### COUNTRY HOME FOR SALE | CRANE, IN

Onfine Auction: NOV. 13-6 PM



**ROB MCCONNELL** 812.821.7883



812.822.3200

for more information 812.822.3200 United Country IN-Com



LOCATION MAP

AERIAL MAP

TERMS & CONDITIONS

PROPERTY INFORMATION

DISCLOSURES

COUNTY INFORMATION

TITLE COMMITMENT

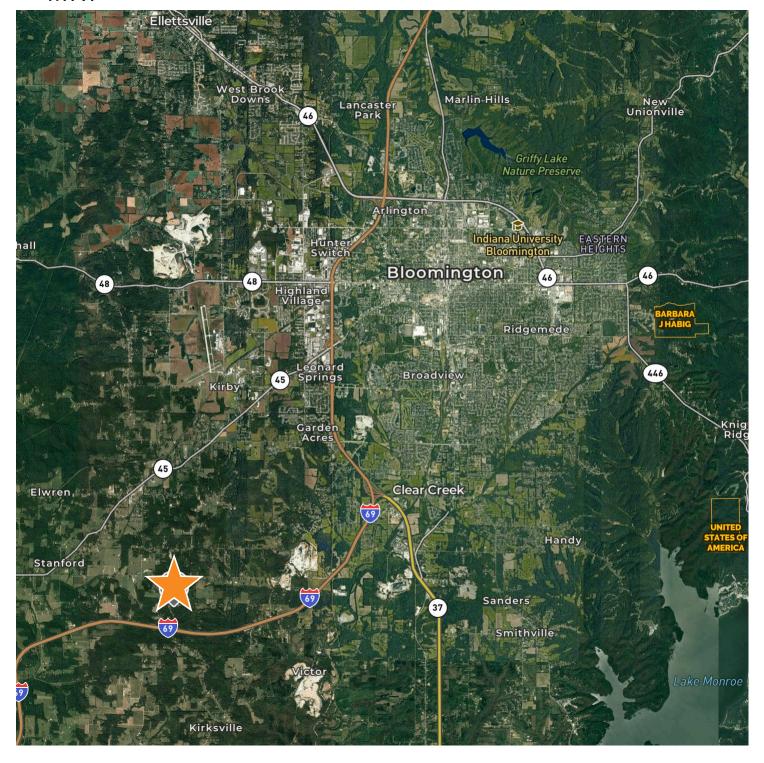
SAMPLE PURCHASE CONTRACT

BID CERTIFICATION

Auction Manager

Jimmie Dean Coffey | 812.360.6005 | jcoffey@unitedcountryin.com Gabrielle Getts | 812.340.3295 | ggetts@unitedcountryin.com

# LOCATION









#### **TERMS & CONDITIONS**

Stephen L & Brenda R. Hacker – Real Estate Auction 6855 S. Harmony Road Bloomington, IN. 47403 Legal Description 016-12060-01 PT SE SE 33-8-2W 6.00A; PLAT 46

- ➤ The property will be offered at Public "Online Internet Auction", ending Nov. 27, 2024 @ 6:00pm ET
- 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 <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 \$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 <a href="John Bethell Title Co.">John Bethell 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 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 Dec. 30, 2024
  - o 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 Bethell Title Co. 2626S. Walnut Street Bloomington, IN. 47401
  - o Closing fee will be paid by the buyer.
  - O Closing will be held on or before Dec. 30, 2024
- Possession will be granted at final closing.
- The successful Bidder shall execute electronically an "Auction Real Estate Sales Contract" for the property immediately after being declared the Successful Bidder by the Auctioneer.
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property.
  - o 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 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

### VIEWING INSTRUCTIONS: Monday 11/11/2024 – 6:00pm ET and Sunday 11/17/2024 – 2:00pm 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 Rob McConnell 812-821-7883 or at United Country Coffey Realty & Auction (812) 822-3200 office.

Ridder		

I do hereby agree to these Auction Terms & Conditions.



Discover your dream retreat on 6 rolling acres in the heart of South-Central Indiana. This elegant three-bedroom home harmoniously blends luxury and comfort, boasting two full baths and a dedicated office that caters to both productivity and relaxation.

Bidding Ends: November 27, 2024 @ 6 pm

#### **Preview:**

Monday, November 11th – 6:00 pm

Sunday, November 17th – 2:00 pm

As you step inside the foyer, before breaking into the spacious living room that welcomes you with its inviting atmosphere, seamlessly flowing into a gourmet kitchen and dining area that are perfect for entertaining family and friends. The rich hardwood floors throughout create a warm and sophisticated ambiance.

Step outside to the covered back porch, where you can unwind while taking in the breathtaking views of the scenic rear landscape. Imagine sipping your morning coffee as the vibrant fall foliage paints the horizon with rich hues of red, orange, and gold.

The full basement, with its impressive 10-foot concrete walls, offers endless possibilities for customization, whether for storage or additional living space. The upper level features a spacious three-car garage, while the lower level includes an additional one-car garage for added convenience.

Every detail of this home is designed to enhance your lifestyle, from the well-maintained concrete driveway to the elegant finishes that evoke a sense of sophistication and tranquility. Embrace the beauty of nature and the serenity of spacious living in this remarkable property.

Experience the charm of rural country living in this low-maintenance brick home, perfectly situated for convenience. Just 11 minutes to Bloomington's westside shopping, 18 minutes to downtown, and only 31 minutes to Monroe Lake. Enjoy easy access to Interstate 69, with Indianapolis International Airport an hour away and Louisville just 1 hour and 50 minutes. Your serene retreat awaits!





Signature of Seller (at closing

#### SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

Date (month, day, year)

State Form 46234 (R6/6-14) 1017/2024 Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may Select states that the information contained in this Disclosure is correct to the best of Seller's CURKENT ACTUAL KNOWLEDGE as or the above date. The prospective buyer and all of selects, or warranties obtained on the property. The representations 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) 6855 5 HARMWY RI Blownings To 47403 1. The following are in the conditions indicated: None/Not Do Not Not Do Not Not A. APPLIANCES C. WATER & SEWER SYSTEM Defective Included/ Defective Included Defective Know Defective Know Rented Built-in Vacuum System Cistern u **Clothes Dryer** Septic Field/Bed П П П Clothes Washer P П П Hot Tub ⅳ П П Dishwasher П TIL. Plumbing П п Disposal O-**Aerator System** П П Freeze R п П п Sump Pump Q. п Gas Grill o П Irrigation Systems Г Hood п **₽** Water Heater/Electric G Microwave Oven 回 Water Heater/Gas □v Oven п **□** Water Heater/Solar 4 П Range П П Water Purifier **□**✓ П П Refrigerator Q/ Water Softener Q/ П П Room Air Conditioner(s) П П Well Q/ Trash Compactor ◡ П Septic and Holding Tank/Septic Mound П TV Antenna/Dish F Geothermal and Heat Pump П П Other: 3 Other Sewer System (Explain) П П П Swimming Pool & Pool Equipment Г П П Do Not Yes No П Know Do No Are the structures connected to a public water system? 귭 B. Electrical Defective Are the structures connected to a public sewer system? П **⊡** System Included/ Defective Know Are there any additions that may require improvements to Rented the sewage disposal system? Air Purifier If yes, have the improvements been completed on the П ⅎ Burglar Alarm sewage disposal system? Ceiling Fan(s) Are the improvements connected to a private/community O/ o water system? Garage Door Opener / Controls N. П Are the improvements connected to a private/community 团 Inside Telephone Wiring 3 and Blocks/Jacks D. HEATING & COOLING None/Not Defective Do Not Intercom П П П SYSTEM Included Know Rented Light Fixtures Attic Fan Q/ П Sauna ď Central Air Conditioning П П N П Smoke/Fire Alarm(s) P П Hot Water Heat TQ/ П п Switches and Outlets П П T¥ П Furnace Heat/Gas **□**✓ Vent Fan(s) 60/100/200 Amp Service П П N П Furnace Heat/Electric Q' П Solar House-Heating (Circle one) O/ П П Generator Woodburning Stove Q/ NOTE: Means a condition that would have a significant "Defect" adverse Fireplace Q/ П effect on the value of the property, that would significantly impair the health Fireplace Insert ď П or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected Air Cleaner G∕ П normal life of the premises. Humidifier **⊡**✓ Propane Tank N✓ П Other Heating Source 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 Selle Signature of Buye Hacker Signature of Selle Signature of Buye The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

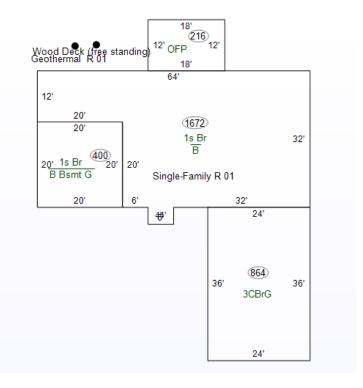
Signature of Seller (at closing)



ge, if known Years.  Ooes the roof leak?	(ES	NO					
closes the roof leak?  Is there present damage to the roof?  Is there more than one layer of shingles on the	0.00		DO NOT KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT
s there present damage to the roof?	_			Do structures have aluminum wiring?		Q.	
s there more than one layer of shingles on the				Are there any foundation problems with the structures?			<u>u</u>
		<u>P</u>		Are there any encroachments?			
			<u> </u>	Are there any violations of zoning, building codes,			
yes, how many layers?				or restrictive covenants?  Is the present use of non-conforming use?			
				Explain:			
. HAZARDOUS CONDITIONS	rES	NO	DO NOT KNOW	Mark Property			
Have there been or are there any hazardous conditions on the property, such as methane pas, lead paint, radon gas in house or well, addioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		4					
s there any contamination caused by the			1.1	Is the access to your property via a private road?			
property that has not been certified as		9		Is the access to your property via a public road?			PYT -
decontaminated by an inspector approved under IC 13-14-1-15?				Is the access to your property via an easement?  Have you received any notices by any	THE STATE OF THE S		
das there been manufacture of		_/		governmental or quasi-governmental agencies affecting this property?			
nethamphetamine or dumping of waste from he manufacture of methamphetamine in a residential structure on the property?				Are there any structural problems with the building?			9
Explain:			APPLICATION OF THE	Have any substantial additions or alterations been made without a required building permit?			
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?			
				Is there any damage due to wind, flood, termites, or rodents?			
				Have any structures been treated for wood destroying insects?			
				Are the furnace/woodstove/chimney/flue all in working order?			
E. ADDITIONAL COMMENTS AND/OR EXPLANATION (Use additional pages, if necessary)	NS:			Is the property in a flood plain?		<b>B</b>	
ose additional pages, il necessary)				Do you currently pay for flood insurance?		9	
				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?			

# COUNTY + TAX INFORMATION

9/25/24, 3:49 PM Elevate



#### Parcel Information

Owner Name Hacker, Stephen L & Brenda R

Owner Address 6855 S Harmony Rd Bloomington, In 47403

Parcel Number 53-09-33-400-006.000-015

Alt Parcel Number 016-12060-01

Property Address 6855 S Harmony Rd, Bloomington, In 47403-9530

Property Class Code 511

Property Class 1 Family Dwell - Unplatted (0 To 9.99 Acres)

Neighborhood Harmony Road - Vb - A, 53015011-015

Legal Description 016-12060-01 PT SE SE 33-8-2W 6.00A; PLAT 46

#### **Taxing District**

Township Van Buren Township

Corporation Monroe County Community

Taxing District Name Van Buren Township

Taxing District Number 015

#### **Land Description**

Land Type	Acreage	Dimensions
9	1.00	
91	5.00	

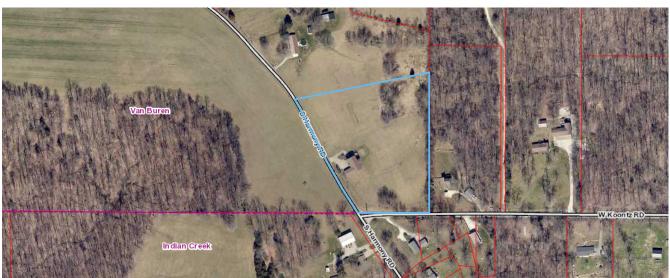
9/25/24, 3:49 PM Elevate **Public Utilities** Water Ν Sewer Ν Gas Ν Electricity Ν Αll Exterior Features **Exterior Feature** Size/Area Porch, Open Frame 216 Wood Deck 292 Special Features Description Size/Area Summary of Improvements Condition Buildings Grade Construction Year Effective Year Area Geothermal R 01 С 1996 1996 Α Wood Deck (Free Standing) C Α 2003 2003 292 Single-family R 01 С 2,072 1996 1996 Α Single-Family R 01 Accommodations Bed Rooms 3 Finished Rooms 8 Plumbing Full Baths 2 **Full Baths Fixtures** 6 Half Baths Half Baths Fixtures Kitchen Sinks 1 Other Residential Dwelling Heat Type Fireplaces **Attached Garages** 864

# COUNTY + TAX INFORMATION

9/25/24, 3:49 PM Elevate

#### Floors

Floor	Construction	Base	Finished
1	Brick	2,072	2,072
В		2,072	



#### Tax Bill

#### Parcel Information

Parcel Number 53-09-33-400-006.000-015

Tax ID 016-12060-01

Owner Name Hacker, Stephen L & Brenda R

Owner Address 6855 S Harmony Rd Bloomington, In 47403 Legal Description 016-12060-01 PT SE SE 33-8-2W 6.00A; PLAT 46

#### 2023 PAY 2024

#### Deductions

Туре	Amount
Geothermal	\$19,400.00
Standard Hmst	\$48,000.00
Supplemental Hsc	\$100,960.00



9/25/24, 3:49 PM Elevate

#### **Payments**

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Van Buren Township	Spring Installment	\$1,147.52	\$0	\$1,185.40
Van Buren Township	Spring Other Assessment Tax	\$37.88	\$0	\$0
Van Buren Township	Fall Installment	\$1,147.52	\$0	\$1,185.40
Van Buren Township	Fall Other Assessment Tax	\$37.88	\$0	\$0
Van Buren Township	Year Total Other Assessment Tax	\$75.76	\$0	\$0

#### 2022 PAY 2023

#### Deductions

Туре	Amount
Mortgage	\$3,000.00
Geothermal	\$28,000.00
Standard Hmst	\$45,000.00
Supplemental Hsc	\$83,790.00

#### **Payments**

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Van Buren Township	Spring Installment	\$980.06	\$1,017.94	\$0
Van Buren Township	Spring Other Assessment Tax	\$37.88	\$0	\$0
Van Buren Township	Fall Installment	\$980.06	\$1,017.94	\$0
Van Buren Township	Fall Other Assessment Tax	\$37.88	\$0	\$0
Van Buren Township	Year Total	\$1,960.12	\$2,035.88	\$0
Van Buren Township	Year Total Other Assessment Tax	\$75.76	\$0	\$0

#### 2021 PAY 2022

#### Deductions

Туре	Amount
Mortgage	\$3,000.00
Geothermal	\$28,700.00
Standard Hmst	\$45,000.00
Supplemental Hsc	\$77,280.00



9/25/24, 3:49 PM Elevate

#### Overlay by Landuse

PIN 18 53-09-33-400-006.000-015

Total Acreage 5.914
Total Adj. Acreage 6.000

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
9	Homesite	0.910	0.910
4	Tillable Land	4.649	4.729
5	Non-tillable Land	0.137	0.139
6	Woodland	0.001	0.001
82	Agric Support-public Road	0.207	0.210
Unk		0.010	0.010

Page 1 of 6



ALTA COMMITMENT

COMMITMENT NO. 53-06396-H-1

#### **SCHEDULE A**

Address Reference: 6855 S. Harmony Rd Bloomington, IN 47403

1. Commitment Date: October 7, 2024 at 12:00 AM

2. Policy (or policies) to be issued:

a. ALTA Owners Policy (07/01/21)

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:

Stephen L. Hacker and Brenda R. Hacker, as husband and wife

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

A part of the Southeast quarter of Section 33, Township 8 North, Range 2 West, Monroe County, Indiana, bounded and described as follows: Beginning at the Southeast corner of said Section 33; thence from said point of beginning end with the East line of said Section 33 and along an existing fence line and running North 00 degrees 32 minutes 02 seconds East for 619.07 feet and to a set 5/8 inch iron pin; thence South 79 degrees 19 minutes 31 seconds West for 601.97 feet end to the centerline of Harmony Road passing a set 5/8

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

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### SCHEDULE A

(Continued)

inch iron pin at 576,97 feet; thence with the centerline of Harmony Road and running South 32 degrees 41 minutes 17 seconds East for 38.00 feet; thence South 26 degrees 57 minutes 18 seconds East for 340.00 feet; thence South 31 degrees 44 minutes 21 seconds East for 190.49 feet and to a found railroad spike on the South line of said Section 33; thence with said South line and running South 88 degrees 04 minutes East for 311.00 feet and to the point of beginning; containing 6.00 acres, more or less as shown on the Survey certified by Lee Utt, RLS SO089 IN, on July 28, 1994.

**Authorized Signatory** 

Nathan Bethell Title Examiner

John Bethell Title Company, Inc.

End of Schedule A

Doma Title Insurance Company, Inc.

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#### SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 53-06396-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.
- 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.

- We must be furnished with a fully executed copy of the Purchase Agreement for PT SE SE 33-8-2W 6.00A, Parcel ID(s): 53-09-33-400-006.000-015.
- 2. Execution and recordation of a Warranty Deed from Stephen L. Hacker and Brenda R. Hacker, as husband and wife, to A Legally Qualified Entity Yet To Be Determined.
- 3. Vendor's Affidavit in satisfactory form executed by Stephen L. Hacker and Brenda R. Hacker, as husband and wife, should be furnished us at closing.
- 4. Release of Mortgage from Stephen L. Hacker and Brenda R. Hacker to Union Savings Bank, in the amount of \$216,100.00 and recorded May 7, 2013 as Instrument No. 2013007832.
- 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
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### SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 53-06396-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.
- 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.
- 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.
- Easement in favor of Van Buren Water, Inc. for water lines and incidental purposes recorded September
   19, 1995 in Deed Record 438, page 41.
- 12. Matters shown on a survey by Lee Utt, RLS# S0089, dated July 28, 1994, and recorded December 12, 1994 Survey Record 3, page 278.
- 13. Electric pole line easement on the west side of the real estate as shown by Surveyor Location Report by Lee Utt, RLS S0089 IN, dated November 7, 1995, as disclosed in Warranty Deed recorded November 24, 1998 in Deed Record 479, page 515.
- 14. 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: Van Buren Township.

Duplicate Number: 53-09-33-400-006.000-015.

Assessed Value - Land: \$60,000;

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



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#### **SCHEDULE B - SECTION II**

(Continued)

Improvements: \$261,400;

Exemptions: \$19,400-GeoThermal, Credits: \$48,000-H; \$100,960-HSUPP

May installment in the amount of \$1,147.52 is PAID;

November Installment in the amount of \$1,147.52 is UNPAID;

Prior Year Delinquencies: \$0.00. Penalties and/or Adjustments: \$0.00

STORM WATER FEES:

May Installment in the amount of \$37.88 is PAID. November Installment in the amount of \$37.88 is

UNPAID.

Total amount due to pay all outstanding taxes, delinquencies and penalties \$1,185.40.

15. 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

53-06396-H

Email: customerservice@johnbtitle.comResidential Commitment

### PURCHASE CONTRACT SAMPIF



#### REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this <u>27th</u> day of <u>November</u> 2024, by and between
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: 6855 S. Harmony Rd., Bloomington, IN 47403 in the City of Bloomington, County of Monroe, and State of Indiana
Legally described as: _016-12060-01 PT SE SE 33-8-2W 6.00A; PLAT 46
Buyer herewith agrees to deposit with John Bethel Title Co., <u>\$ 5,000.00</u> dollars as non-refundable earnest money deposit, and the balance of the purchase price will be due on delivery of clear title.
Seller(s) agrees to furnish a Warranty Deed with insurable title. Free from all encumbrances, and an Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the buyer's down payment can be refunded.
Seller will furnish the buyer with an Owners Policy of Title Insurance at closing.
Real Estate Taxes: Will be pro-rated to date of closing.
Closing shall take place on or before December 30, 2024 and shall take place at the office of John Bethel Title Co., Bloomington, Indiana 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.

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.

# PURCHASE CONTRACT

"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.** 

<b>High Bid Selling Price</b>	\$	.00		
Plus 11% Buyer's Premiun	ı <u>\$</u>	.00		
	Total	<b>Purchase Price</b>	<u>\$</u>	.00
Less Down Payment	\$	<u></u>		
•	Total	<b>Due at Closing</b>	\$	.00
This offer will expire if not a				
Purchased By:				
			Date	
Buyer		1	Phone	
Printed Buyer Address:	City		StateZip	
Buyer			Date	
Printed			Phone	
Buyer Address:	City		StateZip	
Buyer's Agent			Date	
			Phone	
Printed Agent Address:	City		StateZip	
Names for Deed:				
Accepted By:				
			Date	
Seller				
Printed			Time:	
		]	Date	
Seller				

## PURCHASE CONTRACT



### **PROMISSORY NOTE**

6855 S. Harmony Rd. Bloomington, Monroe County, Indiana

\$ Amount	November 27, 2024 Date
John Bethel 2620	rsigned promises to pay by wire transfer to the Order of I <b>Title Company, Inc.</b> 6 S. Walnut St. gton, Indiana 47403
The Sum of	dollars
(\$), as a deposit for the purchadate herewith and attached hereto execut Contract.	ase of real estate described in Contract of even ted the undersigned, payable at the closing of said
This promissory note shall bear no thereafter it shall bear interest at the high	interest until the date of closing of the Contract; est rate allowable by law.
	roid if and when the undersigned shall complete al attached Contract. If said requirements are not e at law.
	of an attorney for collection, by suite or otherwise, collection and litigation together with a reasonable
Signature	, <u>2024</u> 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: 6855 S. Harmony Rd.   Bloomington, IN 47403
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