



BID PACKET

# SHERWOOD PLACE HOME ONLINE AUCTION

**918 BROOKWOOD DRIVE  
NEW ALBANY, IN 47150**

ONLINE BIDDING ENDS

**WEDNESDAY, FEBRUARY 16 @ 2PM**

**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**

**918 BROOKWOOD DRIVE, NEW ALBANY, IN 47150**

**Bidding Ends Wednesday, February 16, 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 28, 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 not in a flood zone.*

**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 courthouse 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 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 Wednesday, February 9 through Wednesday, February 16, 2022.

**AGENCY**

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

**SELLER**

Mildred Lyskowinski

## Client Detail

### 918 Brookwood Drive, New Albany, IN 47150

Listing #: **202206685**

Total Finished Sqft: **2,066**

Above Grade Finished Sqft: **1,416**

**\$0**

Active (02/02/22)



Prop Type:	<b>Residential/Farm</b>	SubType:	<b>Residential</b>
County:	<b>Floyd</b>	Township:	<b>New Albany</b>
Subdivision:	<b>Yes</b>	School Dst:	<b>New Albany-Floyd Cty</b>
Subdiv Nm:	<b>Sherwood Place</b>	Parcel#:	<b>220506200646000008</b>
Beds:	<b>3</b>	Lot Sz:	<b>0.34 / 14,810</b>
Baths:	<b>3 (1 2)</b>	Lot Size Src:	<b>Assessor</b>
Abv Grd SF:	<b>1,416</b>	Lot Dim:	<b>95' x 120'</b>
Tot Fin SF:	<b>2,066</b>	Year Built:	<b>1964</b>
New Const:	<b>No</b>	Annual Tax:	<b>1,379</b>
Home Warranty:		Tax Year:	<b>2020/2021</b>
Land Assess:	<b>29,000</b>	DOM:	<b>0</b>
Improvements:	<b>118,600</b>	HOA \$:	<b>/</b>
Total Assess:	<b>147,600</b>		
Directions:	<b>I-265 to Charlestown Road Exit #4. South 3/4 mile to right on Mt. Tabor Road. West 1/2 mile to left at a 4-way stop onto Klerner Lane. Continue 0.4 mile to right on Sherwood Drive to left on Norwood Drive to right on Brookwood Drive. Home on left.</b>		

Legal:	<b>Plat 761, Lot 16, No 62 Illinois Grant</b>	
Tot Deductions:	<b>\$94,910</b>	<u>Deduction Type</u> <u>Comment</u>
	Veterans	\$14,000
	Homestead Standard	\$45,000

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### Remarks

**SHERWOOD PLACE HOME ONLINE AUCTION - BIDDING ENDS WEDNESDAY, FEBRUARY 16 @ 2PM** Selling online a custom one-owner 1960's three-bedroom brick ranch with full partially finished basement and two-car garage adjacent with gated access to Millerwood Park. Home features two fireplaces, equipped laundry, replacement windows, enclosed glassed-in back porch connecting the house to the attached two-car garage with a fenced back yard overlooking neighborhood city park green space with mature trees. Conveniently located just 2 miles southwest of I-265 off Klerner Lane. First time on the market - ready to make it yours! 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 Tuesday, February 8, 4PM - 6PM & Tuesday, February 15, 4PM - 6PM Or contact us for a private showing.

### Amenities

Type:	<b>1 Story</b>	Foundation:	<b>Poured Concrete</b>
Zoning:	<b>Residential</b>	Basement:	<b>Yes</b>
Construction:	<b>Existing</b>	Basement Type:	<b>Full, Partially Finished</b>
Outbuildings:		Laundry:	<b>Yes</b>
# Fireplaces:	<b>2</b>	Laundry Location:	<b>Basement</b>
Roof Type:	<b>Shingle</b>	Laundry Type:	<b>Other</b>
Appliances:	<b>Clothes Dryer, Clothes Washer, Dishwasher, Garage Door Opener, Microwave, Range / Oven</b>		
Lot Description:	<b>Park-like View</b>		
Exterior Type:	<b>Brick Over Frame</b>		
Exterior Feat:	<b>Enclosed Porch, Fenced Yard, Solid Surface Drive, Thermopane windows</b>		
Interior Feat:	<b>1st Floor Master, Bath 1/2 Master, Built-in Bookcase, Ceramic Bath, Eat-in Kitchen, Family Room, Formal Dining Rm, Natural Wood Trim</b>		
Road Type:	<b>Paved</b>		

### Measurements

Above Grade Finished:	<b>1,416.0</b>	Nonconform Finished:	<b>0.0</b>
Above Grade Unfinish:	<b>0.0</b>	Nonconform Unfinish:	<b>0.0</b>
Below Grade Finished:	<b>650.0</b>	TFLS:	<b>2,066</b>
Below Grade Unfinish:	<b>766.0</b>		

### Room Sizes & Levels

Total Rooms: **6**      Garage: **Y**      Garage Size: **21 x 24**      Garage Type: **Attached, Front Entry**      Garage Spaces: **2**

<u>Type</u>	<u>Dimension</u>	<u>Level</u>	<u>Flooring</u>	<u>Description</u>
Living Room	22.10 x 13.4	1st Floor	Carpet	
Dining Room	10.6 x 10.9	1st Floor	Carpet	
Kitchen	16.7 x 11.4	1st Floor	Tile	
Bathroom Half	7.5 x 5.4	1st Floor	Tile	
Main Bedroom	11.10 x 13.2	1st Floor	Carpet	
Bedroom	11.6 x 12.2	1st Floor	Carpet	
Bedroom	11.2 x 9.8	1st Floor	Carpet	
Bathroom Full	7.5 x 8.8	1st Floor	Tile	
Bathroom Half		LL/Basement	Other	Concrete Floor

**Utilities**

Water Heater: **Natural Gas**  
Water Type: **Public Onsite**  
Natural Water:  
Sewer Type: **Sewer**

Heat Type: **Forced Air**  
Cooling Type: **Central Air**  
Fuel Type: **Nat Gas**

**General Information**

Possession: **At Closing**  
Flood: **No**  
Seller Will Lease: **No**

Covenants & Restr: **Yes**  
Sign: **Yes**  
Terms: **No**

All information deemed reliable but not guaranteed.

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

General Information

Parcel Number 22-05-06-200-646.000-008
Local Parcel Number 0085210083

Tax ID:

Routing Number 05-06-240-142

Property Class 510
1 Family Dwell - Platted Lot

Year: 2021

Location Information

County Floyd
Township NEW ALBANY TOWNSHIP
District 008 (Local 008 )
School Corp 2400
Neighborhood 5062401-008
Oakwood Estates Area

Section/Plat

Location Address (1)
918 BROOKWOOD Dr
NEW ALBANY, IN 47150

Zoning

Subdivision

Lot

Market Model

5062401-008 - Residential

Characteristics

Topography Level
Public Utilities All
Streets or Roads Paved
Neighborhood Life Cycle Stage Improving

Ownership

Date 01/01/1900
Owner Lyskowski, Charles & Mildred

Legal

P 761 L16 .34 Ac. 62 ILL Grant

Transfer of Ownership

Doc ID 0
Code WD
Book/Page /
Adj Sale Price \$0



Valuation Records (Work in Progress values are not certified values and are subject to change)

Table with columns: Assessment Year (2021, 2020, 2019, 2018), Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3). Includes values for land, improvements, and total valuations.

Land Data (Standard Depth: Res 120', CI 120' Base Lot; Res 100' X 120', CI 100' X 120')

Table with columns: Land Pricing Soil Type, Act Front, Size Factor, Rate, Adj. Rate, Ext. Value, Infl. % Elig, Res Market Factor, Value. Shows pricing factors and market values.

Land Computations

Calculated Acreage 0.26
Actual Frontage 95
Developer Discount
Parcel Acreage 0.34
81 Legal Drain NV 0.00
82 Public Roads NV 0.00
83 UT Towers NV 0.00
9 Homesite 0.00
91/92 Acres 0.00
Total Acres Farmland 0.34
Farmland Value \$0
Measured Acreage 0.00
Avg Farmland Value/Acre 0.0
Value of Farmland \$0
Classified Total \$0
Farm / Classified Value \$0
Homesite(s) Value \$0
91/92 Value \$0
Supp. Page Land Value \$29,000
CAP 1 Value \$0
CAP 2 Value \$0
CAP 3 Value \$0
Total Value \$29,000



**General Information**  
 Occupancy Single-Family  
 Description Single-Family R 01  
 Story Height 1  
 Style 11 Story Conventional  
 Finished Area 1416 sqft  
 Make

**Floor Finish**  
 Earth  
 Slab  
 Carpet  
 Sub & Joint  
 Wood  
 Parquet

**Wall Finish**  
 Plaster/Drywall  
 Paneling  
 Fiberboard  
 Unfinished  
 Other

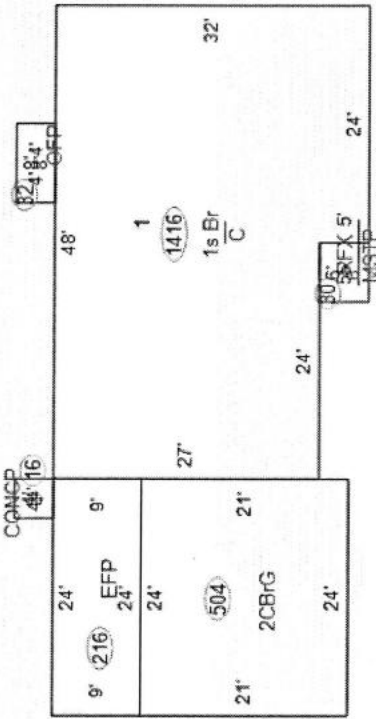
**Roofing**  
 Built-Up  
 Asphalt  
 Metal  
 Wood Shingle  
 Slate  
 Tile  
 Other

**Exterior Features**  
 Description Area Value  
 Porch, Enclosed Frame 216 \$10,300  
 Patio, Concrete 16 \$200  
 Porch, Open Frame 32 \$2,500  
 Scoop, Masonry 30 \$1,400  
 Canopy, Roof Extension 30 \$600

**Plumbing**  
 # TF  
 Full Bath 1 3  
 Half Bath 1 2  
 Kitchen Sinks 1 1  
 Water Heaters 1 1  
 Add Fixtures 0 0  
 Total 4 7

**Accommodations**  
 Bedrooms 3  
 Living Rooms 0  
 Dining Rooms 0  
 Family Rooms 0  
 Total Rooms 6

**Heat Type**  
 Central Warm Air



**Cost Ladder**

Floor Constr	Base	Finish	Value	Totals
1	1416	1416	\$100,200	
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt				
Crawl	1416	0	\$6,400	
Slab				

**Adjustments**  
 Unfin Int (-)  
 Ex Liv Units (+)  
 Rec Room (+)  
 Loft (+)  
 Fireplace (+)  
 No Heating (-)  
 A/C (+)  
 No Elec (-)  
 Plumbing (+/-)  
 Spec Plumb (+)  
 Elevator (+)

**Total Base** \$106,600  
**1 Row Type Adj. x 1.00** \$106,600  
 \$0  
 \$0  
 \$0  
 \$0  
 \$4,300  
 \$0  
 \$3,200  
 \$0  
 \$1,600  
 \$0  
 \$0

**Sub-Total, One Unit** \$115,700  
**Sub-Total, 1 Units** \$15,000  
 \$14,100  
 Quality and Design Factor (Grade) 1.00  
 Location Multiplier  
**Replacement Cost** \$131,768

**Specialty Plumbing**

Description	Count	Value

**Summary of Improvements**

Description	Res Eligbl	Story Height	Construction	Grade	Year Built	Eff Age	Eff Co nd	Base Rate	LCM	Adj Rate	RCN	Size	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mkrt	Improv Value	
1: Single-Family R 01	100%	1	Brick	C	1964	1964	57 A	0.91			\$131,768	1,416 sqft	40%	\$79,060	0%	100%	1.0000	1.5000	\$118,600

FLOYD COUNTY, INDIANA  
SECOND ADDITION  
**SHERWOOD PLACE**  
PLAT NO. 761

Scale: 1" = 100'

**DESCRIPTION**  
Being a part of No. 62 Illinois Grant, Floyd County, Indiana: more fully described as follows: Commencing at a stone at the corner of No. 62 Illinois Grant, running thence South 48° 42' West along the line dividing No. 44 and No. 62 Illinois Grant, 1751.5 ft to a point in said Grant line, said point being the southwest corner of Plot No. 710, running thence North 41° 18' West along the line of Plot No. 710 a distance of 120.0 ft to the south line of Brookwood Drive, the true place of beginning of the tract to be herein described; thence South 48° 42' West 41° 18' West along the west line of Plot No. 710, 992.0 ft; thence South 48° 42' West 123.0 ft; thence South 48° 42' East 117.17 ft; thence North 48° 42' East 152.63 ft; place of beginning.  
Excepting therefrom: Lot No. 9 of Block No. 6 and Lot No. 1 and Lot No. 10 of Block No. 7 containing 26.9 Acres more or less

**OWNERS DEDICATION**

We, the undersigned, owners of the within plat, hereby make and declare this subdivision to be a subdivision of the real estate described above. The streets shown are hereby dedicated to the public for highway purposes.

STATE OF INDIANA S.S.  
COUNTY OF FLOYD

Before me, a Notary Public, in and for said state of Indiana and county, personally appeared before me, on this 23rd day of July, 1962, and acknowledged the execution of the foregoing Affidavit.

My commission expires: July 2, 1962 *Ray Rogers*

**PROTECTIVE COVENANTS**

- All lots in this plat shall be known and described as residential lots.
- Only one residential dwelling unit shall be permitted upon each lot.
- Any building shall be located nearer to the front lot line or side division line than the building line shown, nor nearer than 10 ft. to the side line between lots.
- All buildings on each lot are to have connecting roofs.
- No outside walls of buildings are to be of concrete or similar blocks.
- Forty percent of all exterior walls are to be either brick or stone.
- No dwelling shall be permitted on any lot of this plat whose ground floor area of the main structure, exclusive of the porch, open porches and garages, is less than 900 square feet.
- All plans must be approved by the subdivision owners.
- All fences are to be of wire or hedge, except posts, and none are to extend in front of the rear line of the buildings.
- No trailer, basement, tent, shack, barn or other outbuilding erected on any lot shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a residence, temporarily or permanently, be used at any time as a residence, temporarily or permanently.
- The covenants, conditions and restrictions herein contained shall run with all lot conditions of lots of this plat, and shall be binding on all owners of any lot thereof, successors, administrators and assigns. In event of any violation of any of these restrictions, title would revert to the grantor, subject to any outstanding valid claim or mortgage.

**ENGINEER'S CERTIFICATE**

I, the undersigned, a professional engineer duly licensed by the State of Indiana, hereby certify that I have made the survey of the above described tract and subdivided it into lots as shown.

ROBERT E. CAMPBELL  
Civil Engineer



**ENTERED FOR TAXATION**

This 24th day of April 1962

*Harold Perry*  
Township Assessor  
FLOYD COUNTY, INDIANA

**FILED AND RECORDED**

This 23rd day of July 1962 at 11:47 A.M.

*Joseph J. Treakey*  
Recorder  
FLOYD COUNTY, INDIANA

**APPROVED**

This 23rd day of July 1962

Pres: *W. H. Jackson*  
W. H. JACKSON

Attest: *H. L. Rogers*  
H. L. ROGERS

PLANNING & ZONING COMMISSION  
NEW ALBANY, INDIANA

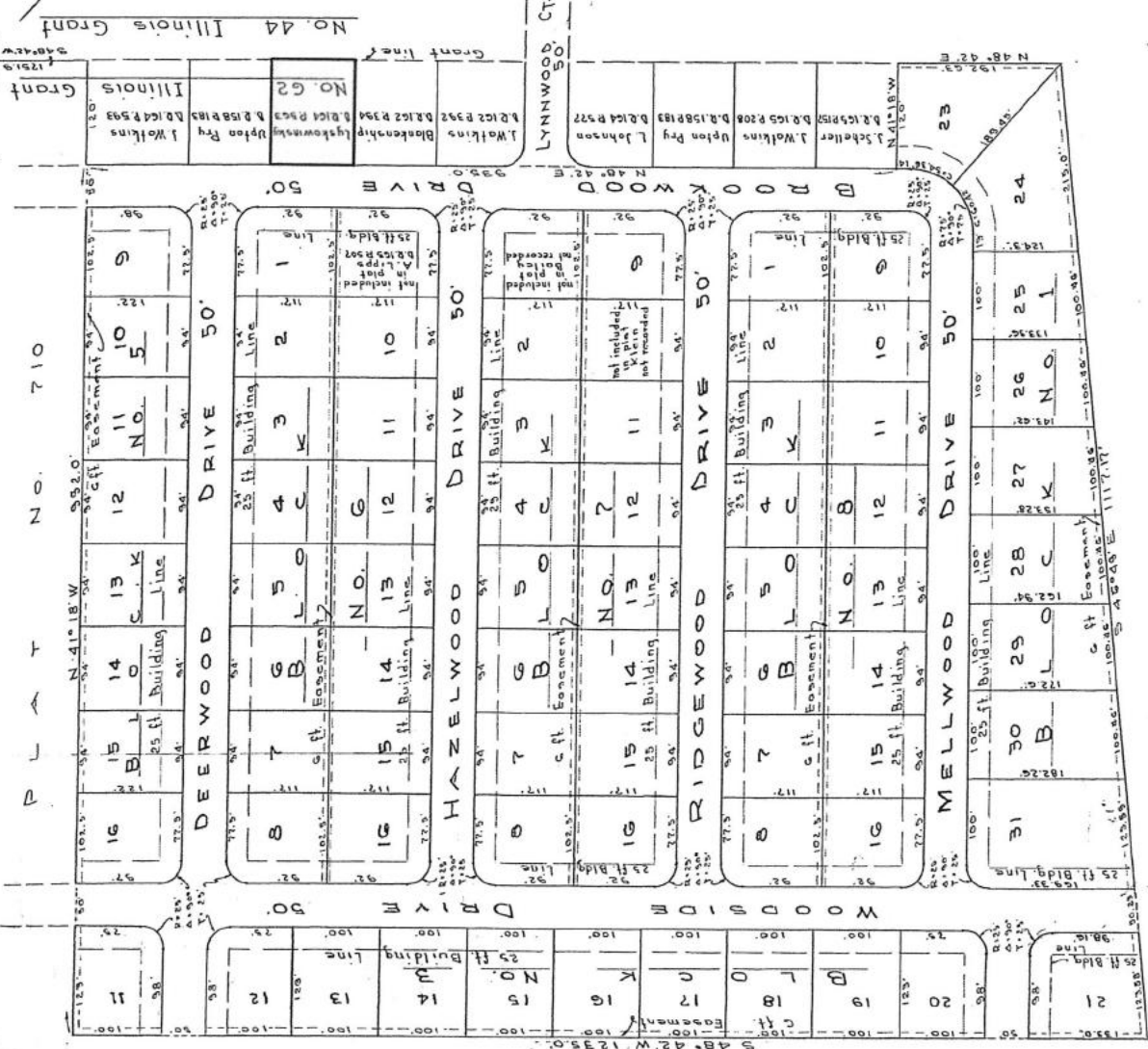
**APPROVED**

This 23rd day of July 1962

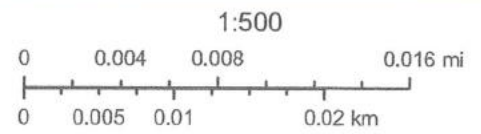
City Controller: *Frank Braxton*  
FRANK BRAXTON

City Attorney: *Raymond Goodwin*  
RAYMOND GOODWIN

City Engineer: *Cliff G. Sorely*  
CLIFF G. SORELY  
BOARD OF PUBLIC WORKS & SANITARY  
NEW ALBANY, INDIANA



918 Brookwood Drive, New Albany, IN 47150





# SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

1/16/22

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

918 Brookwood Dr, New Albany, IN 47150

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	X				Cistern	X				
Clothes Dryer			X		Septic Field/Bed	X				
Clothes Washer			X		Hot Tub	X				
Dishwasher			X		Plumbing			X		
Disposal	X				Aerator System	X				
Freezer	X				Sump Pump	X				
Gas Grill	X				Irrigation Systems	X				
Hood			X		Water Heater/Electric	X				
Microwave Oven			X		Water Heater/Gas			X		
Oven			X		Water Heater/Solar	X				
Range			X		Water Purifier	X				
Refrigerator	X				Water Softener	X				
Room Air Conditioner(s)	X				Well	X				
Trash Compactor	X				Septic and Holding Tank/Septic Mound	X				
TV Antenna/Dish	X				Geothermal and Heat Pump	X				
Other:					Other Sewer System (Explain)	X				
					Swimming Pool & Pool Equipment	X				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			X		
					Are the structures connected to a public sewer system?			X		
					Are there any additions that may require improvements to the sewage disposal system?				X	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?				X	
					Are the improvements connected to a private/community sewer system?				X	
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	X				Attic Fan	X				
Burglar Alarm	X				Central Air Conditioning			X		
Ceiling Fan(s)	X				Hot Water Heat	X				
Garage Door Opener / Controls			X		Furnace Heat/Gas			X		
Inside Telephone Wiring and Blocks/Jacks			X		Furnace Heat/Electric	X				
Intercom	X				Solar House-Heating	X				
Light Fixtures			X		Woodburning Stove	X				
Sauna	X				Fireplace			X		
Smoke/Fire Alarm(s)			X		Fireplace Insert	X				
Switches and Outlets			X		Air Cleaner	X				
Vent Fan(s)			X		Humidifier	X				
60/100/200 Amp Service (Circle one)				X	Propane Tank	X				
Generator	X				Other Heating Source	X				

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<i>[Signature]</i> POA	1/16/22		
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------

Property address (number and street, city, state, and ZIP code)

918 Brookwood Dr, New Albany, IN 47150

2. ROOF				4. OTHER DISCLOSURES			
	YES	NO	DO NOT KNOW		YES	NO	DO NOT KNOW
Age, if known	Years.			Do structures have aluminum wiring?		X	
Does the roof leak?		X		Are there any foundation problems with the structures?		X	
Is there present damage to the roof?			X	Are there any encroachments?		X	
Is there more than one layer of shingles on the house?		X		Are there any violations of zoning, building codes, or restrictive covenants?			X
If yes, how many layers?				Is the present use of non-conforming use? Explain:			X ?
3. HAZARDOUS CONDITIONS				Is the access to your property via a private road?		X	
	YES	NO	DO NOT KNOW	Is the access to your property via a public road?	X		
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			X	Is the access to your property via an easement?			X
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		X		Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		X	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		X		Are there any structural problems with the building?		X	
Explain:				Have any substantial additions or alterations been made without a required building permit?		X	
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> (Use additional pages, if necessary)				Are there moisture and/or water problems in the basement, crawl space area, or any other area?			X
				Is there any damage due to wind, flood, termites, or rodents?			X
				Have any structures been treated for wood destroying insects?	X		
				Are the furnace/woodstove/chimney/flue all in working order?	X		
				Is the property in a flood plain?			X
				Do you currently pay for flood insurance?		X	
				Does the property contain underground storage tank(s)?		X	
				Is the homeowner a licensed real estate salesperson or broker?		X	
				Is there any threatened or existing litigation regarding the property?		X	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?			X
				Is the property located within one (1) mile of an airport?		X	

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Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<i>[Signature]</i> POA	11/16/22		
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<b>The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.</b>			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.





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®

PROPERTY ADDRESS: 918 Brookwood Dr, New Albany, IN 47150

LEAD WARNING STATEMENT

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, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant 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: (check (i) or (ii) below)

- (i) [ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
(ii) [X] 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 (i) or (ii) below)

- (i) [ ] 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 (list and attach documents below):
(ii) [X] 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 copies of all information listed above.
(d.) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
(e.) Buyer has (check (i) or (ii) below):
(i) [ ] received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
OR
(ii) [X] waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT (initial)

(f.) [Signature] 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.)

918 Brookwood Dr, New Albany, IN 47150

(Property Address)

47 **CERTIFICATION OF ACCURACY**

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

50  
51 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be  
52 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this  
53 *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that  
54 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
55 document shall be promptly delivered, if requested.

56  
57  1/16/21  
58 \_\_\_\_\_ SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

59 STEVE LYSKOWINSKI P.O.A.  
60 \_\_\_\_\_ PRINTED PRINTED

61  
62  
63  
64 \_\_\_\_\_ SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

65  
66  
67 \_\_\_\_\_ PRINTED PRINTED

68  
69   
70 \_\_\_\_\_ LISTING BROKER DATE \_\_\_\_\_ SELLING BROKER DATE



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**Form #37. Copyright IAR 2021**



918 Brookwood Dr, New Albany, IN 47150

(Property Address)