



BID PACKET

SHIVLEY BRICK RANCH ONLINE AUCTION

2223 AMBOY DRIVE
LOUISVILLE, KY 40216

ONLINE BIDDING ENDS

SUNDAY, FEBRUARY 6 @ 6PM

**HARRITT
GROUP** INC.

HARRITGROUP.COM

4704 CORYDON PIKE, NEW ALBANY, IN - 812-944-0217 - 502-592-4000 - INFO@HARRITGROUP.COM



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

2223 AMBOY DRIVE, LOUISVILLE, KY 40216

Bidding Ends Sunday, February 6, 2022

This 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.

BIDDING ONLINE

Proper and complete registration is required. All bidders must provide name, address, phone number, email address, and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

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)*

MANNER OF PAYMENT

A 10% non-refundable down payment of the Contract Purchase Price in the form of cash, check, or wired funds in USD are due within 24 hours 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)*. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email, DocuSign or fax to the Harritt Group within 24 hours of the auction.

CLOSING

All auctions are a cash sale and the balance of the purchase price will be due in 40 calendar days, on or before March 18, 2022. 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.

INSPECTION

Property is being sold "As Is" with no contingencies and no warranties expressed or implied. 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 has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. *Square footage measurements are estimated. Buyers can make their own precise measurements, if needed.*

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 located in Flood Zone X - 0.2 percent-annual-chance (or 5-00 year) flood.*

EVIDENCE OF TITLE

Seller will provide a merchantable title via a deed. The 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. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions, or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations.

SURVEY

Property is being sold *without* a survey. All land measurements are per PVA records.

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 Sheriff and City 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.

POSSESSION

Seller will give possession at closing.

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.

AUCTION END TIME

Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto-extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6 PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

MAXIMUM BID

Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference and will indicate the bidder is "Winning". The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of a bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

MALFUNCTION AND LOSS OF SERVICE

The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserves the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. The bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

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 posted 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 the auction a successful buyer according to the appropriate Broker Participation Agreement and requirements.

PRE-AUCTION SALES

No pre-auction offers. All bidding to be submitted online during the period of *Sunday, January 30 - Sunday, February 6, 2022*.

AGENCY

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

SELLER

Arcella Stevenson Estate

Residential - Auction



List Number: 1604216
Address: 2223 Amboy Dr, Louisville, KY 40216
Area: 01-Dtwn Old Louisville/Shively/West Lou
Sub Area: A
Total Living Area: 1,422
Basement: None
Total # Bedrooms: 3
Disclosure: No
Style: Ranch
Status: Active
School District: Jefferson
Above Grade Finished: 1,422
Total Baths: 1
Sqft - Total Unfin: 0
Nonconform SqFt: 0
Fin: 0
Nonconform SqFt UF: 0
Listing Price: 1
County: Jefferson
Subdivision/Condo: HEATHERFIELDS
Baths - Full: 1
Baths - 1/2: 0
Age: 67
Year Built: 1955
Stories: 1



Open House Info:
 In-Person Open House 01/30/2022 12:00 PM to 2:00 PM
 In-Person Open House 02/03/2022 12:00 PM to 2:00 PM
Directions: I-264 to Exit 8B U.S. 31 Dixie Highway. North 1.3 miles to a left on Farnsley Road. 7/10 mile to right on Fern Lea Road to left on Peaslee Road to left on Amboy Drive. Home on the right.

SHIVELY BRICK RANCH ONLINE AUCTION - BIDDING ENDS SUNDAY, FEBRUARY 6 @ 6PM. Selling online at auction a classic 1950's one level brick ranch style home with rear family room addition, enclosed sunroom, covered deck, replacement windows, equipped eat-in kitchen with knotty pine cabinets, equipped laundry room, and gated detached 2-car garage. Located just two miles NW of the Watterson Expressway off US-31 minutes to schools & shopping. Great opportunity - one owner home - first time on the market! 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, check, or wired funds in USD are due within 24 hours 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 Sunday, January 30, 12PM - 2PM & Thursday, February 3, 12PM - 2PM

Room Name	Level	Width	Length	Remarks
Kitchen	First	13.5	11.9	
Laundry	First	5.11	7.1	
Living Room	First	13.2	17.5	
Full Bathroom	First	7.1	7.1	
Bedroom	First	10.6	10.1	
Bedroom	First	11.5	10.11	
Bedroom	First	11.6	11.6	
Family Room	First	15.3	17.9	
Other	First	9.8	18.1	Sunroom-Not Heated

	(Fin)	(UF)
AG	1,422	0
BG	0	0
NC	0	0
Total	1,422	0
SgFtSrc:	Other	

Basement: None
Construction: Brick; Vinyl
Cooling: Central Air
Exterior: Deck
Foundation: Crawl Space; Poured Concrete
Fencing: Other
Heating: # of HVAC Units: 1; Forced Air; Natural Gas
Lot Description: Level; Sidewalk
Garage/Parking: 2 Car Garage; Detached; Entry Front; Driveway
Roof: Shingle
Utilities: Electricity Connected; Fuel:Natural; Public Sewer; Public Water
M Struct Flood Plain: No

Total # of Rooms: 6	First Floor PBR: Yes	First Floor Laundry: Yes	Laundry Level: 1st	# Closets Level 1: 4	# Fireplaces:
Lot Dimensions: 60 x 135	Lot SF: 8,100	Lot SF Source: PVA	Acres: 0.19	Sold As-Is: Yes	
HOA Fee: No \$0		HOA Y/N: No			
Condo Features:					
Farm Features:					
City Tax: 0	County Tax: 1.1149	Deed Bk: 3359	Pg #: 0419	Block: 1190	Lot: 66 Sub-Lot: 00
, Lic. #	DOM/CDOM: 1/1				
, Lic. #	Listing Date: 01/20/2022				

Information is deemed to be reliable, but is not guaranteed. © 2022 MLS and FBS. DMCA Notice Prepared by Douglas A Harritt on Friday, January 21, 2022 11:34 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.



GREATER LOUISVILLE ASSOCIATION OF REALTORS®, INC. ATTACHMENT TO RESIDENTIAL SALES CONTRACT



Arcella Stevenson Estate (Seller) and (Buyer)

for Property at 2223 Amboy Drive, Louisville, Kentucky 40216

Lead Warning Statement

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 that may place young children at risk of developing lead poisoning.

Sellers Disclosure (initial)

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)
Known lead-based paint and/or lead-based paint hazards are present in the housing: (explain):

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint in the housing.

Buyer's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
(d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
(e) Purchaser has (check one below):
Received a 10-day opportunity (or mutually agreed upon period) to conduct risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Broker Agent has advised Seller of Seller's obligation under the law to complete this form and Seller has refused to do so.

Seller Date / / Buyer Date / /

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge that the information they have provided is true and accurate.

Seller Charles Stevenson Date 9/7/2021 Buyer Date / /

Seller Date / / Buyer Date / /

Agent Douglas Harritt Date 9/7/21 Agent Date / /

HEATHERFIELDS SUBDIVISION

SECTION NO. 2
NORTH SIDE OF FARNSLEY ROAD
DEVELOPERS
U.C. ROCHCO (REALTORS)
ENGINEER
C. ARLEY REG. NO. 4828
SCALE
ONE INCH = 50 FEET

CERTIFICATE OF DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THE FOREGOING PLAN HEREBY ACKNOWLEDGE THE SAME TO BE THE PLAN OF HEATHERFIELDS SUBDIVISION SECTION NO. 2 AND DOES HEREBY DEDICATE TO PUBLIC USE THE ROADS AND DRIVES AS SHOWN HEREON

PUBLIC UTILITY EASEMENT

AN EASEMENT OF PUBLIC UTILITIES IS HEREBY RESERVED ON, OVER, UNDER AND WITHIN THE STRIPS AND SPACES SHOWN THIS PLAN DEFINED AND BOUNDED BY OUTER LINES AND MARKED "EASEMENT" INCLUDING THE RIGHT TO CONSTRUCT PUBLIC UTILITIES AND THE RIGHT TO THE PUBLIC UTILITY COMPANY AND CITY AUTHORITIES TO REMOVE AND TRIM TREES ON SAID EASEMENTS AND THE BRANCHES OF TREES OVERLAPPING THE SAME AND TO DISPOSE OF ANY OTHER OBSTRUCTION THEREON; THE RIGHT THAT IT MAY BE FOR THE PURPOSE OF INSTALLATION, OPERATION AND MAINTENANCE OF SUCH UTILITIES; AND THE RIGHT TO OPEN AND SPACES MARKED "DRIVEWAY".

STATE OF KENTUCKY } JEFFERSON COUNTY } S.S.

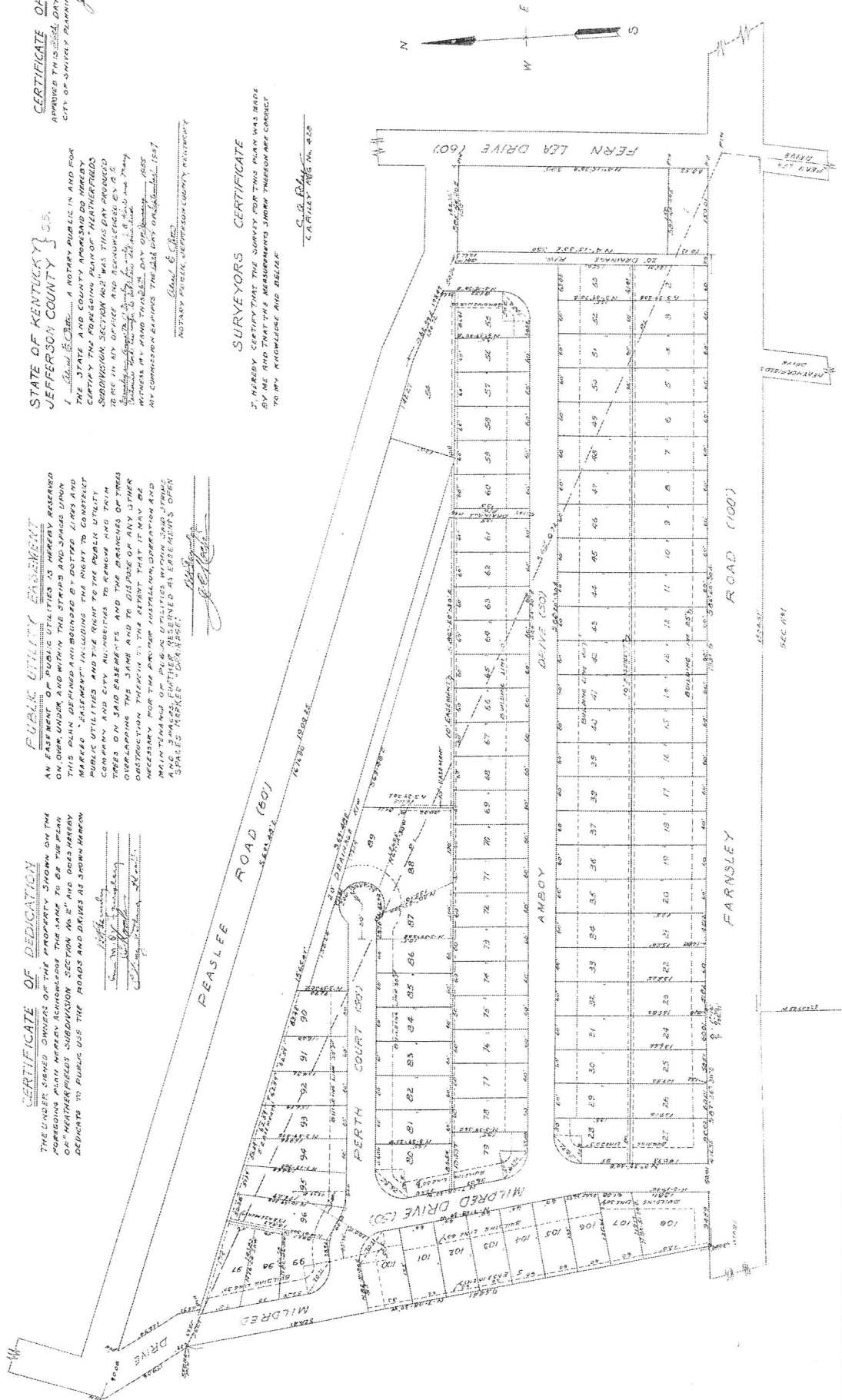
I, Paul E. Reed, a NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID DO HEREBY CERTIFY THE FOREGOING PLAN OF HEATHERFIELDS SUBDIVISION SECTION NO. 2 WAS THIS DAY PREPARED BY ME IN MY OFFICE AND RECORDED IN MY OFFICE BOOK NO. 100 PAGE 100 AND I AM A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID.

Paul E. Reed
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

SURVEYORS CERTIFICATE

I, HEREBY CERTIFY THAT THE SURVEY FOR THIS PLAN WAS MADE BY ME AND THAT THE MEASUREMENTS SHOWN THEREON ARE CORRECT TO MY KNOWLEDGE AND BELIEF.

C. D. RAY
CAPULET AND TR. 4820



CERTIFICATE OF APPROVAL

APPROVED THIS 10th DAY OF January, 1958
CITY OF SURVEY PLANNING AND ZONING COMMISSION

National Flood Hazard Layer FIRMette



85°49'26"W 38°12'26"N

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Legend

- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE)
Zone A, V, A99
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee, See Notes, Zone X
 - Area with Flood Risk due to Levee Zone D

- OTHER AREAS**
- NO SCREEN
 - Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone I
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

- CROSS SECTIONS WITH 1% ANNUAL CHANCE WATER SURFACE ELEVATION**
- 20.2
 - 17.5
 - 8
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

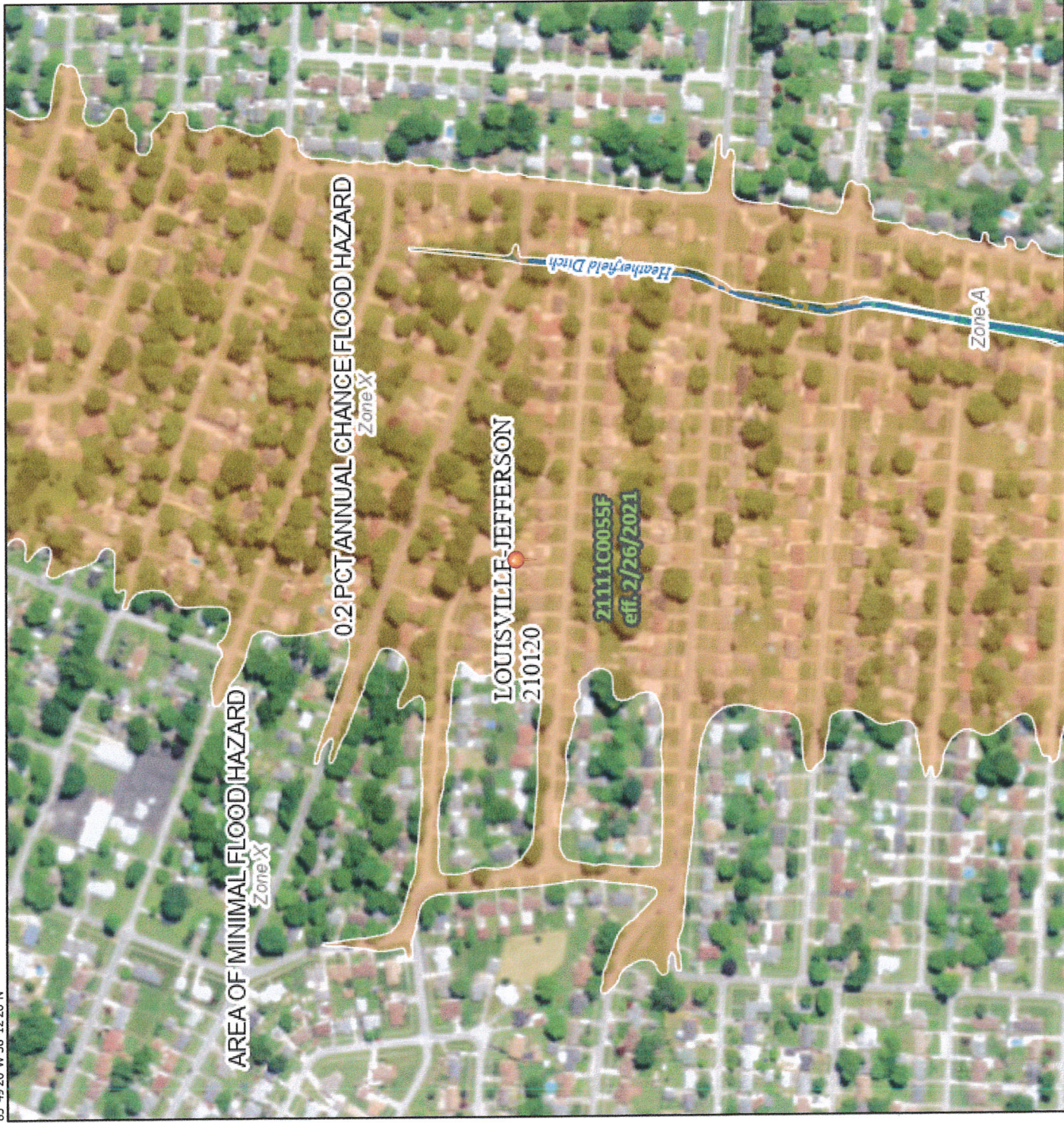
- MAP PANELS**
- Digital Data Available
 - No Digital Data Available
 - Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/17/2022 at 1:17 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



85°48'48"W 38°11'58"N

Feet 0 250 500 1,000 1,500 2,000 1:6,000