



BID PACKET

OHIO RIVER VIEW COTTAGE ONLINE AUCTION

**3410 UTICA PIKE
JEFFERSONVILLE, IN 47130**

ONLINE BIDDING ENDS

MONDAY, MARCH 7 @ 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

3410 UTICA PIKE, JEFFERSONVILLE, IN 47130

BIDDING ENDS MONDAY, MARCH 7, 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 *April 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. *FEMA records indicate that part of the property is located in 0.2% and AE Fringe.*

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 PUBLISHED MINIMUM RESERVE

The property has a published minimum reserve opening bid of \$113,500 (not including the buyer's premium). When the opening bid has been placed, 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 28 through Monday, March 7, 2022.*

AGENCY

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

SELLER

Carolyn Jane Tilford Estate

Client Detail

3410 Utica Pike, Jeffersonville, IN 47130

Listing #: **202207030**

Total Finished Sqft: **1,645**

Above Grade Finished SqFt: **901**

\$0

Active (02/21/22)



Prop Type:	Residential/Farm	SubType:	Residential
County:	Clark	Township:	Jeffersonville
Subdivision:	No	School Dst:	Greater Clark
Subdiv Nm:		Parcel#:	102100500016000009
Beds:	2	Lot Sz:	0.528 / 23,000
Baths:	2 (2 0)	Lot Size Src:	Assessor
Abv Grd SF:	901	Lot Dim:	
Tot Fin SF:	1,645	Year Built:	1940
New Const:	No	Annual Tax:	1,577
Home Warranty:	No	Tax Year:	2020/2021
Land Assess:	96,400	DOM:	1
Improvements:	69,500	HOA \$:	/
Total Assess:	165,900		
Directions:	From Downtown take Spring Street to Market Street. East 1.7 miles, continue straight onto Utica Pike 2 miles to home on right.		

Legal: **Part of Survey No. 5 of the Illinois Grant, 0.528 AC.**

Total Deductions:	\$90,315	<u>Deduction Type</u>	<u>Comment</u>
		Supplemental Homestd	\$42,315
		Mortgage	\$3,000

Remarks

OHIO RIVER VIEW COTTAGE ONLINE AUCTION - BIDDING ENDS MONDAY, MARCH 7 @ 2PM Selling online a quaint 1940's two-bedroom cottage with finished walkout basement and two-car garage on a one-half acre lot with an expansive view of the Ohio River just minutes to downtown. Property in need of repairs, selling in as-found condition with remaining contents in the garage included. Located near Duffy's Landing Boat Ramp, minutes to downtown shopping and dining, with easy access to the East End Lewis & Clark Bridge off Port Road. Published minimum reserve opening bid of \$113,500 (not including the buyer's premium). **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. All closing costs are the buyer's expense. See full details in the Auction Bid Packet. **OPEN INSPECTION Monday, February 28, 11AM - 1PM & Monday, March 7, 11AM - 1PM**

Amenities

Type:	1 Story	Foundation:	Concrete Block, Crawl Space, Poured Concrete
Zoning:	Residential	Basement:	Yes
Construction:	Existing	Laundry:	Yes
Outbuildings:		Laundry Type:	Laundry Room
# Fireplaces:	1	Road Frontage:	130'
Roof Type:	Shingle	Fireplace:	Woodburning
Appliances:	Dishwasher, Disposal, Garage Door Opener, Microwave		
Lot Description:	River View		
Exterior Type:	Wood		
Exterior Feat:	Deck, Patio, Porch, Solid Surface Drive		
Interior Feat:	Breakfast Bar, Cedar Closet(s), Family Room, Foyer, Pantry, Skylights		
Road Type:	Paved		

Measurements

Above Grade Finished:	901.0	Nonconform Finished:	0.0
Above Grade Unfinish:	0.0	Nonconform Unfinish:	0.0
Below Grade Finished:	744.0	TFLS:	1,645
Below Grade Unfinish:	0.0		

Room Sizes & Levels

Total Rooms: **7** Garage: **Y** Garage Size: **22 x 22** 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	14 x 13	1st Floor		
Kitchen	8.9 x 11	1st Floor		
Dining Area	8.9 x 8	1st Floor		
Bedroom	11 x 12.6	1st Floor		
Bedroom	11.3 x 11.3	1st Floor		
Bathroom Full	8 x 5	1st Floor		
Family Room	22 x 11	LL/Basement		
Office	11 x 13.10	LL/Basement		
Bathroom Full	5.8 x 8	LL/Basement		

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: **Yes**
Seller Will Lease: **No**

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

All information deemed reliable but not guaranteed.

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

10-21-00-500-016.000-009
General Information
Parcel Number
 10-21-00-500-016.000-009
Local Parcel Number
 21-00145-016-1
Tax ID:

TILFORD CAROLYN
Ownership
 TILFORD CAROLYN
 3410 UTICA PIKE
 JEFFERSONVILLE, IN 47130

3410 UTICA PIKE
Transfer of Ownership
Date 01/01/1900
Owner TILFORD CAROLYN
WD / \$0

510, 1 Family Dwell - Platted Lot

UTICA PIKE 3000 BLK RIV 1/2

Notes
 8/5/2020 GENERAL : REASSESSMENT NO CHANGE CW
 11/20/2015 GENERAL : REASSESSMENT-NO CHNAGE B/CM

Routing Number
 1 Family Dwell - Platted Lot
 Year: 2021

7/11/2013 GENERAL : (13-14) MOVED TO NEW NBHD PER NEXUS (LG)
 6/4/2012 GENERAL : REASSESSMENT -- (FK-LG) -- CHANGED PART OF HOME TO OH & CHANGED HOME CONDITION

Legal
 GT 5.528 AC

Property Class 510
 1 Family Dwell - Platted Lot
 Year: 2021



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

Assessment Year	2021	2020	2019	2018	2017
Reason For Change	WIP	Annual-Adj	Annual-Adj	Annual-Adj	Annual-Adj
As Of Date	02/26/2021	03/18/2020	03/31/2019	04/27/2018	04/13/2017
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Land	\$96,400	\$96,400	\$96,400	\$96,400	\$96,400
Land Res (1)	\$96,400	\$96,400	\$96,400	\$96,400	\$96,400
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$69,500	\$57,900	\$57,900	\$67,000	\$66,500
Imp Res (1)	\$69,500	\$57,900	\$57,900	\$67,000	\$66,500
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$165,900	\$154,300	\$115,300	\$163,400	\$162,900
Total Res (1)	\$165,900	\$154,300	\$115,300	\$163,400	\$162,900
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Land Pricing Soil Type	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Res Market Elig %	Factor	Value
9rr A	0	0.5280	1.46	\$125,000	\$182,500	\$96,360	0%	100%	\$96,360

Land Computations

Calculated Acreage	0.53
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	0.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.53
91/92 Acres	0.00
Total Acres Farmland	-0.53
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	\$96,400
91/92 Value	\$0
Supp. Page Land Value	\$96,400
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$96,400

Market Model
 N/A

Characteristics

Topography Flood Hazard
 ERA
Public Utilities TIF
Streets or Roads

Neighborhood Life Cycle Stage
 Static
 Printed Tuesday, April 27, 2021
Review Group

Data Source N/A
Collector
Appraiser

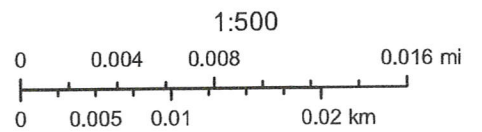
3410 Utica Pike, Jeffersonville, IN 47130



Floodplains
Flood Zone and Subtype
A
A, APPROXIMATE FLOODWAY

AE Fringe
AE Floodway
0.2% Annual Chance Flood Hazard

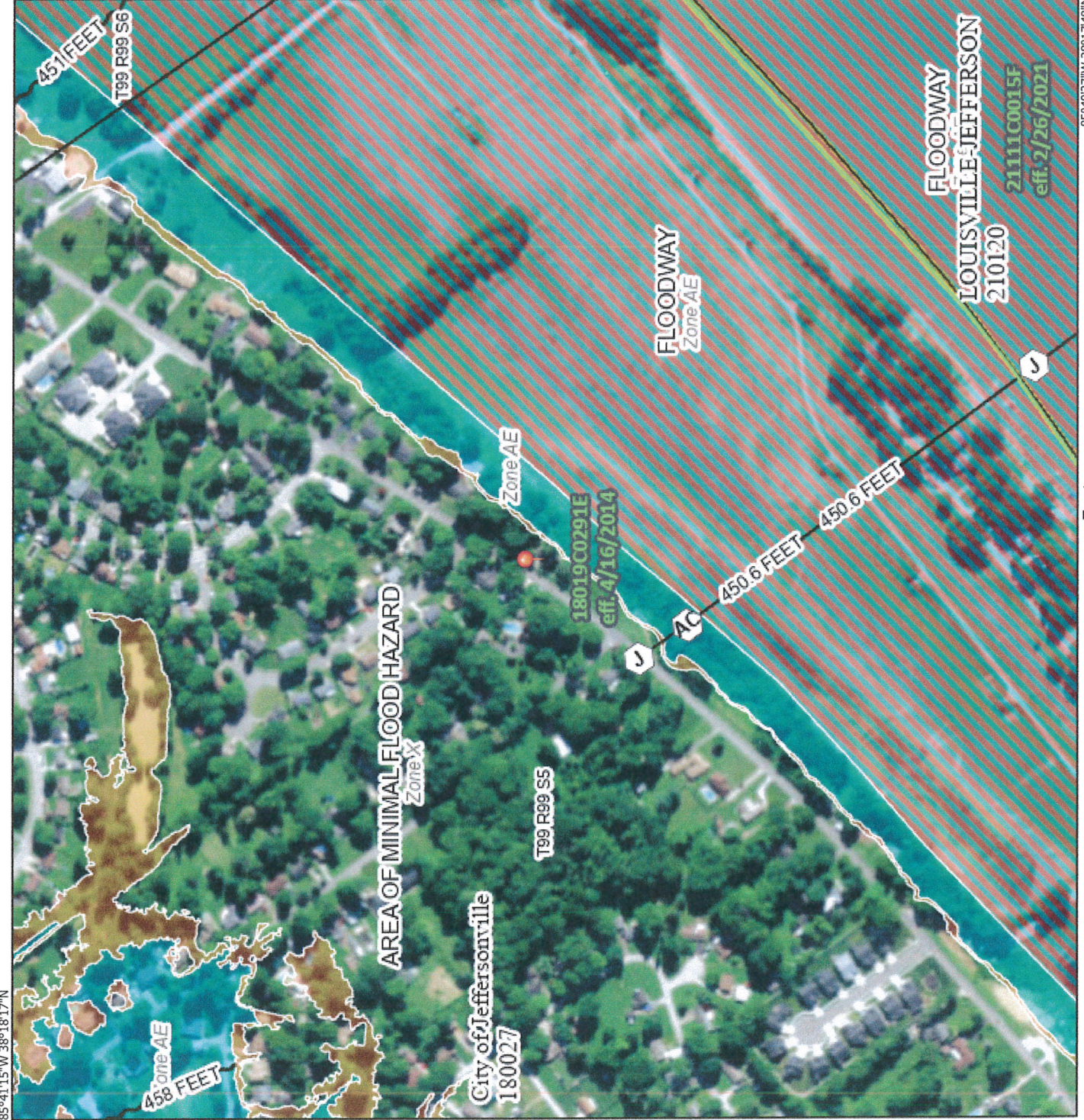
Reduced Risk Due to Levee



National Flood Hazard Layer FIRMette



85°41'15"W 38°18'17"N



Legend

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

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

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

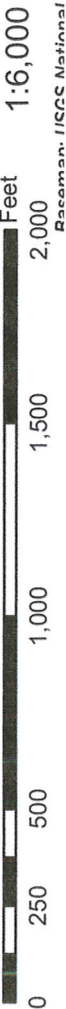
- Digital Data Available
- No Digital Data Available
- Unmapped

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 **2/17/2022 at 2:31 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°40'37"W 38°17'48"N



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: 3410 Utica Pike, Jeffersonville, IN 47130

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) 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) 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) 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.) _____ 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.)**

3410 Utica Pike, Jeffersonville, IN 47130

(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 Albert J Wittitow 7-21-21
58 **SELLER'S SIGNATURE** **DATE**

59
60 ALBERT J WITTITOW
61 **PRINTED**

62
63
64 SELLER'S SIGNATURE DATE

65
66
67 **PRINTED**

68
69
70 LISTING BROKER DATE

BUYER'S SIGNATURE DATE

PRINTED

BUYER'S SIGNATURE DATE

PRINTED

SELLING BROKER DATE



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #37. Copyright IAR 2021



3410 Utica Pike, Jeffersonville, IN 47130

(Property Address)

PURCHASE AGREEMENT *This is a legal binding contract.

DATE March 7, 2022

TO SELLER Carolyn Tilford Estate I/We hereby agree to purchase the property known as **3410 Utica Pike, Jeffersonville, Clark County, Indiana 47130** (Parcel #10-21-00-500-016.000-009) for the purchase price of (\$_____)

payable as follows: **SALE BY DEED** A NON-REFUNDABLE down payment of (\$_____)

payable within 24 hours with the balance of the purchase price to be paid in cash at closing upon delivery of clear title.

The completion of this transaction is not based upon the condition of successfully obtaining financing.

CLOSING The closing of this transaction to be on or before *April 18, 2022*. If closing is not obtained within the time specified above, this agreement shall terminate, and down payment is forfeited. A reasonable extension of time is granted, not to exceed 10 days, only in case of delay in the correction of title defects. If the seller is unable to provide a clear title, this agreement shall terminate, and down payment is returned in full to the buyer.

TITLE EVIDENCE Sellers will provide clear title via deed subject to taxes, public and private easements, and encumbrances of record. Cost of title evidence as desired by the buyer to be a buyer's expense. All closing costs to be a buyer's expense.

REAL ESTATE TAXES AND ASSESSMENTS The real estate taxes and assessments shall be prorated to the day of closing. Seller(s) shall pay taxes and assessments that are payable during the year in which closing occurs, and taxes payable during the succeeding year as computed and prorated to day of closing computed and based on the last tax bill available. Buyer(s) shall assume and pay all subsequent taxes and assessments.

POSSESSION The possession of Real Estate shall be given date of deed.

THIS PROPERTY IS BEING PURCHASED "AS IS" WITH NO WARRANTIES expressed or implied by the seller and/or personal representative and the auction company. Title to the real estate is being conveyed with any and all restrictive covenants and any recorded or visible easements for a public road, utilities, or public purposes (easements) upon which existing improvements do not encroach on which there are no violations. The risk of loss or damage to buildings by fire or otherwise, until delivery of the deed, is assumed by sellers. If all or substantial portions are so destroyed prior to delivery of the deed, this agreement at the election of the buyer shall not be binding upon the buyer and in such an event, the non-refundable down payment shall be returned to the buyer.

FLOOD DESIGNATION Buyer may not terminate the agreement if the property is in an area that may require flood insurance or that is subject to building or use limitations by reason of such location. The buyer shall pay for and be responsible for flood certification. ***FEMA records indicate part of the property is located in 0.2% and AE Fringe.***

INDEMNIFICATIONS AND RELEASE Buyer hereby releases the seller and/or representative and the auction company herein from any and all liability relating to any defect or deficiency affecting said real estate, which releases given by this paragraph shall survive the closing of this transaction. Buyer has made all inspections, investigations & inquiries PRIOR TO AUCTION and agrees to purchase the property "as is and where is". The buyer acknowledges the possibility of lead-based paint, if applicable, and hereby waives the 10-day inspection period. Property is being purchased with no contingencies. All square footage measurements and lot size are per courthouse records and are not guaranteed by the seller and/or representative, or the auction company.

AGENCY The Harritt Group, Inc. is acting exclusively as an agent for the seller.

The Harritt Group, Inc. hereby acknowledges receipt of the 10% Non-Refundable Down Payment in the amount of

\$ _____ by Check# _____ on _____ Bank, _____ Cash, _____ Other

and held in the Harritt Group Escrow Account till closing of this transaction.

If Buyer(s) fails to complete the purchase, the Down Payment will be forfeited; this provision shall not deprive seller(s) of any other legal or equitable remedy available under the law. The Harritt Group, Inc., shall have the option of retaining the down payment as compensation for services rendered, but such amount shall not exceed the Brokerage Fee in this transaction. Any balance remaining shall be paid to the Seller(s) as liquidated damages. Should any party to this Purchase Agreement default and the non-defaulting party brings an action to enforce this agreement, then, in that event, the Non-Defaulting party shall be entitled to collect reasonable attorney fees and court costs in enforcing this Purchase Agreement.

Douglas A. Harritt, Auctioneer
Harritt Group, Inc. (812) 944-0217

Buyer's Agent (If Applicable)

As a buyer(s) I/We have personally inspected the real estate and made this offer in good faith based entirely upon the results of their own examination.

Printed As To Appear On Deed

Printed As To Appear On Deed

Buyer's Signature

Buyer's Signature

Mailing Address _____

Email Address _____ Phone # _____

As Seller, I hereby accept and agree to sell the above real estate on these terms and agree to pay The Harritt Group, Inc., a fee in accordance with the current contract to sell the above described real estate.

Seller Carolyn Tilford Estate

By Albert J. Vittitow, Personal Representative