACT



**Coffey Realty
& Auction**

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 5th day of May 2021, by and between
Matthew S. Adams and Dee Lynn Murren 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: S. Shady Side Dr. (Bald Eagle Ln.)
in the City of Bloomington, County of Monroe, and State of Indiana.

Legally described as:

- 004-00080-00 PT E1/2 NW 12-7-1W 13.98A; PLAT 62
- 004-00085-00 PT NW NE 12-7-1W 4.20A; PLAT 3

Buyer herewith agrees to deposit with John Bethell Title Company, Inc., \$ 5,000.00
dollars, as non-refundable earnest money deposit, and the balance of the purchase price will be due on
delivery of clear title.

Seller(s) agrees to furnish a Warranty Deed with insurable title. Free from all encumbrances, and an
Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the
buyer's down payment can be refunded.

Seller will furnish the buyer with an 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 June 18, 2021 and shall take place at the office of John Bethell
Title Co. 2626 S Walnut St. Bloomington, IN 47401

The buyer will pay the closing fee.

Possession is to be given day of final closing.

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

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

SAMPLE CONTRACT

Time being of the essence of this agreement, if the Buyer shall fail or refuse to perform this agreement of Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down payment / earnest money as liquidated damages for the breach of this agreement. "All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

Per the terms & conditions as contained herein and announced in "statement of sale", the property sells as shown below. This contract is subject to clearance of any check presented to **United Country, Coffey Realty & Auction** payable to **JDC Group, Inc.**

High Bid Selling Price \$ _____

Plus 11% Buyer's Premium \$ _____

Total Purchase Price \$ _____

Less Down Payment \$ _____

Total Due at Closing \$ _____

This offer will expire if not accepted on or before: May 6, 2021 at 5:00pm

Purchased By:

Buyer Date _____

Printed Phone _____
Buyer Address: _____ City _____ State IN Zip _____

Buyer Date _____

Printed Phone _____
Buyer Address: _____ City _____ State _____ Zip _____

Buyer's Agent Date _____

Printed Phone _____
Agent Address: _____ City _____ State _____ Zip _____

Names for Deed: _____

Accepted By:

Seller Date _____
Matthew S. Adams Time: _____
Printed

Seller Date _____
Dee Lynn Murren
Printed

SAMPLE CONTRACT



Coffey Realty
& Auction

PROMISSORY NOTE

S. Shady Side Dr. (Bald Eagle Ln.)
City of Bloomington, County of Monroe, State of Indiana

\$ 5,000.00

Amount

May 5, 2021

Date

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

The Sum of Five Thousand dollars and 00/100----- (\$5,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

This promissory note shall bear no interest until the date of closing of the Contract; thereafter it shall bear interest at the highest rate allowable by law.

This Note shall become null and void if and when the undersigned shall complete all requirements for closing as set out in the attached Contract. If said requirements are not fulfilled this Note shall be fully enforceable at law.

If this Note is placed in the hands of an attorney for collection, by suite or otherwise, the undersigned agree to pay all costs of collection and litigation together with a reasonable attorney's fee.

Signature

May 5, 2021

Date

Signature

Date

RESOURCES

LOCAL RESOURCES:

Monroe County Planning Department - (812) 349-2560

Monroe County Building Department - (812) 349-2580

Monroe County Health Department - (812) 349-2543

Monroe County Assessor - (812) 349-2501

Lake Monroe - <https://www.in.gov/dnr/parklake/2954.htm>

UTILITIES:

Electric: Duke Energy

Internet: Smithville communications high speed fiberoptic internet

Water: No water available. Private well will be required

ZONING:

AG/RR - Agg/Rural Reserve

*Bald eagle is a privately maintained roadway.

