

PUBLIC AUCTION OF COMMERCIAL REAL ESTATE & PERSONAL PROPERTY

- * COMMERCIAL/INDUSTRIAL BUILDING W/APARTMENT * LARGE ASSORT OF DOMESTIC/FOREIGN FLOOR TILE *
- * ADVANCE TERRAZZO FLOORING MACHINE/ACCESSORIES * TORNADO FLOOR MACHINE * CARPET REMNANTS *
- * VINYL REMNANTS * LRG ASSORTMENT OF FLOORING SAMPLES * FLOORING/TILE ADHESIVE PRODUCTS *
- * OFFICE FURNITURE * NIB-SEARS CRAFTSMAN/DEWALT EQUIPMENT * DUCKS UNLIMITED PRINTS *
- * SEVERAL BAGS CRUSHED MARBLE ROCK * ASSORT MARBLE TABLE TOPS * ASSORTED SHELVING UNITS *
- * ASSORT METAL/RUBBER/VINYL TRANSITION STRIPS * MARBLE/GRANITE/STONE FLOOR SAMPLES *
- * LARGE ASSORTMENT SAMPLE CATALOGS * MIRRORS FROM NOTRE DAME * SNAPPER 19" LE SNOWBLOWER *
- * COCA-COLA TRI-LEVEL SERVING CART * 1860 WALL ORGAN * BRAMBACH BABY GRANDE PIANO * APPLIANCES *
- * COINS * ALPACA FUR THROWS FROM BOLIVA * PRONTO ELECT WHEELCHAIR * ANTIQUES/COLLECTIBLES *
- * 2) COMMERCIAL DRAFTING TABLES (WOOD/METAL) * ASSORTED NEW GOLD/STERLING SILVER NECKLACES *

HELP YOURSELF - DON'T LET THIS PASS YOU BY!!!



Property Information Packet For Seller:

Floormasters Inc. & Donald E. & Peggy K. Carlevato

Auction Date & Time:

Saturday, June 11, 2016 at 10AM (ET)

Property & Auction Location:

430 & 432 So. 7th St., Terre Haute, Indiana 47807

To Preview the Real Estate:

For a private showing of the real estate, contact David H. Shotts, Jr. - 812-243-1303

To Preview the Real Estate:

Friday, June 10, 2016 from 3PM- 6PM (ET)

www.ucmarshall.com

**United
Country**

**Auctions, Appraisals
& Realty, LLC**



107B West Trefz Drive, Marshall, IL 62441

Office: 217.826.3333 • Cell: 812.243.1303

David Shotts, Jr., Auctioneer / Agent / Appraiser

IN Lic. #AU19300157 • IL Lic. #440.000310

dshotts@ucmarshall.com • www.ucmarshall.com



"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"

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"Specializing in Marketing YOUR Property, No One Knows the Country Like We Do"

Dear Prospective Bidder,

Thank you for your interest in the Saturday June 11, 2016 auction of 1-City Lot, newer Brick/Block Commercial Building with improvements that are being offered at Public Auction in Terre Haute, IN. To preview the property, please contact David H. Shotts, Jr. – Auctioneer at 812-243-1303, preferably with a 24 hour notice.

The information contained in this property information package is intended to assist you in performing your own analysis and investigation of the land. The buyer(s) should perform their “Due Diligence” prior to bidding. All information was derived from sources believed to be correct but not guaranteed. All photos, maps, drawings, etc., are for illustration purposes *ONLY*; these should not to be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.

This information and the supporting documents are being furnished to you, the recipient for the recipient’s convenience and it is the responsibility of the recipient to determine if the information contained herein is accurate and complete. Any reliance on the contents shall be solely at the recipient’s risk. These documents are being provided without any warranty or representation, expressed or implied, as to its content, its suitability for any purpose of its accuracy, truthfulness or completeness.

Each prospective bidder must conduct, plus rely solely upon his or her own investigation and inspection of the property. Please review all information supplied and seek the appropriate assistance prior to attending the Auction on Saturday, June 11, 2016 at 10:00AM, (ET), real estate will be offered at Public Auction at 12:00PM (ET).

Information provided herein was as complete as possible at the time of printing. If you require additional information, go to www.ucmarshall.com or please call David H. Shotts, Jr. at 812-243-1303.

Please carefully review the Terms and Conditions of the auction and be prepared to sign the Offer to Purchase and to be bound by said offer in order to receive a bidder’s number.

Respectfully,

United Country – Auctions, Appraisals & Realty, LLC
David H. Shotts, Jr., Auctioneer/Agent

**United Country – Auctions, Appraisals & Realty, LLC and its
Representatives are Exclusive Agents for the Seller(s).**

TERMS & CONDITIONS OF BIDDING AND PURCHASE

United Country – Auctions, Appraisals & Realty, LLC and its Representatives are Exclusive Agents for the Seller(s).

Terms of Real Estate: The successful Bidder(s) will deposit 10% of the contract purchase price, at the auction in the form of cash, credit card (Mastercard, Visa, American Express & Discover) cashier's check or pre-approved personal check/company check with irrevocable bank letter of guarantee (no bank drafts). **NOTE:** There will be a clerical fee of 3% of the purchase amount charged to the credit card for the use of credit cards. The seller(s), "Reserve the Right to, Reject and/or Refuse Any or All Bids". The buyer(s) will sign a non-contingent real estate contract, immediately following the acceptance of the highest bid at the auction. The balance is due in approximately 45 days or within 5 days of presentation of insurable title. The acceptance of the highest bid is non-contingent upon the buyer(s) approval of financing; buyer(s) must arrange financing prior to the auction. The sale is not contingent on the buyer(s) ability to obtain financing. The Real Estate will be sold "AS-IS, WHERE IS" with no warranty, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances. The buyer(s) should perform their "Due Diligence" prior to bidding. A policy of title insurance for the contract price will be supplied to the buyer(s) from the seller(s) and the seller(s) shall pay for title search, premium for owner's policy and cost to correct any title defects. Buyer(s) shall pay for the judgment search, Attorney's examination of title and premium for mortgagee's policy. Auction will conclude when the Auctioneer determines that all bidders have made their best and final offers. The acceptance of the high bid is subject to approval by the owner(s)/seller(s). The property is being sold subject to any easements or right-of-ways of public record. Any statements made by the Auctioneer on the day of sale or during the sale take precedence over any prior written, oral or electronic statements.

Registration: Registration begins at 8:00AM (ET); all prospective buyers wishing to bid on these properties must register and receive a bidder number on auction day. Please come early to avoid any delays. All Bidder's will be required to show a "Valid Drivers License" and execute a "Bidder's Registration Contract & Purchase/Sale Agreement Acknowledgement" to receive a bidder's number. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent and the Seller(s) reserve the right to preclude any person or persons from receiving a bidder's number or actively bidding in any form if there is any question as to the person or person's credentials, behavior, suitability, etc. to participate in the bidding process.

Bidders Number: All Bidders are required to use the bidder number issued to them for all purposes associated with the auction.

Bid Documents: Upon the acceptance of the best and final bid as determined by the Auctioneer and confirmation by the owner(s)/seller(s), the successful bidder(s), shall sign a bid acknowledgement form and purchase & sale agreement as provided in their bid packet (unaltered by successful bidder(s)). Failure to execute these documents shall be deemed a default under these terms and conditions and shall result in forfeiture of deposit monies as liquidated damages, representing the negotiated and fair measure of damages, not to be construed as a penalty.

Bidder: After a bidder has made a proper deposit and executed the purchase and sale agreement and bid acknowledgement, his/her earnest monies shall be kept in an escrow account as required by Illinois Statutes, Governing Auctioneers. The high bidder shall be obligated to close within 45 days or within 5 days of an insurable title. At which time the real estate is closed and transfer of the balance of monies, title/deed, signatures, etc. have been made between the seller(s) and buyer(s), the deposited monies will be distributed by the closing agent.

Real Estate Buyer's Premium: The buyer(s) will pay a 6% Buyer's Premium which will be added to the bid price to arrive at the contract price (high bid + 6% BP = Contract Price). The buyer(s) is only required to pay 10% down, of the contract price, day of sale. **NOTE: WE DO NOT USE THE BUYERS PREMIUM ON PERSONAL PROPERTY, REAL ESTATE ONLY.**

Tenant Rights: There are NO tenant rights in effect at the present time.

Survey: No Surveying will be conducted. The seller(s) will have the final decision as to the need of any surveying.

Real Estate Closing and Title Insurance: The Title Insurance Commitment is available for viewing by contacting Hendrich Title Company, 498 Ohio Street, Terre Haute, IN 47807, 812-234-9475 or 812-232-2752. The real estate closing will take place at the above mentioned location. Unless deemed necessary by the seller(s) and Auctioneer in conjunction with the buyers to be relocated to a more convenient location and agreed upon by all parties.

Underlying Mineral Rights: If the seller(s) owns the mineral rights, then all mineral rights available will be transferred to the buyer(s).

Real Estate Taxes: The real estate taxes for 2015, due 2016 will be paid in full at closing. The 2016 taxes, due 2017 will be pro-rated to the date of closing and these taxes will be credited to the buyer(s) at closing, based on the most current real estate tax bill. The buyer(s) assume responsibility of real estate taxes payable thereafter. The real estate taxes based on the most current (2015) are \$2,508.00 per year.

Possession: Seller(s) will grant possession of the property at closing and transfer of ownership of title.

Property Showing: To Preview the Real Estate (ONLY), interested bidders will need to notify the David H. Shotts, Jr., Auctioneer at 812-243-1303 preferably with a 24 hour notice to view the commercial real estate.

Auction Location: 430 & 432 South 7th Street, Terre Haute, IN. 47807, ***WATCH FOR SIGNS!!!***

Disclaimer: Auctioneer(s) and Seller(s) have gathered information and promotional materials from sources deemed reliable but not guaranteed. Purchaser(s) acknowledges inspection of the property or has had the opportunity to do so and have chosen not to inspect the property. Purchaser(s) is relying solely on Purchaser(s) own inspection and judgment. Further, all parties acknowledge and agree that the Property is being sold "AS-IS, WHERE-IS" with no warranty,

expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent and the Seller(s) are not responsible for accidents, liability, errors or omissions in regards to the auction. Announcements made the day of the auction take precedence over any form of printed, oral or electronic material prior to the auction. The Auctioneer and the Seller(s) reserve the right to preclude any person or persons from actively bidding in any form if there is any question as to the person or person's credentials, behavior, suitability, etc. to participate in the bidding process.

Representations and Warranties: United Country – Auctions, Appraisals & Realty, LLC and/or its Auctioneer/Agent makes NO representations or warranties, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances with respect to the subject premises, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like have been supplied by the seller(s) and United Country – Auctions, Appraisals & Realty, LLC and the seller(s) and Auctioneer(s)/Agent(s) make NO Representation, Warranties or guarantees with respect to locations, dimensions, tract sizes, suitability for use, or subsurface conditions.

Representation: By execution of this agreement the Bidder(s) acknowledges that United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent are Exclusive Agents of the Seller(s) ONLY.

Determination: In the case of disputed bids, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent shall exercise his or her best discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent reserves the right to bid on behalf of Buyers and/or Sellers (with disclosure to Bidders that Sellers are actively bidding). No transfer shall be recognized from one buyer to another. In the event a dispute should arise after the auction, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent records shall be conclusive.

Bidders Personal Information: The information provided by each bidder to United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent is for the sole purpose of conducting the auction, and the transaction of selling/closing the real estate, personal property, goods, etc. The Bidders personal information will be kept confidential from the public.

Indemnity Provisions: By execution of this agreement, the Bidder agrees to bear responsibility for any charges, claims or expenses incurred by reason of any violation, breach or default in respect to these terms and conditions, including, reasonable attorney's fees, court costs, the cost of re-sale, remarketing costs. The foregoing remedies are not exclusive.

General Provisions: The provisions hereinmade cannot be altered except in writing, and any provision of this agreement shall be interpreted in accord with State of Indiana Law. This agreement shall not be interpreted or construed in a manner which creates a negative inference based upon the fact that United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent prepared the agreement. Facsimile or scanned and emailed signatures shall be considered binding. In such an event any provision herein is deemed illegal, void or unenforceable by a court of law, it shall not impact the body or balance of the agreement.

Interpretation: Interpretation of this agreement shall be consistent with the purchase and sale agreement, it being the stated intent that this document and the purchase and sale agreement are to be read as integrated documents conferring the same rights and obligations.

Forfeiture Upon Default: In such an event the High Bidder fails to abide by the terms and conditions set forth herein or fails to abide by the obligations arising from the purchase and sale contract executed in conjunction with this sale, the High Bidder acknowledges he or she shall forfeit all monies deposited. By execution of this agreement, the High Bidder acknowledges this is a negotiated result, and the forfeiture of said sums of money does not constitute a penalty.

Bid Number Assigned: (_____).

Date: _____

Date: _____

SELLER(s)

HIGH BIDDER(s)

Print Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Driver's Lic./State: _____

Driver's Lic./State: _____

Company: _____

Company: _____

Street: _____

Street: _____

City/Town: _____

City/Town: _____

State: _____

Zip: _____

State: _____

Zip: _____

Day Phone: () - _____

Day Phone: () - _____

Cell Phone: () - _____

Cell Phone: () - _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

**Auctions & Appraisals of Illiana, LLC and its Representatives are
Exclusive Agents for the Seller(s).**

 **Auctions, Appraisals & Realty, LLC**

  107B West Trefz Drive, Marshall, IL 62441  

Office: 217.826.3333 • Cell: 812.243.1303
David Shotts, Jr., Auctioneer / Agent / Appraiser
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dshotts@ucmarshall.com • www.ucmarshall.com

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SHOWING INSTRUCTIONS

A private showing of the property & improvements preferably with a 24 hour notice will be available to bidders if so desired by calling and making arrangements with David H. Shotts, Jr. at (C) 812-243-1303.

NOTE: The Preview is for the Real Estate ONLY!!!!!!!!!!!!

Please Respect Adjacent Landowners Privacy!!!!!!!!!!!!

THANK YOU FOR YOUR CONSIDERATION!!!!

(YOU'RE BANKS LETTER HEAD)

Attention: United Country – Auctions, Appraisals & Realty, LLC and their Agents

As a customer of our bank, we will honor/guarantee payment of any checks drawn on our client's account # _____ **(Your Account #)** __ held in the following name(s) _____ **(Names On The Account)** _____ not to exceed the aggregate amount of \$_____ **(Total Amount Including Buyers Premium, if Applicable)** _____ for the total contract purchase price of any property and/or real estate being offered at auction by United Country – Auctions, Appraisals & Realty, LLC on __ **(Date of Auction)** __ for the following Seller(s)_____ **(Name of Seller)** _____ and Parcel #'(s)_____ **(If Applicable)** _____.

NO STOP PAYMENTS WILL BE ISSUED.

Sincerely,

(Loan Officer or Equivalent, Printed Name, Title, Signature & Contact Information)

I AUTHORIZE THE RELEASE OF THE ABOVE INFORMATION.

(Your Clients/Account Holder Signature)

Date _____

Notary Public – Signature and Seal - REQUIRED

Note: This is the minimum required information. If this information is not on the letter, United Country – Auctions, Appraisals & Realty, LLC and their Client(s) have the right to reject and/or refuse your participation in the auction. You will need to hand it to the person that will register you for a bidder's number at the day of the auction. We will keep this letter in confidence for our records.

ABSENTEE BID FORM

**United Country – Auctions,
Appraisals & Realty, LLC**

Absentee Bidder Form

Bidders that are unable to attend the live auction in person may bid on items in a particular by using this absentee bidding form. **Bidders must complete and sign this form and return it along with a bank letter of guarantee at least two business days prior to the date of the auction start time.** Please type or print legdeably all information required and mail this form to: United Country – Auctions, Appraisals & Realty, LLC, 107B W. Trefz Drive, Marshall, ILL., 62441 or scan and email to dshotts@ucmarshall.com

Bidder's Name			Auction
Address			Date of Auction
City	State	Zip	Bidder's Bank
Home phone ()			Account #
Work phone ()			Bank City & State
Fax ()	Mobile ph. ()		Contact Name Bank Phone ()

A starting bid and maximum bid must be submitted on each item or combinations of tracts, parcels, lots, Items, etc.

The absentee bidder form must be signed and dated by the absentee bidder. Facsimile or scanned and emailed signatures shall be considered binding. The absentee bidder must provide an irrevocable bank letter of guarantee from the bidder's financial institution in the amount equal to the maximum bids authorized over \$5,000.

The Absentee bidder form must be completed and received by United Country – Auctions, Appraisals & Realty, LLC at least two business days prior to the auction start time.

The irrevocable bank letter of guarantee must be acceptable to United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/Agent(s) at there sole discretion.

United Country – Auctions, Appraisals & Realty, LLC will confirm acceptance or non-acceptance of the absentee bidder form to the bidder prior to the date of the auction.

All absentee bidders are subject to the same terms and requirements as present bidders participating in the live auction, including but limited to the term announcements on sale day take precedence over printed materials.

Only the successful absentee bidder will be notified by the next business day.

The successful absentee bidder agrees to pay for all items purchased in the full amount as required no later than three business days after the date of the auction.

All absentee bidders shall rely entirely upon their own inspection and information of items being offered for sale at the said auction.

All information given to United Country – Auctions, Appraisals & Realty, LLC by the absentee bidder will remain confidential.

The auctioneers agree to follow the absentee bidders instructions and authorizations in an ethical and professional manner and to bid in increments accordingly as seen fit by United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/Agent(s).

Bids made by United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer(s)/ Agent(s) on behalf of the absentee bidder will have the same legal effect as if made by the bidder personally at the live auction.

Neither United Country – Auctions, Appraisals & Realty, LLC or their Auctioneer(s)/Agent(s) nor the owner(s) of the items being offered at auction guarantee condition of merchandise in this sale.

All items being offered at auction in this sale are sold "as is, where is" with no warranties or guarantees expressed or implied.

A Buyer's Premium may be added to your maximum bid, if applicable to the sale dated above at the advertised percentage rate.

Item Description	Starting Bid	Maximum Bid
1) _____	\$ _____	\$ _____
2) _____	\$ _____	\$ _____
3) _____	\$ _____	\$ _____
4) _____	\$ _____	\$ _____
5) _____	\$ _____	\$ _____
6) _____	\$ _____	\$ _____

By signing below, the absentee bidder agrees to all terms stated on this form and agrees to be irrevocably bound by the above successful bids. By emailing this form the signature(s) may be deemed as original.

Absentee Bidder's Signature _____ **Date** _____

United Country – Auctions, Appraisals & Realty, LLC
 107B West Trefz Drive, Marshall, IL. 62441
 Website: www.ucmarshall.com
 Phone: (O) 217-826-3333 or (C) 812-243-1303 or Email: dshotts@ucmarshall.com

ASSESSOR AERIAL MAP



NOTE: All photos, maps, drawings, etc., are for illustration purposes ONLY; these should not be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.

Overview

Legend

- Corporate Limits
- Political Township
- Sections
- Blocks
- Parcels
- Road Centerlines

Parcel ID	84-06-27-103-005.000-002	Alternate ID	118-06-27-103-005	Owner	CARLEVATO DONALDE & PEGGY K CARLEVATO CO-TRUSTEES OF THE CARLEVATO REVOCABLE TRUST
Sec/Twp/Rng	27	Class	Com Office	Address	13378 S 160W
Property	430 S 7TH ST		blggs 1& 2 story		CLINTON, IN 47842
Address	TERRE HAUTE	Acreage	n/a		
District	002 HARRISON				
Brief Tax Description	FOUNTAINS ADD 5-1/2 D- 411/51 27-12-9 LOT 15 <small>(Note: Not to be used on legal documents.)</small>				

Date created: 5/6/2015

Developed by
The Schneider Corporation

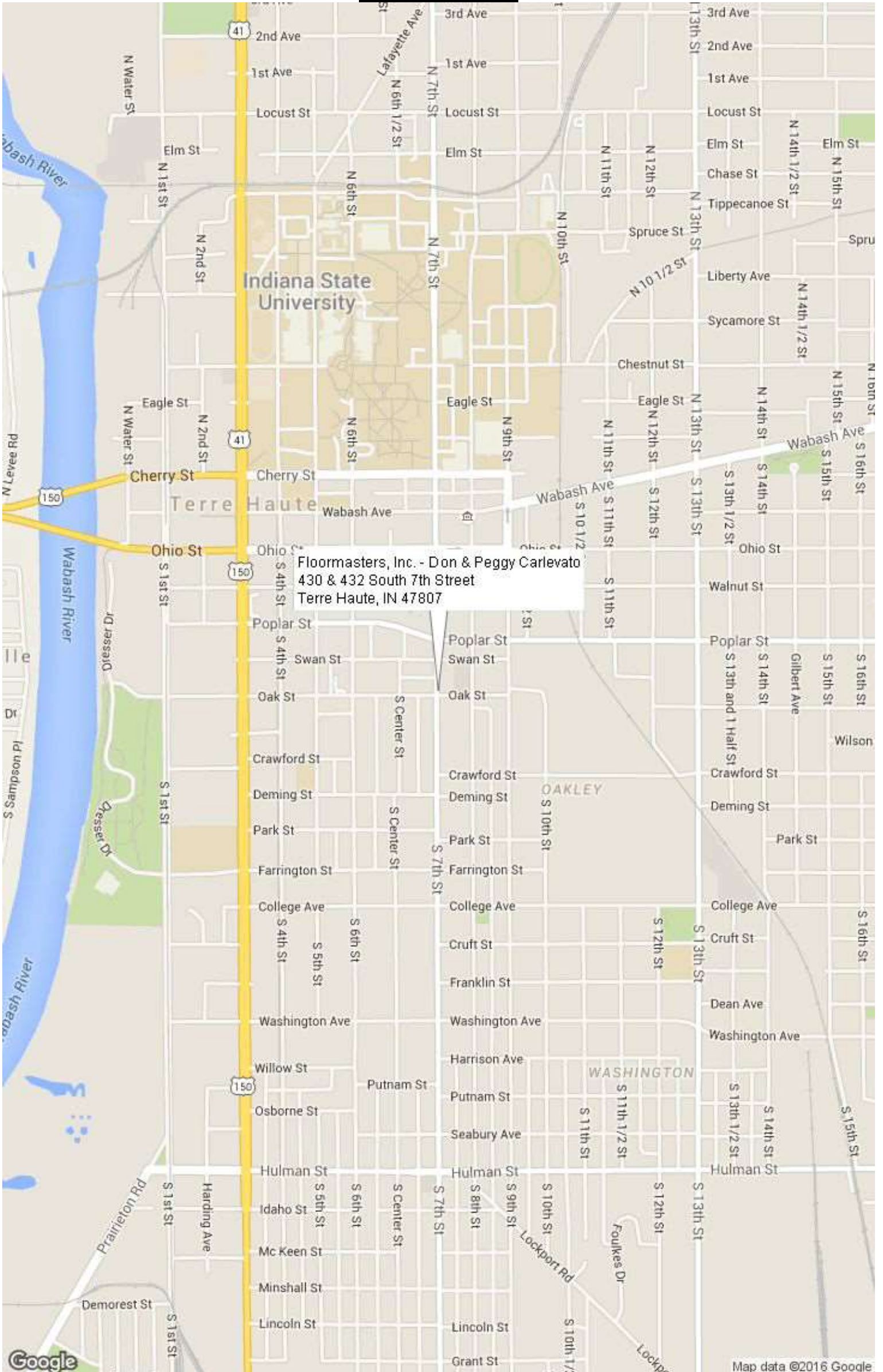
**City Lot & Improvements
Parcel #84-06-27-103-005.000-002
430-432 South 7th Street
Terre Haute, IN. 47807**

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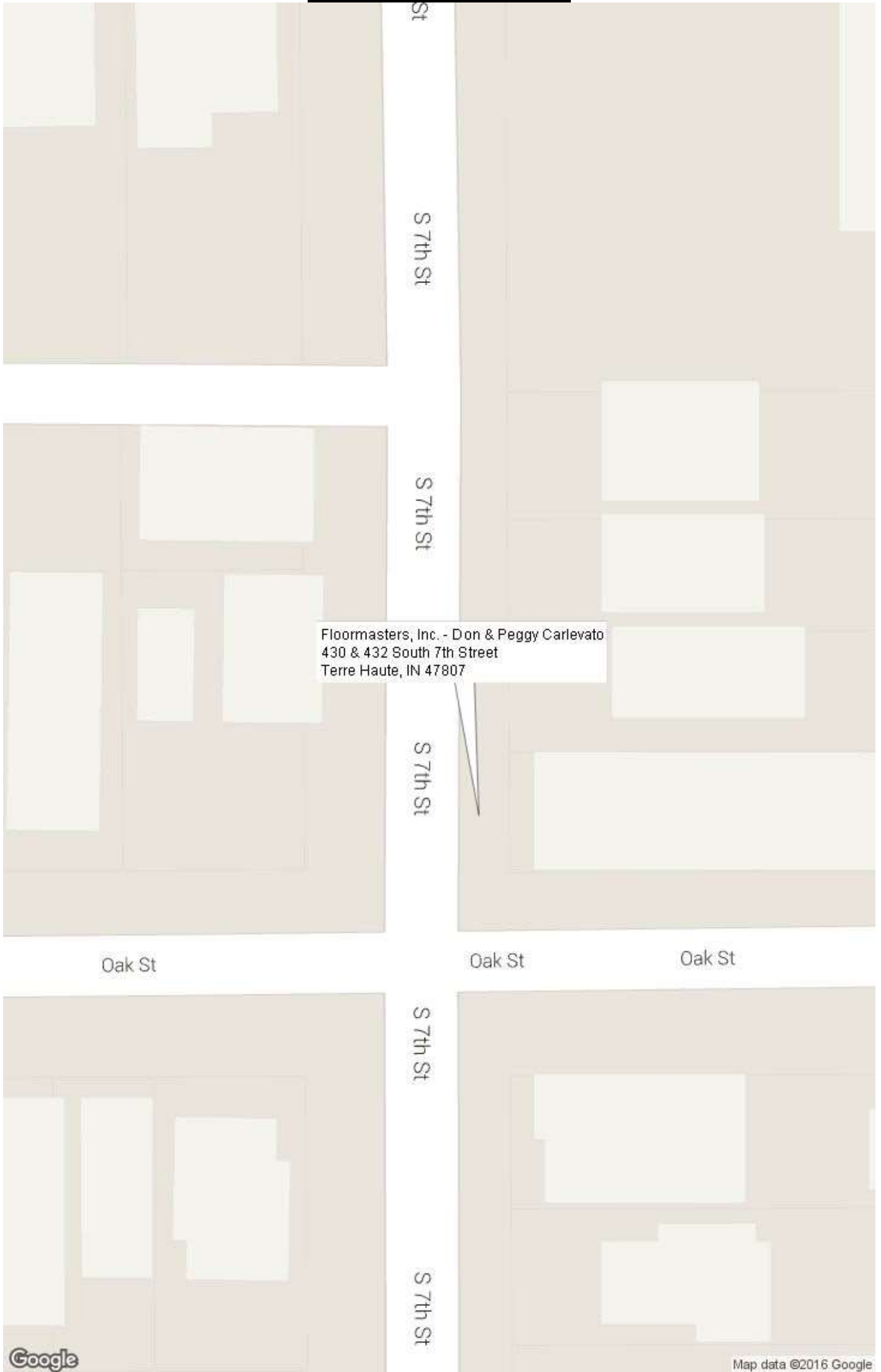
AERIAL MAP



PLAT MAP

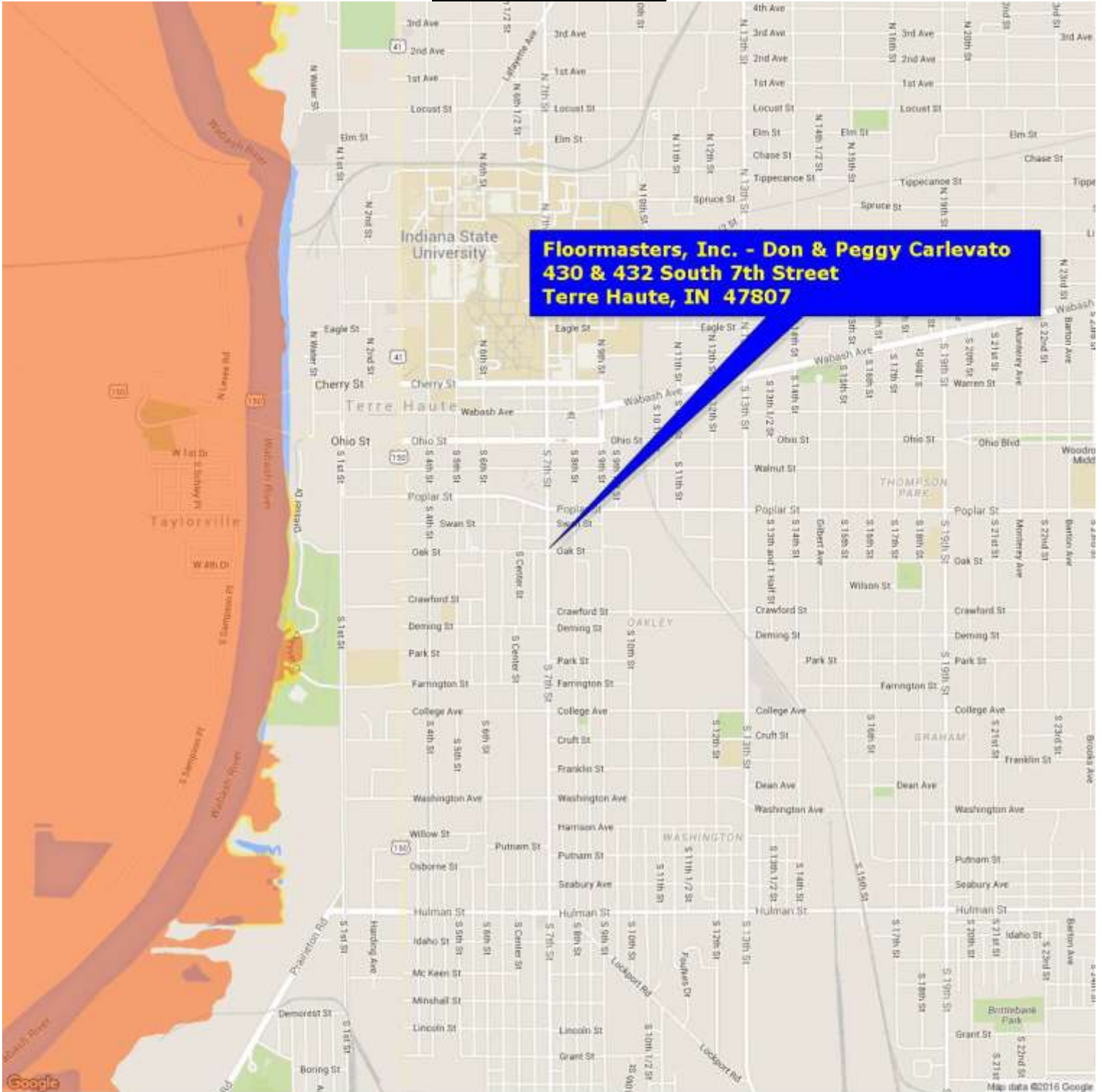


LOCATION MAP



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FLOOD MAP



FLOOD INFORMATION

Community: CITY OF TERRE HAUTE
 Property is NOT in a FEMA Special Flood Hazard Area
 Map Number: 18167C0133C
 Panel: 0133C
 Zone: X
 Map Date: 02-18-2011
 FIPS: 18167
 Source: FEMA DFIRM

LEGEND

- = FEMA Special Flood Hazard Area - High Risk
- = Moderate and Minimal Risk Areas
- Road View:
 - = Forest
 - = Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

NOTE: All photos, maps, drawings, etc., are for illustration purposes ONLY; these should not to be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, etc.

DESCRIPTION OF REAL ESTATE

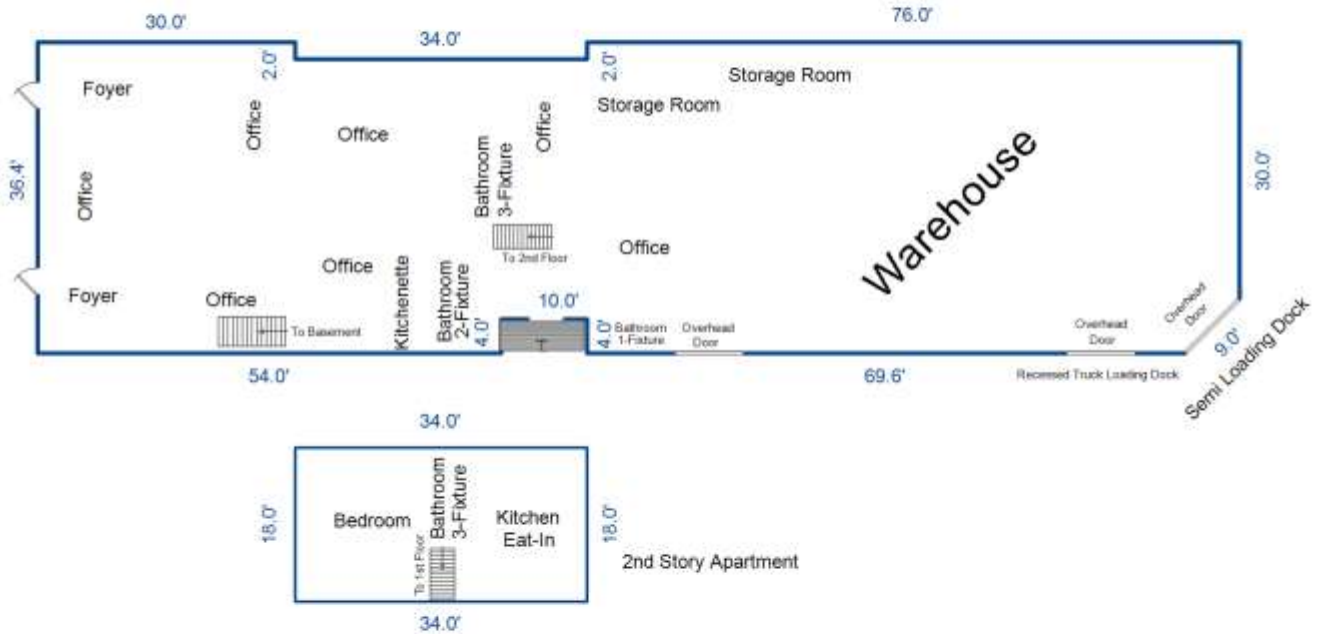
Physical & Legal Description: 430 & 432 South 7th Street, Terre Haute, IN. 47807, Short Legal Description: Fountaine's ADD S-1/2, D-411/51, Lot 15, Lot Size Containing approximately (37' x 140') 5,180 Sq. Ft. m/l, which is situated in Harrison Township, County of Vigo, in the State of Indiana. Parcel #84-06-27-103-005.000-002

Lot and Improvement Description: The property is conveniently located approximately 4 blocks south of downtown Terre Haute, Indiana. The lot measure 37' x 140' or 5,180.0 sq. ft. m/l or 0.1189 acres m/l. This parcel consists of actually 1 city lot along with improvements which is a commercial building. The property is located on a corner lot. The structure is a framed/concrete block building. A portion of the west end of the building was originally built in approximately 1920 and other portions were built in approximately 1987. The building has approximately 4,964 sq. ft. of gross building area (GBA). There is a sound system that is hard wired throughout the office areas. The building has a concrete slab foundation/crawl/basement with the exterior consisting of concrete block, brick and vinyl. The roof has an asphalt composition shingle roof covering, rubber roof and colored steel sheeting. This property is in a good location to schools, several churches, grocery store, and other amenities offered in Terre Haute. The property is located along a very busy street (7th) with high visibility. The property is adjacent to other small businesses. The building consists of office-units and a warehouse that are separate from each other and there is a 1-fixture, 2-fixture & 3-fixture bathrooms, 2) front entrance doors and a entrance door. There are 3) overhead doors consisting of 1) semi/large truck loading/unloading dock, 1) small truck loading/unloading dock and a general access overhead door. The building has gas forced warm air furnace and central air conditioning systems in the office areas. The warehouse has a gas forced warm air heater that is mounted to the ceiling and there are florescent lights throughout the warehouse area. There is only one electrical meter for the entire building. The building has a 200 ampere electrical service. There are concrete drives accessing the loading/unloading docks. The ceiling in the warehouse area is approximately 13'. There are on-street parking areas along 7th Street and Oak Street. Along the east side of the building there is an alley. This property has several opportunities and possibilities for several different types of businesses as well as rental properties. There is an opportunity for a showroom in the front portion of the building. This property is located within the City of Terre Haute and has City Utilities which are available. This lot has access from South 7th Street & Oak Street. In 2010 the rubber roof and the asphalt shingle roof was replaced and the office areas had new floor coverings installed. Visit our website or contact David H. Shotts, Jr., Auctioneer for pictures of the property and a "Property Information Packet" (PIP).

Terms: Announcements made at day of sale will take precedence over any previously printed, oral or electronic statements "Sold As Is, Where Is". Auctioneer is acting only as an agent to the Seller(s) and is not responsible for any accident or liability.

NOTE: The Auctioneer may use any dollar increment during the bidding process he feels is appropriate.

FLOOR PLAN



Sketch by Apex Sketch.

AREA CALCULATIONS SUMMARY					AREA CALCULATIONS BREAKDOWN					
Code	Description	Factor	Net Size	Perimeter	Net Totals	Name	Base x	Height x	Width =	Area
GBA1	First Floor	1.0	4963.9	360.9	4963.9	First Floor	0.5 x	9.0 x	4.5 =	20.2
								30.0 x	6.4 =	190.9
								69.6 x	36.4 =	2532.2
								36.4 x	30.0 =	1090.9
								34.4 x	24.0 =	825.5
								30.4 x	10.0 =	304.1
	Net BUILDING			(rounded)	4,964	6 total items			(rounded)	4,964

© Starcap Marketing, LLC. dba Apex Software

NOTE: All photos, maps, drawings, etc., are for illustration purposes *ONLY*; these should not to be interpreted as to the replacement of the title insurance commitment pertaining to actual boundaries, easements, right-of-ways, actual dimensions of improvements, etc.

ASSESSOR PROPERTY CARD

447

84-06-27-103-005-002 CARLEVATO DONALD E & PEGGY K CARLEVATO CO-T 430 S 7TH ST

ADMINISTRATIVE INFORMATION
 PARCEL NUMBER: 84-06-27-103-005-002
 PARCEL ADDRESS: 430 S 7TH ST
 PARCEL NUMBER: 118013 MARSHION

PROPERTY CLASS: 44T Com Office Bldg 1L 2 story
 TAXING DISTRICT INFORMATION: MARSHION TOWNSHIP

ASSESSMENT YEAR: 03/01/2009
 VALUATION RECORD

PROPERTY ADDRESS: 430 S 7TH ST
 NEIGHBORHOOD: 118013 MARSHION

PROPERTY CLASS: 44T Com Office Bldg 1L 2 story
 TAXING DISTRICT INFORMATION: MARSHION TOWNSHIP

DATE: 07/01/2010
 DATE: 08/06/1997

DATE: 03/01/2009
 DATE: 03/01/2010
 DATE: 03/01/2011
 DATE: 03/01/2012
 DATE: 03/01/2013
 DATE: 03/01/2014
 DATE: 03/01/2015

DATE: 03/01/2009
 DATE: 03/01/2010
 DATE: 03/01/2011
 DATE: 03/01/2012
 DATE: 03/01/2013
 DATE: 03/01/2014
 DATE: 03/01/2015

DATE: 03/01/2009
 DATE: 03/01/2010
 DATE: 03/01/2011
 DATE: 03/01/2012
 DATE: 03/01/2013
 DATE: 03/01/2014
 DATE: 03/01/2015

DATE: 03/01/2009
 DATE: 03/01/2010
 DATE: 03/01/2011
 DATE: 03/01/2012
 DATE: 03/01/2013
 DATE: 03/01/2014
 DATE: 03/01/2015

COMMERCIAL

Assessment Year	03/01/2009	03/01/2010	03/01/2011	03/01/2012	03/01/2013	03/01/2014	03/01/2015
VALUATION	10600	10600	10800	10800	10800	10800	10800
Appraised Value	55000	59000	61200	72800	73900	75900	76800
VALUATION	9000	10600	10800	10800	10800	10800	10800
True Tax Value	55000	59000	61200	72800	73900	75900	76800
	64900	69600	72000	79200	80300	82600	83600
	9000	10600	10800	10800	10800	10800	10800
	55000	59000	61200	72800	73900	75900	76800
	64900	69600	72000	79200	80300	82600	83600

LAND DATA AND CALCULATIONS

Rating	37.6	37.6	37.6	37.6	37.6	37.6	37.6
Soil ID	37.6	37.6	37.6	37.6	37.6	37.6	37.6
Actual Effective Footage	37.6	37.6	37.6	37.6	37.6	37.6	37.6
Effective Depth	145.8	145.8	145.8	145.8	145.8	145.8	145.8
Effective Square Feet	215.00	215.00	215.00	215.00	215.00	215.00	215.00
Adjusted Base Value	227.95	227.95	227.95	227.95	227.95	227.95	227.95
Extended Value	8430.3	8430.3	8430.3	8430.3	8430.3	8430.3	8430.3
Influence Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Value	8430.3	8430.3	8430.3	8430.3	8430.3	8430.3	8430.3

1 FRONT LOT
 Zoning: 118013 MARSHION
 Legal Acres: 8.0000
 Admin Legal: 8.0000

PRINTED: 03/01/2015
 APPLIED: 03/01/2015
 SON & AUNT TO OFFICE FOR TECH AGENT 12/01/13
 CORRECTED LAND TO BLK 1/12/14 DEPART 12

Supplemental Cards
 TRUE TAX VALUE 8430

Supplemental Cards
 TRUE TAX VALUE 8430

IMPROVEMENT DATA

PHYSICAL CHARACTERISTICS

ROOFING
Built-up

WALLS
Frame Yes 1 2 0
Brick Yes
Metal
Guard

FRAMING
Wb Jct 0 1 2 0
0 4311 612 0

FINISH
WV SF FO PD
1 2715 0 0 2126
2 0 0 0 433
Total 2715 0 0 2559

HEATING AND AIR CONDITIONING
Heat 0 1 2 0
A/C 0 4311 432 0
0 4313 432 0
PLUMBING Residential Commercial
Full Baths 0 TP 0 TP
Half Baths
Extra Fixtures 0 0
TOTAL



P Key	CDQ4	CDM4	GDG4
Service	1	1	2
AVSLR	360	360	104
Floor	7	7	17
Perls	13	13	9
Wght	CDQ4FF	UTLATOR	GDG4FF
Use	2715	2715	612
Use V	44-728	85-288	100-008
Rate	82.70	82.28	189.76
Pr Adj	-6.61	-22.20	-6.72
MV Adj	-3.48	-3.98	-8.61
OC Adj	0.00	0.00	0.00
GALE	82.61	34.22	134.44
RA V	100%	100%	100%
SubTot	82.61	34.22	134.44
U Fin	0.00	0.00	0.00
Oc Adj	0.00	0.00	0.00
InFin	0.00	0.00	0.00
Div M	0.00	0.00	0.00
L-ging	0.00	0.00	0.00
AirCom	0.00	3.89	0.00
Heat	0.00	0.00	0.00
Sprink	0.00	0.00	0.00
SF SF	82.61	40.11	134.44
x SF	14140	10800	92280
Subst	37230		
Flood	4600		
SpFeat	0		
ExFeat	640		
TOTAL	34280		
Qual/Qty	C-1		
ACN	338970		
Use Dep	80/0	80/0	80/0

CLCM: 81-000

SUMMARY OF IMPROVEMENTS

Description	Value	Year Bld	Year Cost	Year Cond	Rate	Rate Area	Size or Comp	Prve Class	Market %
C GDGFF	9.00	C-1	1928	1940	AV	9.00	N	0.00	823
									338970
									80
									6 116 100
									76800

SPECIAL FEATURES

Description	Value
C GDGFF	9.00

Neighborhood
Brigs 118113 AV

Appraiser/Date

Collector/Date

Supplemental Cards
TOTAL IMPROVEMENT VALUE 76800

PHOTO SECTION

NOTE: All photo's, drawings, sketches, maps, etc. are for illustration purpose's ONLY.



Front View of 430 & 432 South 7th Street



Rear View of 430 & 432 South 7th Street



View of the 2nd Story Apartment

ENVIRONMENTAL ADDENDUM & DISCLOSURE

APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

This disclosure pertains to **ALL** of the property listed in this "Property Information Packet" being offered at auction for Floormasters, Inc.-Don & Peggy Carlevato located at 430-432 South 7th Street, Terre Haute, IN. 47807 on June 11, 2016.

***Apparent is defined as that which is visible, obvious, evident or manifest to the auctioneer.**

This addendum and disclosure reports the results of the auctioneer's routine inspection of and inquiries about the subject properties and its surrounding area's. It also states what assumptions were made about the existence (or non-existence) of any hazardous substances and/or detrimental environmental conditions. **The auctioneer is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

Drinking Water: The auctioneer and seller(s) are not qualified to determine the quality of the drinking water. It is the assumption of the auctioneer and seller(s) that there is an adequate supply of safe, lead-free drinking water. The drinking water is supplied by the City of Terre Haute, IN.

Sanitary Waste Disposal: The auctioneer and seller(s) are not qualified to determine the quality of the sanitary waste disposal system for any of the properties. It is the assumption of the auctioneer and seller(s) that the sanitary waste is disposed of by a municipal sewer department or an adequate properly permitted alternate treatment system which is in good condition by the City of Terre Haute, IN.

Soil Contaminants: The auctioneer and seller(s) are not qualified to determine the presence of any soil contaminants and further more are not aware of any soil contaminants. It is the assumption of the auctioneer and seller(s) that the properties are free of soil contaminants.

Asbestos: The auctioneer and seller(s) are not qualified to determine the presence of any asbestos and further more are not aware of any asbestos. It is the assumption of the auctioneer and seller(s) that there is no uncontained friable asbestos or other hazardous material on the property.

PCB's (Polychlorinated Biphenyls): The auctioneer and seller(s) are not qualified to determine the presence of any PCB's and further more are not aware of any PCB's. It is the assumption of the auctioneer and seller(s) that there are no uncontained PCB's on or nearby the property.

Radon: The auctioneer and seller(s) are not qualified to determine the presence of any Radon and further more are not aware of any Radon. It is the assumption of the auctioneer and seller(s) that the radon level is at or below EPA recommended levels.

UST's (Underground Tanks): The auctioneer and seller(s) are not qualified to determine the presence of any UST's and further more are not aware of any UST's. It is the assumption of the auctioneer and seller(s) that any functioning UST's are not leaking and are properly registered and that any abandoned UST's are free from contamination and were properly drained, filled and sealed.

Nearby Hazardous Waste Sites: The auctioneer and seller(s) are not qualified to determine the presence of any nearby hazardous waste sites and further more are not aware of any nearby hazardous waste sites. It is the assumption of the auctioneer and seller(s) that there are no hazardous waste sites on or nearby the properties that negatively affect the value or safety of the properties.

UREA Formaldehyde (UFFI) Insulation: The auctioneer and seller(s) are not qualified to determine the presence of any UFFI and further more are not aware of any UFFI. It is the assumption of the auctioneer and seller(s) that there is no significant UFFI insulation or other UREA formaldehyde material on the property.

Lead Paint: The auctioneer and seller(s) are not qualified to determine the presence of any lead paint and further more are not aware of any lead paint. Because the improvements on the property were built prior to 1978 the possibility of lead paint may be present. It is the assumption of the auctioneer and seller(s) that there is not any lead paint on the property. It is recommended by the auctioneer and seller(s) that a qualified professional be contacted if there are any concerns.

Air Pollution: The auctioneer and seller(s) are not qualified to determine the presence of any air pollution and further more are not aware of any air pollution. It is the assumption of the auctioneer and seller(s) that the property is free of air pollution.

Wetlands/Floodplains: The auctioneer and seller(s) are not qualified to determine the presence of any wetlands/floodplains and further more are not aware of any wetlands/floodplains. It is the assumption of the auctioneer and seller(s) that there are no wetlands/floodplains on the property.

Miscellaneous Environmental Hazards: The auctioneer and seller(s) are not qualified to determine the presence of any miscellaneous environmental hazards and further more are not aware of any miscellaneous environmental hazards. The auctions are being conducted with the assumption that there are no miscellaneous environmental hazards that would negatively affect the safety, value or integrity of the properties.

NOTE: All or parts of the improvements were constructed before 1978 when lead paint was a common building material, the possibility of lead-based paint contamination may exist. There is no **apparent** visible or known documented evidence of lead paint on the floors, walls or ceilings. The only way to be certain that the property is free of surface or subsurface lead paint is to have it inspected by a qualified inspector. If there are any further questions as to the presence of any environmental hazards on any of the properties it recommended by the auctioneer and seller(s) that the buyer(s) have a qualified professional inspector to conduct such an inspection. All cost's related to any inspection and/or repairs will be at the expense of the buyer(s). All prospective buyers have 14 days prior to the auction for a home inspection to be conducted. The buyer will be required to sign a disclosure waiver for lead paint and a property disclosure waiver the day of the auction. The property is being sold "AS IS, WHERE IS" with no warranties expressed or implied.

AD VALOREM TAXES / ZONING

Permanent Tax Numbers:

#84-06-27-103-005.000-002

Zoning:

C-1

Real Estate Taxes:

\$2,508.00

FOR MORE INFORMATION ON AD VALOREM TAX MATTERS, ZONING, CITY UTILITIES – WATER, ELECTRICITY, WASTE DISPOSAL and NATURAL GAS - YOU MAY CONTACT THE FOLLOWING:

Vigo County Supervisor of Assessments – 812-462-3358

Vigo County Treasure – 812-462-3251

City of Terre Haute - Zoning – 812-244-4959

City of Terre Haute – Engineer’s - 812-232-4028

City of Terre Haute – Sewage Disposal Department - 812-235-8101

CONTRACT FOR PURCHASE & SALE OF REAL ESTATE

This is a legally binding contract. If not fully understood, we recommend that all parties to the contract consult an attorney before signing.

Property # _____ Tract(s) # _____ Date: _____

This is a Purchase and Sale agreement, provided at the auction sale herein referenced. By signing below, purchaser acknowledges the terms and conditions for purchase are incorporated herein and same are legally binding, it being the intent of the parties that the obligation of purchaser arising from the “Terms and Conditions” and this Purchase and Sale Contract, shall be deemed one and the same.

1. IDENTIFICATION OF PARTIES TO THE CONTRACT

A. SELLER

NAME:

Address:

City/Town: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell Phone: _____

(Even though the word “Seller” is singular, it refers to each and all of those who sign below as Seller.)

B. PURCHASER

NAME:

Address:

City/Town: _____ State: _____ Zip: _____

Daytime Phone: _____ Cell Phone: _____

(Even though the word “Purchaser” is singular, it refers to each and all of those who sign below as Purchaser.)

2. PROPERTY TO BE SOLD

The property which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase is known as:

The following is a legal description of the property as a whole, unless otherwise specified.

The South Half of Lot Numbered Fifteen (15) in Aaron B. Fontaine’s Addition to the Town, now City of Terre Haute, Indiana, as shown on the recorded plat thereof recorded in Deed Record 7, Page 185, records of the Vigo County Recorder’s Office.

More commonly known as 430-432 South 7th Street, Terre Haute, Indiana 47807.

This property includes all Seller(s) rights and privileges, if any, to all land, water, streets, minerals, and roads annexed to, and on all sides of the property, unless otherwise described differently herein this contract.

SELLER INITIALS: _____

HIGH BIDDER INITIALS: _____

ITEMS INCLUDED IN SALE

The following, if located on the property at the time of signing of the contract, are included in the sale of the real estate, unless stated otherwise in this contract, "As Is, Where Is".

- i. All buildings and improvements,
- ii. Lighting, heating and plumbing fixtures,
- iii. Window shades, Venetian blinds, traverse rods, curtain rods,
- iv. All wall to wall carpeting,
- v. Storm and screen doors and windows,
- vi. Water softeners and propane tanks (if owned by the seller(s)),
- vii. All shrubbery, trees, and plants in the ground, and
- viii. Other existing items not listed above and which are included in the sale are listed here: Any trash, scrap & scrap iron and any items remaining in any buildings or with the real estate.

3. ITEMS EXCLUDED FROM THE SALE

The following items are excluded from the sale of real estate: _____NONE_____.

4. BUYER'S PREMIUM

It is clearly understood and agreed to by both the Buyer and the Seller that THE BUYER'S PREMIUM IS THAT PORTION OF THE COMMISSION WHICH IS BEING PAID BY THE BUYER THROUGH THE SELLER. UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC AND THEIR AUCTIONEER/AGENTS REPRESENTS ONLY THE SELLER. If either the Buyer or the Seller should fail to perform on the contract the party responsible for failing to close on the property shall be responsible for the full commission due United Country – Auctions, Appraisals & Realty, LLC. In the event the Buyer defaults, the funds held by United Country – Auctions, Appraisals & Realty, LLC shall be retained to the extent of the Buyer's Premium and the balance shall be remitted to the Seller or their Attorney.

5. FORFEITURE PROVISIONS

Buyer has heretofore deposited a sum of money (earnest) at the auction as to include the 6% Buyer's Premium, which sums are presently within a designated escrow or non-interest bearing account at Preferred Bank for a reasonable amount of time as is considered to accomplish the final settlement between the Seller(s) and United Country – Auctions, Appraisals & Realty, LLC. At that time the sums of money are then transferred to an escrow account of ___Hendrich Title Company____. The Buyer acknowledges that, in the event of default pursuant to the terms of this contract or a violation of the "Terms and Conditions" of the auction, the funds provided shall be forfeit, as same represent liquidated damages. The foregoing shall not be construed as a penalty clause inasmuch as the terms and conditions for the auction identify this fact and inasmuch as the auction has already been conducted and Seller has committed to the Purchaser. The parties hereto agree that it represents a fair, equitable and negotiated resolution to the Seller(s) legitimate claim of default, and not a penalty.

6. PURCHASE PRICE

The Purchase Price is (Line C – Below):
\$ _____(_____)Dollars, U.S.

7. METHOD OF PAYMENT

- A. \$ _____ Bid Tendered at Auction.
- B. + _____ (6%) Buyer's Premium. Purchaser agrees to pay this amount.
- C. _____ Contract sale/purchase price including the Buyer's Premium. (A+B=C)
- D. - _____ Paid as a "Cash/Credit Card/Bank Check/Guaranteed Funds" down payment (earnest).
- E. = _____ Balance Due in Cash/Bank Check/Guaranteed Funds at closing. (C-D=E)

8. MORTGAGE EXPENSES

- A. Any mortgage recording tax, recording fee, expenses of drawing papers and any other expenses to be incurred in connection with procuring a mortgage shall be paid by the purchaser.
- B. Seller assumes all responsibilities regarding the filing of the required tax reporting forms with respect to the sale and transfer of this property.

SELLER INITIALS: _____

HIGH BIDDER INITIALS: _____.

9. SELLER’S TITLE

Seller will transfer to Purchaser all his right, title and interest in the property as per the “Terms and Conditions”. Seller will convey title to purchaser subject to any easement of record; existing restrictions, covenants, conditions of record; zoning and environmental protection laws in existence as of this date so long as the foregoing does not render title uninsurable. Seller will deliver title that any reputable title company will insure. Buyer is responsible for ordering and paying for any additional title searches and title insurances he/she desires.

10. DEED

The property shall be transferred from the Seller(s) to Purchaser by means of a Deed. The deed will be properly prepared and signed so that it will be accepted for recording by the County Clerk in the County in which the property is located. If the Seller is transferring the property as an executor, administrator, trustee, committee or conservator, the deed usual to such cases shall be accepted.

11. ILLINOIS STATE TRANSFER TAX

The Seller agrees to pay ”Indiana State Real Property Transfer Tax” as set by law.

12. TAX AND OTHER ADJUSTMENTS

The following shall be adjusted between the Purchaser and Seller as of the date of Closing/Possession.

- A. Rents, if any, as and when collected
- B. Interest and mortgage escrow account, if any
- C. Taxes, sewer, water and utility rents, if any
- D. Municipal assessment yearly installment, if any
- E. Fuel, if any
- F. Homeowner’s Association dues, if any

13. DATE AND PLACE OF TRANSFER OF TITLE

The transfer of title to the property from Seller to Purchaser will take place at the ___Hendrich Title Company, 498 Ohio Street, Terre Haute, IN 47807, 812-234-9475 or 812-232-2752_____. The closing will be completed with title transferred on or before _____ at _____m. or in 45 days or within (5) days of presentation of insurable title, time is of the essence. If surveying is required the closing date could be delayed anywhere from 45 – 90 days.

14. POSSESSION

The Purchaser(s) shall be granted possession of the property at closing, provided transfer of title has occurred.

15. DOWN PAYMENTS

It is agreed that any payments made by the Purchaser prior to transfer of title are to be deposited into an escrow account (non-interest bearing). Down payment(s) will be held in an escrow or non-interest bearing account at Preferred Bank for United Country – Auctions, Appraisals & Realty, LLC, and then transferred to ___ Hendrich Title Company___ escrow account, then to the Seller’s Attorney’s escrow account and/or an account designated by the Seller. At which time the holder of such funds shall apply the total payments to United Country – Auctions, Appraisals & Realty, LLC for their fee(s) due and any excess of down payment over and above the fee will go to the Seller unless there has been a forfeiture or an agreed and written agreement for distribution of funds which is contrary to the form provided herein. If Buyer fails to perform, he or she forfeits all payments as liquidated damages or is subject to a specific performance action, and agrees to pay the full BUYER’S PREMIUM to United Country – Auctions, Appraisals & Realty, LLC. All resale expenses, and any interest due will be the property of the Seller(s).

16. REMEDIES UPON DEFAULT

In the event Purchaser defaults pursuant to the terms of this agreement, Seller shall have any remedy under Illinois State Law available. The foregoing shall include but not be limited to, an action for damages, and action for specific performance or retention of funds as referenced above as liquidated damages. Any action for damages shall include the actual loss to Seller, together with any expenses incurred including but not limited to reasonable attorney’s fees, re-auctioning the property, remarketing the property, and all other expenses associated with same arising from Buyer(s) default.

SELLER INITIALS: _____

HIGH BIDDER INITIALS: _____.

17. ENTIRE AGREEMENT

There are no representations made outside of the four corners of this contract, and the provisions hereinmade with respect to the Buyer’s obligations are integrated and hereby incorporate the Terms and Conditions executed by Buyer on the occasion of the auction. Purchaser acknowledges this property is transferred as is, where is, and there are no warranties, guarantees or promises which shall survive title, By execution of this contract, Purchaser acknowledges it has had ample opportunity prior to execution to inspect, review and observe and all conditions relative to the subject premises which would cause concern to a reasonable Purchaser. Announcements and Terms made the day of the sale or during the sale along with this contract replaces and supersedes any and all other prior understandings, written, verbal or electronic statements, that were made prior to the auction and previously entered into by and among the parties hereto with regard to the sale and purchase of the premises above described and all the same are merged herein. **TERMS OF THIS CONTRACT WILL NOT BE MODIFIED IN ANYWAY UNLESS AGREED TO IN WRITING BY ALL PARTIES.**

18. BINDING CONTRACT

Purchaser and Seller agree that they, their heirs, legal representatives, successors and assigns will be bound under this contract. A signed facsimile or scanned & email of this document will represent a fully executed contract.

19. OTHER TERMS:

- A. **Real Estate Taxes:** The real estate taxes for 2015, due 2016 will be paid in full at closing. The 2016 taxes, due 2017 will be pro-rated to the date of closing and these taxes will be credited to the Buyer(s) at closing, based on the most current real estate tax bill. Buyer(s) assume responsibility of real estate taxes payable thereafter. The real estate taxes are \$5,208.00 per year.
- B. **Tenant Rights:** There are NO tenant rights in effect at the present time.

20. THE BUYER AGREES TO PAY UNITED COUNTRY – AUCTIONS, APPRAISALS & REALTY, LLC

A BUYER’S PREMIUM OF:

\$ _____ (_____ Dollars, U.S.)
upon signing this agreement.

21. CONVEYANCE BY SELLER

Seller agrees to sell the real estate and the property, if any, described above at the price, terms and conditions set forth herein, and to convey or cause to be conveyed to Buyer, title thereto by a stamped, recordable deed, with release of homestead rights, subject but not limited to:

- a. All easements apparent, restrictive covenants and easements of record, all general real estate taxes and special assessments, if any;
- b. Public utility easements and other easements as now platted or otherwise now of record or apparent, if any;
- c. Any building setback lines and restrictions as now platted or now of records, if any;
- d. The rights of all persons claiming by, through or under Buyer; and
- e. General exceptions and Schedule B exceptions set forth in Chicago Title Insurance Company’s commitments or comparable coverage for title insurance which are hereby incorporated herein by this reference.

22. EVIDENCE OF TITLE

- A. Not less than fifteen (15) days before closing, Seller shall provide to Buyer evidence of title in the form of a commitment from a reputable title insurer for an owner’s title insurance policy in the amount of the purchase price, which shall show title in Seller or the intended grantor, subject only to the general exceptions to which options on abstracts of title are normally subject or are contained in such title insurance policy, to the title exceptions set forth in Paragraph 9, of this agreement, and to acts and sufferance of buyer or those claiming by, through or under buyer.
- B. The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions therein stated and herein permitted and in paragraph 7 hereof.

SELLER INITIALS:

HIGH BIDDER INITIALS:

23. OBJECTION TO TITLE

- A. Written title objections or requirements must be furnished by the seller and seller’s attorney within five (5) days after delivery of title papers to buyer, or buyer’s attorney. If the title papers show defects other than those customarily waived under Clark County examination rules, and if the buyer files written objections thereto, seller shall have twenty (20) days from the date of delivery of buyer’s attorney’s objection or requirements, to cure such defects and present title papers on the basis of which a closing may occur as provided herein.
- B. If title cannot be made as provided above, and if title defects cannot be removed or insured over within the said twenty (20) day period after written notification to seller, this agreement shall be terminated and the payments shall be refunded to buyer’s, unless buyer’s, within an additional fifteen (15) days after seller has received notice of such title defects, elects to accept title subject to such defects; upon which elections buyer may deduct from the purchase price the amounts of all liens, encumbrances or like interests of a definite or ascertainable amount.

24. NOTICES

Notices required under this contract shall be in writing by U.S. certified postage prepaid mail to the address stated above, return receipt requested, or by delivery in person. Addresses may be changed by like notice. Date of posting shall be deemed date of receipt. Failure by the notifying party to receive back the receipt card signed by the addressee shall not invalidate the notice.

25. SURVEY

The Seller(s) will determine the necessity of any surveying. At this time there will not be a survey conducted. The Seller(s) will have the final decision as to the need of any surveying. If any surveying is required by the buyer it is at a rate of 100% of the expense to the buyer.

26. MINERAL RIGHTS

If Seller(s) own their mineral rights, then all mineral rights available will be transferred to the Buyer(s).

27. DISCLAIMER’S

- A. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) have gathered information in promotional materials from sources deemed reliable but not guaranteed. Purchaser acknowledges inspection of the property or has had the opportunity to do so and chosen not to inspect the property. Purchaser is relying solely on purchasers own inspections and judgment. Further, all parties acknowledge and agree that the property is being sold “WHERE-IS, AS-IS” with any and all faults. United Country – Auctions, Appraisals & Realty, LLC and their agents have acted as agents for the seller in this transaction.
- B. United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) are making notice to Buyer(s) of the real estate. There is a small area that has been utilized as a site for trash and there could be others that have not been identified. The Buyer(s) are purchasing and the Seller(s) are selling the real estate “WHERE-IS, AS-IS” with any and all faults.

28. CONTINGENCIES

There are no contingencies to this transaction.

SELLER INITIALS: _____

HIGH BIDDER INITIALS: _____

29. SELLER'S AGREEMENT TO PAY COMMISSION

Seller hereby accepts the above offer and agrees to sell on the terms and conditions set forth and agrees to pay United Country – Auctions, Appraisals & Realty, LLC a fee of an amount equal to or more as agreed upon previously between the Seller and United Country – Auctions, Appraisals & Realty, LLC.

DATE: _____

DATE: _____

HIGH BIDDER = PURCHASER

SELLER

X _____

X _____

EIN/SS# _____

EIN/SS# _____

X _____

X _____

EIN/SS# _____

EIN/SS# _____

X _____

X _____

EIN/SS# _____

EIN/SS# _____

X _____

X _____

EIN/SS# _____

EIN/SS# _____

ATTORNEY

ATTORNEY

() - OFFICE

() - OFFICE

() - FAX

() - FAX

() - CELL

() - CELL

E-MAIL: _____

E-MAIL: _____



Auctions, Appraisals & Realty, LLC



107B West Trefz Drive, Marshall, IL 62441

Office: 217.826.3333 • Cell: 812.243.1303

David Shotts, Jr., Auctioneer / Agent / Appraiser

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SCHEDULE "A"

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

2010007681 WD \$18.00
07/01/2010 12:48:15P 2 PGS
NANCY S. ALLSUP
VIGO County Recorder IN
Recorded as Presented



JUL 01 2010

Timothy M. Sigurdson
VIGO COUNTY AUDITOR

Parcel No.: 84-06-27-103-005.000-002

WARRANTY DEED

The Grantors, GEORGE PETIT and DELORES PETIT, Husband and Wife, OF VIGO COUNTY, INDIANA, for the sum of One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, convey and warrant to Grantee, DONALD E. CARLEVATO and PEGGY K. CARLEVATO, as Co-Trustees of the CARLEVATO REVOCABLE TRUST DATED OCTOBER 4, 2006, OF VIGO COUNTY, INDIANA, the following described real estate situated in Vigo County, Indiana, in fee simple absolute:

The South Half of Lot Numbered Fifteen (15) in Aaron B. Fontaine's Addition to the Town, now City of Terre Haute, Indiana, as shown on the recorded plat thereof recorded in Deed Record 7, Page 185, records of the Vigo County Recorder's Office.

More commonly known as 430-432 South 7th Street, Terre Haute, Indiana 47802.

SUBJECT TO ANY AND ALL CONDITIONS, RESTRICTIONS, COVENANTS OR EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth. The Trustees shall have broad managerial powers and duties commensurate therewith, including all the powers provided for trustees under the law wherein the trust is administered and including, without limitation, all of those powers provided for in the Indiana Probate and Trust Codes in 1971 I.C. 29-1-7.5-3 and 1971 I.C. 30-4-3-3, as amended from time to time.

Dated: 6/30/10

George Petit
George Petit, Grantor

Delores Petit
Delores Petit, Grantor