

BID PACKET

9.23 ACRE FLOYD COUNTY ESTATE LIVE ONSITE MULTIPAR AUCTION

10131 COUNTY LINE ROAD SELLERSBURG, IN 47172

LIVE ONSITE -

SATURDAY, OCTOBER 16 @ 10AM





REAL ESTATE AUCTION TERMS AND CONDITIONS 10131 COUNTY LINE ROAD, SELLERSBURG, IN 47172

Each property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.

COVID-19 PRECAUTIONS

The Harritt Group will follow social distancing and face mask recommendations. Inspection by open house or by appointment. Video tours available upon request.

REGISTRATION REQUIRED

Onsite registration will begin one hour prior to auction. All bidders must provide a valid driver's license and current address. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions. The Harritt Group staff is always available on auction day to assist any bidder who has questions. If you need assistance prior to, please call our office at 812-944-0217.

BIDDING LIVE ONSITE

Bidding in this auction is being conducted live onsite beginning at 10am.

MULTI-PAR BIDDING

The multi-parcel auction method is used to sell multiple tracts of real estate at auction - first offering each tract individually, and then in combinations. The final sales price is determined by the combination(s) which realizes the highest bid. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance on how to bid prior to auction day, please call our office for assistance @ 812-944-0217. Our staff will be available on auction day for questions.

AUCTION ORDER

Round One - Selling each tract individually beginning with Tract 1. Round Two and Beyond - Bidder's Choice of any individual tract or combination of both tracts.

BUYER'S PREMIUM

A 10% buyer's premium will be added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate. (Example: Hammer Bid Price \$100,000 plus 10% Buyer's Premium equals Contract Purchase Price of \$110,000)

Page 1 of 3 - County Line Road, Sellersburg, IN

MANNER OF PAYMENT

A 10% non-refundable down payment of the Contract Purchase Price in the form of cash or check in USD due immediately following the auction with the signing of a legally binding purchase agreement. (Example: Hammer Bid Price \$100,000 + 10% Buyer's Premium \$10,000 = Contract Purchase Price \$110,000 with a 10% Down Payment of \$11,000).

CLOSING

All auctions are a cash sale and the balance of the purchase price will be due in 40 calendar days, on or before November 25, 2021. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is *not* based upon the condition of successfully obtaining financing nor is it subject to a satisfactory appraisal, survey, or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

POSSESSION

Seller will give possession at closing subject to crop rights.

SURVEY

Property is being sold with a current survey by David J. Ruckman, P.L.S. provided by the seller.

INSPECTION

Property is being sold "As Is" with no contingencies and no warranties expressed or implied by the seller or the auction company. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and due diligence concerning the property and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. All information contained in the advertising and all related materials is subject to the terms and conditions outlined in the purchase agreement. Square footage measurements are estimated. Buyers can make their own precise measurements, if needed.

Buyer acknowledges that in every neighborhood there are conditions that others may find objectionable. The buyer shall, therefore, be responsible to become fully acquainted with the neighborhood and other off-site conditions that could affect the Property.

FLOOD DESIGNATION

Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. The buyer shall pay for and be responsible for flood certification if needed. *Our records indicate that the property is not in a flood zone.*

EVIDENCE OF TITLE - Seller will provide merchantable title via a deed. Cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. The buyer is accepting title subject to all recorded or unrecorded covenants, restrictions, and easements.

PROTECTIVE COVENANTS AND RESTRICTIONS

Property is being sold without deed restrictions or protective covenants.

REAL ESTATE TAXES AND ASSESSMENTS

All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the closing date. The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills. The buyer may apply for current-year exemptions/credits at or after closing if applicable.

FEDERAL LEAD-BASED PAINT DISCLOSURE

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. All inspections and assessments for the presence of lead-based paint and/or lead-based paint hazards must be made prior to the auction. The buyer waives the 10-day opportunity to conduct such an assessment and acknowledge receipt of the lead-based paint disclosure form.

SOLD WITH SELLER'S RESERVE

Final bid price is subject to the seller's confirmation. When the bidding has met the reserve, a notification will be announced and the auction will become absolute and sell to the highest bidder.

BROKER PARTICIPATION

A commission will be paid to any properly licensed Broker who registers prior to a successful buyer according to the appropriate Broker Participation Agreement and requirements.

PRE-AUCTION SALES

Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Auction Purchase Agreement along with the required deposit. Properly submitted offers will be presented to the seller, who may accept or reject such offer in their sole and absolute discretion.

AGENCY

The Harritt Group is acting exclusively as agents for the seller.

SELLER

Alfred Yost Estate

10131 County Line Road, Sellersburg, IN 47172

Listing #: 2021011067 Total Finished Sqft: 2,184 Above Grade Finished SqFt: 1,568

Residential/Farm Residential Prop Type: SubType: County: Township: **New Albany** Floyd Subdivision: No School Dst: **New Albany-Floyd Cty**

Home Warranty: No

Subdiv Nm: Parcel#: 220512700033000007 Beds: 3 Lot Sz: 9,23 / 402,059 Baths: 2(20)Lot Size Src: Survey Abv Grd SF: Lot Dim: 1,568 Tot Fin SF: Year Built: 2,184 1958 New Const: Annual Tax: 1,189 No

2020/2021 62,800 Land Assess: DOM: 1 Improvements: 112,500 HOA \$: Total Assess: 175,300

I-265 to Charlestown Road Exit 4. North 2 miles to left Directions:

on County Line Road. Follow 2.4 miles to property on

Tax Year:

\$0

Active (09/22/21)

Legal: Illinois Grant No. 127 - 4.08 Acres and Illinois Grant No.

146 - 5.15 Acres, Floyd County, Indiana

Tot Deductions: \$96,485 Deduction Type Comment Over 65 \$14,000

Homestead Standard \$45,000

Remarks

9.23 ACRE FLOYD COUNTY ESTATE LIVE ONSITE MULTIPAR AUCTION - SATURDAY, OCTOBER 16 @ 10AM. Prime Floyd County acreage with suburban ranch with sunroom, garage carport, 2 pole barns, and 2 small lakes in the community of St. Joe offered multipar in two tracts with the ability to bid on one tract or in a combination as an entirety. Great potential for mini-farms, homesite, or future investment with sewer available on Tract 2. Tract 1- Home & Improvements on 4.08 Acres with 200' Road Frontage. Tract 2 - 5.15 Acres Vacant with 100' Road Frontage. Possession subject to crop rights 2021. Both tracts run adjacent to the historic Monon railroad. Cistern provides water for outdoor use only. See MLS#2021011068 for Tract 2. LEGAL DESCRIPTION Illinois Grant No. 127 - 4.08 Acres and Illinois Grant No. 146 - 5.15 Acres, Floyd County, Indiana. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS A non-refundable down payment (10% of the purchase price) in the form of cash or check in USD due following the auction, balance due in 40 days for clear title. Taxes prorated to the day of closing. Possession at closing. Selling as is without contingencies, all inspections welcomed before the auction. See full details in the Auction Bid Packet. OPEN INSPECTION Wednesday, Sept. 29 & Wednesday, Oct. 13, 4-6PM.

Amenities

Type: 1 Story Foundation: Concrete Block

Zoning: Agri/ Residential Basement: Yes Basement Type: Partial, Partially Finished Construction:

Laundry: Yes Existing Laundry Location: First Level

Outbuildings: Garage, Pole Barn, Shed Laundry Type: **Laundry Room**

Fireplaces: Fireplace: Road Frontage: 300

Tillable Acreage: 4 Acres Timber Acreage: Pasture Acreage: Roof Type: Shinale

Appliances: Clothes Dryer, Clothes Washer, Freezer, Microwave, Oven Self Clean, Range / Oven, Refrigerator

Lot Description: Additional Land Av, Garden Area

Exterior Type: Vinyl Siding

Exterior Feat: Patio, Paved Driveway, Sunroom, Thermopane windows

Interior Feat: 1st Floor Master, 1st Floor Utility, Ceiling Fan(s), Eat-in Kitchen, Family Room, Formal Dining Rm, Natural

Nonconform Finished:

0.0

Wood Trim, Wood Stove

Road Type: Paved

Bathroom Full

Measurements

Above Grade Finished: 1,568.0

Above Grade Unfinish: 0.0 Nonconform Unfinish: 0.0 Below Grade Finished: 616.0 TFLS: 2,184

Vinyl

Below Grade Unfinish: 504.0

Room Sizes & Levels

 9.8×5

Total Rooms: 8 Garage: Y Garage Size: 22 x 14 Garage Type: Carport, Garage Spaces: 2

Detached, Front Entry

Dimension Level Type Flooring Description Kitchen 16.4 x 13.3 1st Floor Vinyl Dining Room 17.4 x 13.4 1st Floor Carpet 15.9 x 14.4 Living Room 1st Floor Carpet 13.2 x 12.6 MainBedroom 1st Floor Carpet Bathroom Full 7 x 8.6 1st Floor Vinyl Bedroom 13.6 x 12.3 1st Floor Wood Bedroom 10 x 10 1st Floor Wood

1st Floor

Other Family Room 8.8 x 6 38.6 x 16 1st Floor LL/Basement

Vinyl Other Laundry Room

Partial finish w/drop ceiling

Utilities

Water Heater:

Electric

Water Type: Cistern, Public Onsite

Natural Water:

Creek, Lake

Sewer Type:

Septic Onsite, Sewer Available

Heat Type:

Forced Air, Heat Pump Central Air

Cooling Type:

Fuel Type:

Electric

General Information

Possession:

Seller Will Lease:

Flood:

At Closing

No No

Covenants & Restr:

Sign:

Unknown

Terms:

Yes No

All information deemed reliable but not guaranteed.

INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. BUYER(S) TO VERIFY ALL INFORMATION.

County Line Road, Sellersburg, IN 47172

Listing #: 2021011068

Active (09/22/21)

224,334.00

2020/2021

Survey

\$8,500

\$8,500

4 Acres

Yes

133

\$0

Possible Financing: Other

Prop Type: Vacant Land Lot Sz: County: Floyd Lot Sz Src: Subdiv: No DOM: Township: **New Albany** Lot Dim: Acres: 5.1500 Irreg. Dim: Zoning: Agri/ Residential Annual Tax: Outbuildings: Tax Year: Mobile/Modular: Land Assess: Wooded YN: No Improvements: Exempt: Total Assess: Road Type: Timber Acreage: **Paved** Road Frontage: 100' Pasture Acreage: Home Owner Assoc: Tillable Acreage:

Financing Comment: No Comments

Parcel#:

220512700013000007

Lot Description: Legal:

Additional Land Av, Adj River/Stream/Crk 146 ILL. GNT. 5.15 Acres Floyd County

Directions:

I-265 to Charlestown Road Exit 4. North 2 miles to left on County Line Road. Follow 2.4 miles to

property on left.

Remarks

FLOYD COUNTY ESTATE LIVE ONSITE MULTIPAR AUCTION - SATURDAY, OCTOBER 16 @ 10AM. Prime Floyd County acreage in the community of St. Joe offered multipar in two tracts with the ability to bid on one tract or in a combination as an entirety. Great potential for mini-farms, homesite, or future investment. Tract 2 - 5.15 Acres Vacant with 100' Road Frontage with sewer available. Possession subject to crop rights 2021. Tract 1- Suburban ranch with sunroom, garage carport, 2 pole barns, and 2 small lakes on 4.08 Acres with 200' Road Frontage. See MLS#2021011067. Both tracts run adjacent to the historic Monon railroad. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS A non-refundable down payment (10% of the purchase price) in the form of cash or check in USD due following the auction, balance due in 40 days for clear title. Taxes prorated to the day of closing. Possession at closing. Selling as is without contingencies, all inspections welcomed before the auction. See full details in the Auction Bid Packet. OPEN INSPECTION Wednesday, Sept. 29 & Wednesday, Oct. 13, 4-6PM.

Utilities

Natural Gas: Water Type: Sewer Type:

No

Public Available

Sewer Available

Natural Water:

Electricity:

No

General Information

Possession:

At Closing

Restrictions: Flood:

No No

Seller Will Lease:

No

Sign:

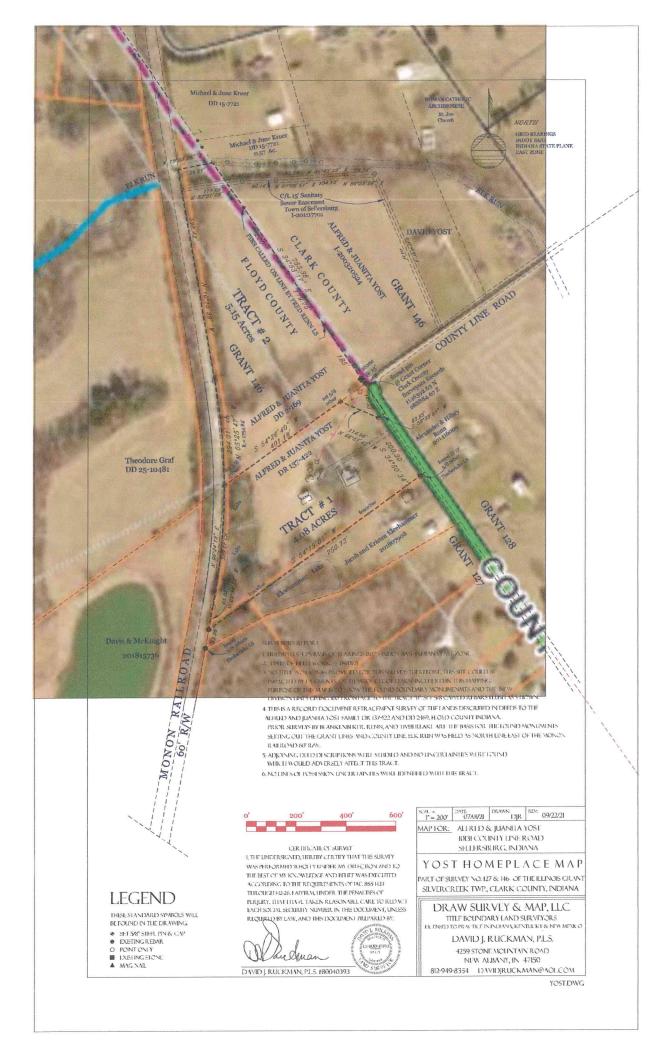
Yes

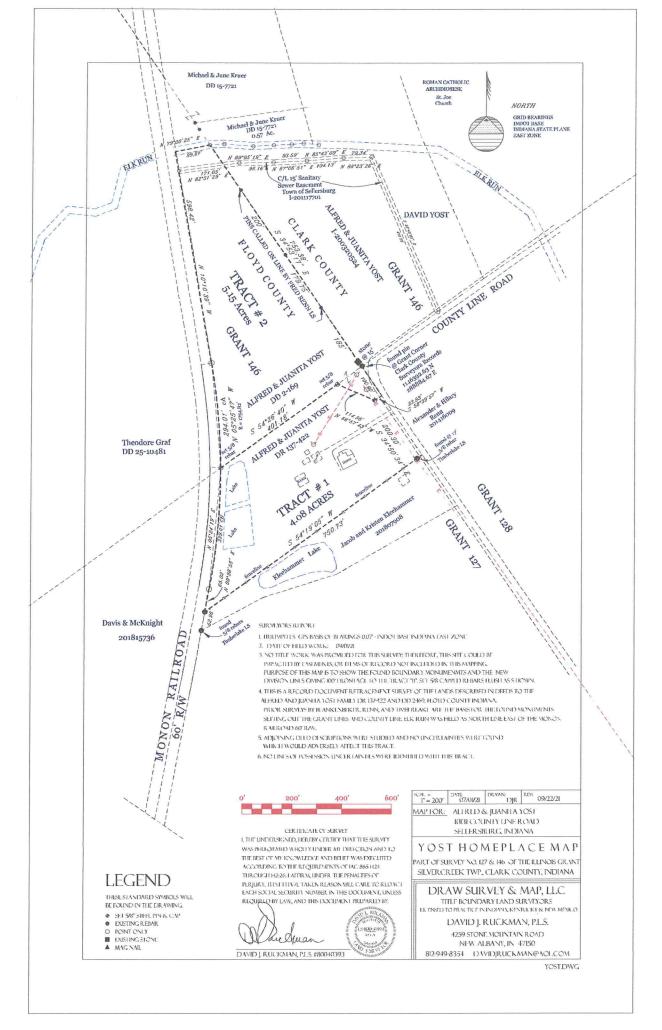
Terms:

No

All information deemed reliable but not guaranteed.

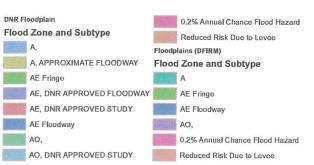
INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. BUYER(S) TO VERIFY ALL INFORMATION.

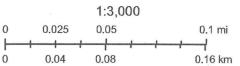




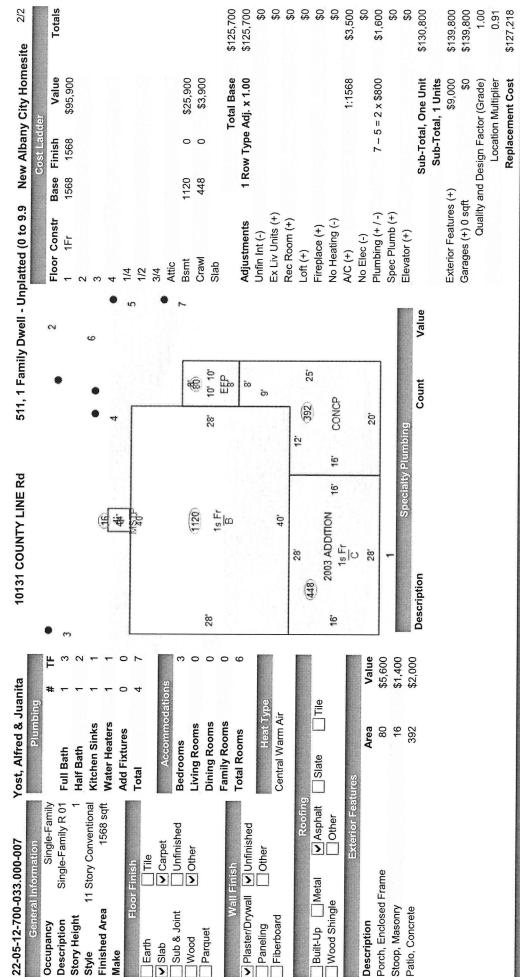
10131 County Line Road, Sellersburg, Indiana 47172







Date Owner
06/30/1953
/aluation Records (Work In Progress values are not certified
1202
01/01/2021
Indiana Cost Mod
\$54,300 \$47,500
\$6,800
\$112,500 \$104,600
\$7,900
\$166,800 \$152,100
\$0 \$14,700
_and Data (Standard Depth: Res 120', Cl 120'
Size Factor
1.0000 1.00
3.1800 1.00
Collector 11/11/2019



								Summary	of Impre	overnents								
Description	Res Eligibl		Story Construction Grade	Grade	Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm	Remain.	Abn PC	PC Nbhd		Improv
1: Single-Family R 01	100%		Wood Frame	O	1958	1971	50 A		0.91		2,688 sqft	\$127,218	35%	\$82,690	0% 10	00001 20000	1.2000	\$99.200
2: Barn, Pole (T3) R 01	%0	-	T31SO	۵	2000	2000	21 A	\$17.85	0.91		18' x 20' x 14'	\$3,742	40%	\$2,250	0% 10	00001 %000		\$2,700
3: Barn, Pole (T3) R 01	%0	_	T3AW	۵	1976	1976	45 A	\$18.41			24' × 30' × 10'	\$7,074	%09	\$2,830	0% 10	00001 1.0000		\$3,400
4: Car Shed R 01	%0	_		٥	1958	1958	63 A	\$10.10			10'x22'	\$1,618	%59	\$570	0% 10	00001 1,0000		\$700
5: Corn Crib, Frame R 01	%0	_	Free Standing	٥	1958	1958	63 A	\$19.13			11' x12'	\$1,838	%59	\$640	0% 10	00001 1.0000		\$800
6: Detached Garage R 01	100%	•	Wood Frame	۵	1958	1958	63 A	\$38.22		\$38.22	14'x22'	\$8,570	47%	\$4,540	0% 10	00001 10000		\$5,400
7: Utility Shed R 01	%0	_		Ш	1970	1970 1970	51 F	\$19.36			10'x12'	\$846	%02	\$250	0% 10	00001 %00		\$300

\$112,500

Mail	013.000-007 Information	Yost, Alfred & Juanita Ownership	l& Juanita ©wnership	10131 CC	31 COUNTY LINE Rd	F	100, Vacant Land	Land		New Albany City Homesite	nesite 1/2	
### Agricultural 2021 2021 Marches Properties Pr		Yost, Alfred & Jue 10131 County Lii Sellersburg, IN 47	anita ne Rd 7172	Date 01/10/1975 01/01/1900			Doc ID Cod 0 WI	e Book/Page Adj		10/6/2020 22Q3; BF FIELD REVIEW & DATA COLLECTION. 8/10/2017 18Q4: SKETCH CHANGES	EW & DATA GES	
Companies Comp	Tax ID: Routing Number 05-12-7A0-009	146 ILL. GNT. 5.75 AC DIST)	Legal : (MUDDY FORK CONS									
Control billionnestics Control billionnest	Property Class 100 Vacant Land		Sacration Percent (W		-			_				
Particular Par	Year: 2021	2021	Assessment Year		2021	2020		3 0	2018			
VP Chilological Indication Representation of Montane Cost Mod Indians Cost Indians Cost Indians Cost Indians Cost Mod Indians Cost Indians Cost Indians Cost Indians Cost	Location Information	WIP	Reason For Change		Ą	*	A A	Misc	Misc			
1,000 Equation Floating 1,000 Equation Floating	County Floyd	01/20/2021 Indiana Cost Mod	As Of Date	01/01 Indiana Cos					02/15/2019			
Motice Required Sis_500 Sis_50	Township	1.0000	Equalization Factor						ularia Cost Mod			
100 Load Res (1) St. 50 Load Res (1) St. 50 S	NEW ALBANY TOWNSHIP		Notice Required		>		>	>	>			
Composition State St	District 007 (Local 007) NEW ALBANY TOWNSHIP	\$8,500	Land and Res (1)	\$\$	3,500	\$8,500	\$10,300	\$10,300	\$10,700			
Part	School Corp 2400	\$8,500	Land Non Res (2)	\$\$	3,500	\$8,500	\$10,300	\$10,300	\$10,700			
Part	Neighborhood 5000200-007	90	Improvement Imp Res (1)	***************************************	0\$	0\$	0\$	0\$	0 \$			
Second S	New Albany City Homesites	0.5	Imp Non Res (2)		0 0 0 0 0 0	0 0	S S S	G G G	9 69 6			
Second Price Seco	Section/Plat	\$8,500	Total	3\$	3,500	\$8,500	\$10,300	\$10,300	\$10,700			
COUNTY LINE Rd	Location Address (1)	\$8,500	Total Res (1)	₩.	\$0 3,500	\$8,500	\$10,300	\$0 \$10,300	\$10,700	Calculated Acreage	ions 575	
Characteristics	10131 COUNTY LINE Rd	\$0	Total Non Res (3)		\$0		\$0	\$0	\$0	Actual Frontage	0	
Land Prining Soil	SELLERSBURG, IN 4/124	1			Res 120',	٠		0, × 0.)		Developer Discount) [
ision ## A WA 0 5.7500 1.15 \$1.290 \$1,484 \$8,533 0% 0% 1,000 \$8,530 0.007 - Residential Characteristics ## Characteristics	Zoning	Pricing	_ L =					Res		Parcel Acreage	5.75	
inition Model)	4	0					- %0	٠.	81 Legal Drain NV	0.00	
Model Characteristics raphy Flood Hazard Characteristics Flood Hazard Utilities ERA Electricity	Subdivision							2		82 Public Roads NV	0.00	
Characteristics raphy Flood Hazard Taphy Flood Hazard Characteristics Utilities ERA Electricity										83 UT Towers NV 9 Homesite	0.00	
Characteristics raphy Flood Hazard Utilities ERA Electricity	Lot									91/92 Acres	0.00	
Characteristics Taphy Flood Hazard Characteristics Utilities ERA Electricity										Total Acres Farmland	5.75	
Characteristics raphy Flood Hazard Utilities ERA Electricity	Market Model 5000200-007 - Residential									Farmland Value	\$8,530	
raphy Flood Hazard Utilities ERA Electricity	Characteristics									Mieasured Acreage	3.73	
Utilities ERA Electricity ERA s or Roads TIF borhood Life Cycle Stage Monday, September 20, 2021 Review Group 2022 Data Source External Only Collector 10/22/2020 BF	aphy									Avg Farmland Value/Acre	1483	
Utilities ERA Electricity	Kolling									Classified Total	\$0,00	
s or Roads TIF orthood Life Cycle Stage Monday, September 20, 2021 Review Group 2022 Data Source External Only Collector 10/22/2020 BF Appraiser 10/22/2020 BF										Farm / Classifed Value	\$8,500	
s or Roads TIF Oorhood Life Cycle Stage Monday, September 20, 2021 Beview Group 2022 Data Source External Only Collector 10/22/2020 BF										Homesite(s) Value	\$0	
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Monday, September 20, 2021 Review Group 2022 Data Source External Only Collector 10/22/2020 BF Appraiser 10/22/2020 BF	Noighborhood Life Clark									Supp. Page Land Value	•	
Monday, September 20, 2021 Review Group 2022 Data Source External Only Collector 10/22/2020 BF Appraiser 10/22/2020 BF	Neighborhood Life Cycle Stage Static									CAP 1 Value	\$8.500	
Lozz Data Source External Only Collector 10/22/2020 BF Appraiser 10/22/2020 BF	Monday, September 20 Review Group	مؤد و موداد								CAP 3 Value	\$0	
		Data Source				L	Appraiser			Total Value	\$8,500	



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LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

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

LEAD WARNING STATEMENT Every buyer of any inherest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead polsoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnent women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. SELLER'S DISCLOSURE (a) Presence of lead-based paint and/or lead-based paint hazards are present in the housing (explain): (ii) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): (iii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (iv) Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing. BUYER'S ACKNOWLEDGEMENT (initial) (c) Buyer has received only in below: (iv) Walver the presence of lead-based paint lazards: (iv) Walver the proportunity to conduct a risk assessment or inspection for the presence of lead-based paint hazards: (v) Seller has no reports or records pertaining to lead-based paint nazards: (v) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. BUYER'S ACKNOWLEDGEMENT (initial) (v) Walver the proportunity to conduct a risk assessment or inspection for the presence of lead-based paint and	2	PROPI	ERTY	ADDRESS: 10131 County Line Road, Sellersburg, IN 47172
Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, incling learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also posses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the word with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. SELLER'S DISCLOSURE (a) Presence of lead-based paint and/or lead-based paint hazards are present in the housing (explain): (ii) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): (iii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (iv) Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing. Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. BUYER'S ACKNOWLEDGEMENT (initial) (c) Buyer has received the pamphlet Protect Your Family From Lead in Your Home. (e) Buyer has received the pamphlet Protect Your Family From Lead in Your Home. (g) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint nad/or lead-based paint thazards. (d) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	3	LEAD	MA D	NINO CTATEMENT
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BROKER'S ACKNOWLEDGMENT (initial) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.(NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.) 10131 County Line Road, Sellersburg, IN 47172	38	(ii)	X	waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
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45 46 10131 County Line Road, Sellersburg, IN 47172	43			
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10131 County Line Road, Sellersburg, IN 47172	45			
	46			
				10131 County Line Road. Sellersburg. IN 47172
(* roporty radicoo)				(Property Address)

Page 1 of 2 (Lead-Based Paint - Sales)

47	CERTIFICATION OF ACCURACY		The second of th	Hart Har information that
48	The following parties have review	ved the information above and	certify, to the best of their knowledge	e, that the information they
49	have provided is true and accurat			
50	*			at and af which chall be
51	This Certification and Acknowledge	<i>gment</i> may be executed simul	taneously or in two or more counterpa	arts, each of which shall be
52	doomed on original but all of s	which together shall constitut	te one and the same instrument. It	le parties agree that this
53	Cartification and Acknowledgme	ent may be transmitted bety	veen them electronically of digitally	. The parties interio that
54	electronically or digitally transmi	itted signatures constitute or	iginal signatures and are binding on	the parties. The original
55	document shall be promptly delive	ered, if requested.		
56				
57	SELLER'S SIGNATURE	8-3/- 202/ DATE		DATE
58	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
59	Stephen A. Yost			
60	Stephen A. Yost			
61	PRINTED		PRINTED	
62				
63				DATE
64	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
65				
66				
67	PRINTED		PRINTED	
68	1 000 01/1/1/	0-31-7021	*	
69	1.	8-01 WY		DATE
70	LICTING DONED	DATE '	SELLING BROKER	DATE

DATE

SELLING BROKER



70

LISTING BROKER

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10131 County Line Road, Sellersburg, IN 47172

(Property Address)

PERMANENT SANITARY SEWER EASEMENT



We, the undersigned, ALFRED F. YOST and JUANITA X YOST, owner of property conveyed at Instrument #200320524, do hereby grant unto TBD, LLC, an Indiana Limited Liability Company, and/or THE TOWN OF SELLERSBURG, their successors and/or assigns a perpetual easement for the purpose of construction, installation, erection, reconstruction, renewal, inspection, repair, removal, replacement and patrolling of a sewer or sewers, over, across, under and through the land of said undersigned, situated in Clark County and Floyd County, Indiana, together with the right of ingress and egress for the above stated purposes:

The easement shall be over and along the following described real estate, to-wit:

THE FOLLOWING IS A LEGAL DESCRIPTION PREPARED THIS 4^{TH} DAY OF JANUARY, 2007, OF REAL PROPERTY BEING PART OF SURVEY #146 OF THE ILLINOIS GRANT, FLOYD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SURVEY #127 AND THE WEST CORNER OF SURVEY #128 ON THE SOUTHERN LINE OF SAID SURVEY #146, THENCE ALONG THE LINE DIVIDING CLARK AND FLOYD COUNTIES NORTH 34 DEG. 53' 04" WEST 743.89 FEET, THENCE PERPENDICULAR TO SAID LINE SOUTH 55 DEG. 06' 56" WEST 112.51 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF THE CSX RAILROAD, THIS BEING THE POINT OF BEGINNING OF A SANITARY SEWER FORCE LINE EASEMENT 15.00 FEET IN EVEN WIDTH WHOSE CENTERLINE IS DESCRIBED AS FOLLOWS: NORTH 82 DEG. 31' 29" EAST 171.05 FEET, NORTH 89 DEG. 05' 19" EAST 96.16 FEET, NORTH 87 DEG. 06' 51" EAST 93.59 FEET, NORTH 85 DEG. 43' 09" EAST 104.13 FEET, NORTH 88 DEG. 22' 35" EAST 104.58 FEET, NORTH 14 DEG. 38' 02" EAST 55.30 FEET TO THE SOUTH LINE OF THAT PROPERTY RECORDED IN INSTRUMENT #200427848, SAID POINT BEING THE TERMINUS OF SAID EASEMENT.

AND ALSO A 20.00 FOOT WIDE TEMPORARY CONSTRUCTION EASMENT IMMEDIATELY NORTH OF THE ABOVE DESCRIBED TRACT.

TBD, LLC and/or THE TOWN OF SELLERSBURG, and their successors and assigns, shall additionally have the right to enter along, over and upon said easement to repair, relocate, service and maintain such sewer, at will, and to make such alterations and improvements in the facilities thereof as may be necessary or useful, as well as the right to remove from the extent of the easement any encroaching trees, buildings or

other obstructions to free and unobstruct the easement.

TBD, LLC and/or THE TOWN OF SELLERSBURG shall further be allowed to assign their interest under this Easement.

The grant and other provisions of this easement shall constitute a covenant running with the land for the exclusive benefit of a sanitary sewer easement, and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have signed this easement, this 23rd day of January, 2007.

Alfred F. Yost

ALFRED F. YOST

PLANTA Z. U ost

VANITA R. YOST

STATE OF INDIANA)

(COUNTY OF __CLARK)

Before me, a Notary Public, in and for said County and State, personally appeared ALFRED F. YOST and JUANITA & YOST and acknowledge the execution of the foregoing as their free and voluntary act and deed for the use and purpose mentioned herein.

WITNESS my hand and seal, this 23Nday of May , 2007.

NOTARY PUBLIC

My Commission Expires:

8-7-2008

Virgil E. Bolly

PRINTED SIGNATURE

Resident of Clark Co., Indiana

THIS INSTRUMENT PREPARED BY: YOUNG, LIND, ENDRES & KRAFT JOHN A. KRAFT, ATTORNEY

JS/TBD/EASEMENTS

