

BID PACKET

COURT ORDERED FLOYD COUNTY HOME ONLINE AUCTION

847 BAYLOR WISSMAN ROAD LANESVILLE, IN 47136

ONLINE BIDDING ENDS -

MONDAY, FEBRUARY 28 @ 2PM





COURT ORDERED REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS 847 Baylor Wissman Road, Lanesville, IN 47136 Bidding Ends Monday, February 28, 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 30 calendar days, on or before March 30, 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. The property is in need of restoration with visible structural defects and will be sold in as-found condition with remaining contents included. *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

Buyer to assume taxes Spring 2021 taxes due and payable Spring 2022 and all taxes thereafter. All taxes that have accrued prior to 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. 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 *Monday, February 21, 2022 through Monday, February 28, 2022.*

AGENCY

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

SELLER

Alieene Sue Shaw

PETITIONER

J. Scott Waters, IV Waters, Tyler, Hofmann & Scott, LLC

COURT ORDER

Selling per order by the Honorable Judge J. Terrance Cody of the Circuit Court of Floyd County, Indiana. Case No. 22C01-2110-GM-005

847 Baylor Wissman Road, Lanesville, IN 47136

Listing #: 202206940 Total Finished Sqft: 1,680 Above Grade Finished SqFt: 1,680

Active (02/16/22)

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1



SubType: Residential Prop Type: Residential/Farm Township: Georgetown County: Floyd **New Albany-Floyd Cty** Subdivision: School Dst: No 220200400011000002 Parcel#: Subdiv Nm: Lot Sz: 1.04 / 45,302 Beds: 3 Lot Size Src: Assessor Baths: 1 (10) Abv Grd SF: Lot Dim: 110 x 398 1,680 Year Built: 1965 Tot Fin SF: 1,680 Annual Tax: 922 New Const: No Tax Year: 2020/2021 Home Warranty: No 47,700 DOM: Land Assess: 120,200 HOA \$: Improvements:

167,900 Total Assess:

Directions:

I-64 to Georgetown Edwardsville Exit 118. West 1/2 mile on IN-62 to right on Corydon Ridge Rd. Continue 2.7 miles to right on Baylor Wissman Rd. Home 2/10 mile on left or West 2.6 miles on IN-64 to left on Baylor

Wissman Rd. Home 1.5 miles on right.

SE 1/4 Section 4, Township 3, Range 5, 1.043 Acre Legal:

\$102,165Deduction Type Tot Deductions: Comment \$3,000

Mortgage Supplemental Homestd \$41,685

Remarks

COURT ORDERED FLOYD COUNTY HOME ONLINE AUCTION - BIDDING ENDS MONDAY, FEBRUARY 28 @ 2PM Attention Investors, Flippers & Homeowners! A 1680 sq. ft. ranch with detached two-story garage with partially finished loft and carport on one acre located 2/10 mile north of Corydon Ridge Road near Old Salem Road. Property in need of renovation with visible structural defects and will be sold in as-found condition with remaining contents included. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS A nonrefundable 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 30 days for clear title. Buyer to assume Spring 2021 due Spring 2022 real estate taxes. Possession at closing. Selling as is without contingencies, all inspections welcomed before the auction. Electric is currently shut off at the breaker box, water is disconnected, no records available for septic system. See full details in the Auction Bid Packet. Selling per order by the honorable Judge J. Terrance Cody of the Circuit Court of Floyd County, Indiana - Case No. 22C01-2110-GM-005. OPEN INSPECTION Monday, February 21, 4PM - 6PM, Monday, February 28, 11AM - 1PM or contact us for a private showing

Amenities

Crawl Space Foundation: 1 Story Type:

Basement Type: Cellar, Crawl Space Basement: No Zoning: Residential Laundry Location: Laundry: No Construction: Existing

Laundry Type: Outbuildings: Garage

110 Road Frontage: # Fireplaces: Fireplace: Roof Type: Shingle

Exterior Type: Vinyl Siding Built-in Bookcase, Ceiling Fan(s), Eat-in Kitchen, Family Room Interior Feat:

Road Type:

Measurements

Nonconform Finished: 0.0 Above Grade Finished: 1,680.0 0.0 Nonconform Unfinish: Above Grade Unfinish: 0.0 TFLS: 1,680 Below Grade Finished: 0.0 Below Grade Unfinish: 0.0

Room Sizes & Levels

13.4 x 11

11 x 13.6

7 x 13.8

Garage Type: Carport, Garage Spaces: 1 Total Rooms: 7 Garage: Y Garage Size: 36 x 26 **Detached, Front Entry**

<u>Type</u> Living Room	Dimension 29.6 x 13	<u>Level</u> 1st Floor	<u>Flooring</u>	Description
Kitchen	13.6 x 13.6	1st Floor		
Family Room	18.4 x 13.9	1st Floor		
Bedroom	9.6 x 11	1st Floor		

1st Floor

1st Floor

1st Floor

Utilities

Bedroom

Bedroom

Other

Electric Water Heater: Water Type: **Public Onsite** Heat Type: Radiant Window A/C Unit(s) Cooling Type:

Natural Water: Sewer Type:

Unknown

Fuel Type:

Electric

General Information

Possession:

At Closing

Flood: Seller Will Lease:

No No

Sign:

Unknown

Terms:

Covenants & Restr:

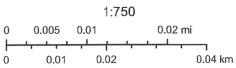
Yes No

All information deemed reliable but not guaranteed.

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

847 Baylor Wissman Road, Lanesville, IN 47136





22-62-06-409-011.000-002 General Information	Shaw, Alieene Sue Owners	ne Sue Ownership	847 E	AYLOR-W	847 BAYLOR-WISSMAN RD	ransfe	511, 1 Family Dwell - Unplatted (0 to 9.9 nsfer of Ownership	/ Dwell -	Unplatted	(0 to 9.9	Georgetown Homesite Notes	1/4
Parcel Number	Shaw, Alieene Sue	0	Date	_	ler	_	Doc ID Code		Book/Page Adj Sale Price	Price V/I	6/25/2018 22Q1: 2018 BF FIELD REVIEW AND DATA COLLECTION.	Ω
ZZ-0Z-00-400-0 1.000-00Z	Lanesville, IN 47136	36 36	03/01/2012		Shaw, Alieene Sue	Per		•	,	20	9/1/2015 18Q1: 1ST 1/4 OF 2018 RE: 15PAY16	16
COCAL Parcel Mulliber			08/17/1994						•	0,5	SB	
Tax ID:			08/17/1994			n		D-21/9153	153	09 6	9/1/2015 COMB: COMB	·
		Legal			SHAW,. & AILEEN				,		ZZUZU040003400000Z COMBINED ON I O I HI PARCEL SB	n N
Routing Number 02-00-400-015	SE 1/4 4-3-5 .50 Ac. / SE 1/4 4-3-5 .0.413Ac (22-02-00-400-034.000-	SE 1/4 4-3-5.50 Ac. / SE 1/4 4-3-5.13 Ac #39 & SE 1/4 4-3-5 0.413Ac #38 (22-02-00-400-034.000-002)	01/01/1900	1900 1900 175/234	234		o w			000	10/17/12	
Property Class 511 1 Family Dwell - Unplatted (0 to 9 9							Res					
Year: 2021	Val	uation Records (Work In Frog	Ork In Pre	Miles ************************************	ess values are not certified values	tiffed valu		and are subject to change	ehange)	2040		
Location information	WIP	Reason For Change	ge	202 A	7	AA AA	AA A		Misc	Misc		
County	11/01/2021	As Of Date	,	01/01/2021	01/01/2020		06/25/2019	02/15/2019	2019	02/15/2019		
Township	Indiana Cost Mod	Valuation Method		Indiana Cost Mod	Indiana Cost Mod		Indiana Cost Mod	Indiana Cost Mod		Indiana Cost Mod		
GEORGETOWN TOWNSHIP		Notice Required	5	>		2	Σ		>	>		
District 002 (Local 002) GEORGETOWN TOWNSHIP	\$47,700	Land Res (1)		\$47,700	\$47,700	 0	\$47,700	\$47	\$47,700	\$47,700		
School Corp 2400	0\$	Land Non Res (2)		\$000	0\$ 00\$	\$0	0\$	· ·	\$000	000		
NEW ALBANY-FLOYD COUNTY C	\$120,200	Improvement		\$120,200	\$109,900	***************************************	\$111,200	\$94	\$94,200	\$95,400		
Neighborhood 2000100-002 Georgefown Homesite	\$117,300	Imp Res (1) Imp Non Res (2)		\$117,300	\$107,30		\$108,600	\$91	006	\$93,100		
Society	\$2,900	Imp Non Res (3)		\$2,900	\$2,600		\$2,600	\$2	\$2,300	\$2,300		
3ection Flat 4	\$167,900 \$164,100	Total Total Res (1)		\$167,900 \$164,100	\$157,600 \$154,100		\$158,900 \$155,400	\$141,900 \$138.700	006	\$143,100 \$139,900	Land Computations	
Location Address (1)	\$0	Total Non Res (2)		\$0			\$0		\$0	\$0	Calculated Acreage	1.04
847 BAYLOR-WISSMAN RD	\$3,800	Total Non Res (3)		\$3,800	\$3,5				\$3,200	\$3,200	Actual Frontage	0
GEORGELOWN, IN 47122		Land	randard D	eptin: Res 120',	CI 120:	Sase Lot:	2	C 0 X 0 D			Developer Discount	
Zoning	Land Pricing So Type Method ID	Soil Act ID Front.	Size	Factor	Rate	Adj. Rate	Ext. Infl. %	.% Eliq %	s Market % Factor	Value		1.04
,			1.0000	1.00	\$46,800			0% 100%		\$46,800	81 Legal Drain NV	0.00
Subdivision	91 A	0	0.0430	3.00				%0 %0		\$910	62 Fublic Roads INV 83 LT Towers NV	00.00
											9 Homesite	1.00
Lot											91/92 Acres	0.04
											Total Acres Farmland	0.00
Market Model 2000100-002 - Residential											Farmland Value	\$0
Collection Calculation											Measured Acreage	0.0
rap											Value of Farmland	\$ 09
											Classified Total	\$0
Public Utilities ERA											Farm / Classifed Value	\$0
											Value \$40	\$46,800
Streets of Roads IIF Paved												2800
Neighborhood Life Cycle Stage											Supp. Page Land value	\$46 800
Static												\$0
α,			;	0,000	Ĺ			0,00,00,1			0	\$300
Keview Group 2019	Data Source Ex	External Only C	Collector	07/02/2018	H		Appraiser 07/02/2018	& LUZ/Z0/7	Ä		Total Value \$4:	\$47,700

							Ø	ummany o	í Impre	vernents								
Description	Res Eligibl	Story Height	Res Story Construction Grade ligibl Height		Year Built	Eff Year	Eff Co Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn PC P	PC Nbhd	Mrkt	Improv Value
1: Single-Family R 01	100%	_	2/6 Masonry	O	C 1965		43 A		0.91		1,680 sqft	\$104,195	30%	\$72,940	0% 10	00% 1.000		\$103,600
2: Car Shed R 01	%0	-		٥	1983	1983	38 G	\$10.10	0.91	\$10.10	14'x26'	\$2,676	20%	\$1,340	0% 10	00001 %00	0 1.4200	\$1,900
3: CONCP R	%0	-		۵	1975	1975	46 A		0.91		320 sqft	\$1,165	40%	\$700	0% 10	00001 %00		\$1,000
4: Detached Garage R 01	100%	-	Wood Frame	۵	D 1974	1974	47 F	\$23.66	0.91	\$28.30	26'x36'	\$19,284	%09	\$9,640	0% 10	00% 1.0000		\$13,700

\$104,195

Replacement Cost

Location Multiplier

\$114,500

\$

Exterior Features (+) Garages (+) 0 sqft

Quality and Design Factor (Grade)



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®

2	PROP	ERTY	ADDRESS: 847 Baylor Wissman Rd, Lanesville, IN 47136				
3 4 5 6 7 8 9 10 11 12 13 14		Every such poiso reduce pregression le know prior	NING STATEMENT by buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that property may present exposure to lead from lead-based paint that may place young children at risk of developing lead prints. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities are intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to mant women. The seller of any interest in residential real property is required to provide the buyer with any information and based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any relead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended to purchase. DISCLOSURE				
15	(a.) Pre	esenc	e of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)				
16 17 18	(i)		Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):				
19 20 21	(ii)	X	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.				
22 23 24 25 26 27	(b.) Red (i)	cords	and reports available to the seller: (check (i) or (ii) below) 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):				
28 29 30	(ii)	X	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.				
31	BUYER	'S AC	CKNOWLEDGEMENT (initial)				
32	(c.) Buyer has received copies of all information listed above.						
33	(d.)		Buyer has received the pamphlet Protect Your Family From Lead In Your Home.				
34 35 36 37	(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						
38 39	(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.				
40 41 42 43 44	BROKE (F.) of	R'S A	ACKNOWLEDGMENT (initial) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act 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.)				
45 46			847 Baylor Wissman Rd, Lanesville, IN 47136				
			(Property Address)				
			(Floperty Address)				

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

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

) 7	John S. Waters	2/15/2022		
}	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
))	J. Scott Waters, IV, Petitioner			
	PRINTED		PRINTED	
	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
	POWER			
<	PRINTED ALL		PRINTED	
	Las Jar Name	2-15-2022		
	LISTING BROKER	DATE	SELLING BROKER	DATE



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Form #37. Copyright IAR 2021



847 Baylor Wissman Rd, Lanesville, IN 47136

(Property Address)

Reports of Complaint

Floyd County Health Department

1917 Bono Road New Albany, IN 47150 812-948-4726 (EXT 2) 812-948-2208 (FAX)

COMPLAINT ID:

19-75

DATE RECEIVED:

05/08/2019

TAKEN BY:

DAWN STACKHOUSE

DATE ASSIGNED:

05/20/2019

ASSIGNED TO:

A.J.

DESCRIPTION OF COMPLAINT:

COMPLAINT TYPE:

General

LATERAL FIELD LEAKING ONTO NEIGHBORING PROPERTY AT 823 BAYLOR WISSMAN ROAD.

LOCATION:

OWNER:

847 BAYLOR WISSMAN ROAD, GEORGETOWN IN 47122

ALIEENE SUE SHAW/ TC (grandson)

847 BAYLOR WISSMAN ROAD, GEORGETOWN IN 47122

502-554-0553

COMPLAINANT / VICTIM:

KATHY HEIL (DAUGHTER HOLLY HEIL) 823 BAYLOR WISSMAN ROAD, GEORGETOWN IN 47122 910-340-6330

OCCUPANT / TENANT:

COMMUNICATIONS

DATE

PERSONNEL

NARRATIVE

05/20/2019

Areas of pooling on neighbor's property. TC (grandson) admitted that washer line is broken and a discharge hose has been rigged through bathroom window. Was unsure of reoccuring plumbing issues or septic problems.

05/21/2019

TC called to say that tank is completely full and would be pumped by Lawson's. FCHD advised him to keep reciepts and get water usage report.

Dye test scheduled for Tuesday 6/3.

06/04/2019

Dye test conducted. (6/5-6/10): no dye present

06/11/2019

Family has opted to remove laundry appliances. If reinstalled, they have been asked to connect washer to septic. They have agreed to diclose septic health

to any future buyers.

RESOLUTION:

DATE CLOSED:

06/11/2019

COURT CASE NOTES:

DATE FORWARDED TO ATTORNEY:

Printed: 2/14/2022 2:47:01PM