

BID PACKET

RANCH HOME WITH DETACHED GARAGE ONLINE AUCTION

535 LINDEN DRIVE AUSTIN, IN 47102

- ONLINE BIDDING ENDS -

SUNDAY, MARCH 13 @ 6PM





REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS 535 Linden Drive, Austin, IN 47102 Bidding Ends Sunday, March 13, 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 22, 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 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 *Sunday, March 6 through Sunday, March 13, 2022.*

AGENCY

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

SELLER

Sally Taylor

535 Linden Drive, Austin, IN 47102

Listing #: 202207199

Total Finished Sqft: 1,680

Above Grade Finished SqFt: 1,680

Active (03/01/22)

\$0

E S



SubType: Residential Prop Type: Residential/Farm Township: **Jennings** County: Scott Subdivision: Yes School Dst: **Scott County Dist 1** Parcel#: 720336110035000003 Meadow Brook Subdiv Nm: Lot Sz: 0.587 / 25,570 Beds: Lot Size Src: Deed Baths: 3(21)Lot Dim: 160 x 160 Abv Grd SF: 1,680 2004 Year Built: Tot Fin SF: 1,680 386 Annual Tax: New Const: No

Tax Year: 2020/2021 Home Warranty: No DOM: 16,000 0 Land Assess: Improvements: 118,900 HOA \$:

134,900 Total Assess:

I-65 to Exit 34 Austin IN-256 E toward Frontage Road. Directions:

Continue 1.1 miles to left on Linden Drive. Home on

Meadowbrook Lot 24, Part of Lot 22, Part of Lot 26 Legal:

Tot Deductions: \$86,580 Deduction Type Comment \$14,000 Over 65

Homestead Standard \$45,000

Remarks

RANCH HOME WITH DETACHED GARAGE ONLINE AUCTION - BIDDING ENDS SUNDAY, MARCH 13 @ 6PM. Spacious one level home with double driveway and detached 24' x 32' two-bay garage with built-in storage on oversized lot, 11' cathedral ceiling, equipped kitchen & laundry, Bosch tankless water heater. Off IN-256 just minutes east of I-65, 6 miles north of Scottsburg and 9 miles west of Hardy Lake State Park. First time on the market - ready to move into! 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 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 Thursday, March 3, 4PM - 6PM & Thursday, March 10, 10AM - 2PM

Amenities

Foundation: Concrete Block, Crawl Space Type: 1 Story

Basement Type: Residential Basement: No Zoning: Laundry Location: First Level Construction: Laundry: Yes Existing Laundry Type: Other Outbuildings: Garage

160' # Fireplaces: 1 Fireplace: Gas Burning Road Frontage: Roof Type: Shinale

Clothes Dryer, Clothes Washer, Dishwasher, Disposal, Garage Door Opener, Microwave, Range / Oven, Appliances:

Refrigerator, Water Softener

Exterior Type: Vinyl Siding Covered Porch, Deck, Landscaped, Paved Driveway, Thermopane windows Exterior Feat:

1st Floor Utility, Bath Master, Blinds, Breakfast Bar, Cath/Vaul/Tray Ceil, Ceiling Fan(s), Eat-in Kitchen, Interior Feat:

Family Room, Kitchen Island, Sump Pump

Road Type:

Below Grade Unfinish:

Measurements

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

Room Sizes & Levels

Garage Type: Attached, Front Garage Spaces: 2 Garage Size: 23 x 20 Total Rooms: 6 Garage: Y Entry

Dimension Level Flooring Description Type

Carpet Living Room 15.4 x 15.4 1st Floor 1st Floor Vinyl Kitchen 18.6 x 13.7 Family Room 19.7 x 15.2 1st Floor Carpet MainBedroom 12 x 14.6 1st Floor Carpet 8 x 6 1st Floor Vinyl Bathroom Full 11.7 x 9.6 1st Floor Carpet Bedroom Carpet Bedroom 11.7 x 11.3 1st Floor Bathroom Full 7 x 8 1st Floor Vinyl Bathroom Half 7.8×3.10 1st Floor Vinyl

0.0

Utilities

Water Heater: **Natural Gas** Heat Type:

Forced Air

Water Type: Natural Water:

Public Onsite

Sewer Type:

Sewer

Cooling Type: Fuel Type:

Central Air Nat Gas

General Information

Possession: Flood:

Seller Will Lease:

At Closing

No

No

Covenants & Restr:

Sign: Terms: Yes Yes No

All information deemed reliable but not guaranteed.

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

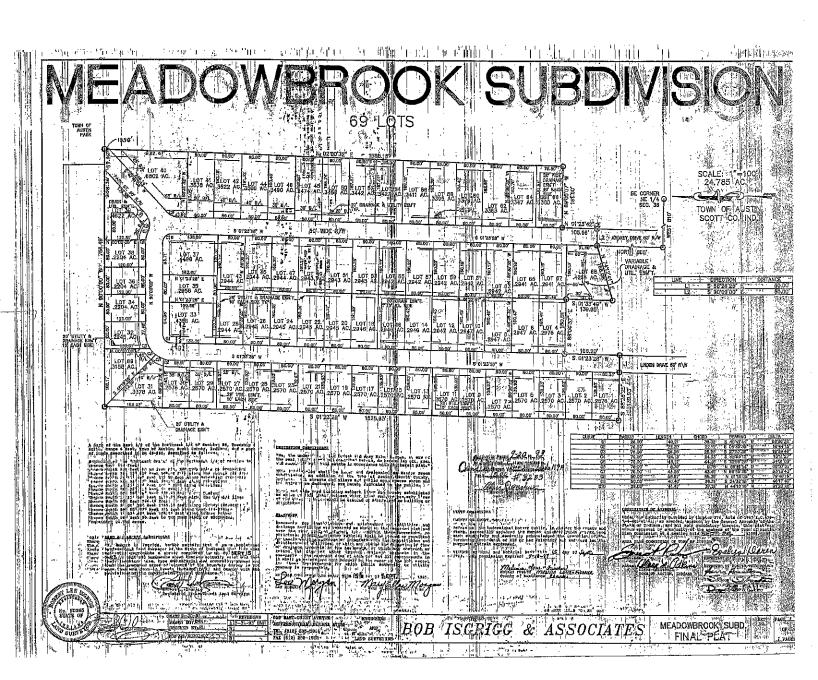


Type notes here

Printed 02/28/2022

The purpose of this map is to display the geographic location of a variety of data sources frequently updated from local government and other agencies. Neither WTH Technology nor the agencies providing this data make any warranty concerning its accuracy or merchantability. And no part of it should be used as a legal description or document.

General Payments





SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year) 2-09-2022

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

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 | oddroee. | (number a | and etropt | city etc | te eno | ZIP code) |
|----------|-----------|------------|------------|-----------|---------|-----------|
| riopett | y audiess | (HUHHUUF a | nna saeet, | City, Sta | uo, and | ZIT COUGI |

535 Linden Drive , Austin, IN 47102

| 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 | No Defe | at Stive | Do Not Know |
| Built-in Vacuum System | | | | | Cistern | | | ************************************** | hear speed yes | ***************** |
| Clothes Dryer | | | $\overline{}$ | · · · · · · · · · · · · · · · · · · · | Septic Field/Bed | | | | | |
| Clothes Washer | | | V | | Hot Tub | | | | | |
| Dishwasher | | | V | | Plumbing | | | 1 | , | |
| Disposal | | | V | | Aerator System | 1/ | | | | |
| Freezer | | | | <u> </u> | | 59 T 655 | | | | |
| Gas Grill | | | | | Irrigation Systems | | | | | |
| Hood | | | V | | Water Heater/Electric | | | | | |
| Microwave Oven | | | V | | Water Heater/Gas | | | W | | |
| Oven | | | V | | Water Heater/Solar | | | | | |
| Range | | | V | | Water Purifier | | | | | |
| Refrigerator | | | V | | Water Softener | | | 1/ | / | |
| Room Air Conditioner(s) | V | | | | Well | 1 | | | | |
| Trash Compactor | 1/ | | | | Septic and Holding Tank/Septic Mound | | | | | |
| TV Antenna/Dish | V | | | | Geothermal and Heat Pump | V | | | | |
| Other: | | | | | Other Sewer System (Explain) | ./ | | | | |
| | | | | | Swimming Pool & Pool Equipment | | <u>f</u> | | | |
| | | | | | | | | Yes | No | Do Not Know |
| | | | | | Are the structures connected to a p | ublic water sy | /stem? | ~ | | |
| B. Electrical System | 1 Delective I | | Do Not Know | Are the structures connected to a p | | | ~ | | | |
| | Rented | | | ,,,,,,,, | Are there any additions that may re- | quire improve | ements to | | \checkmark | |
| Air Purifier | | the sewage disposal system? If yes, have the improvements been | completed o | n the | | | | | | |
| Burglar Alarm | | | | | sewage disposal system? | | | | | |
| Ceiling Fan(s) | | | / | | Are the improvements connected to a private/community water system? | | | | | |
| Garage Door Opener / Controls | | Are the improvements connected to | a private/co | mmunity | | | `` | | | |
| Inside Telephone Wiring and Blocks/Jacks | | | V | | sewer system? D. HEATING & COOLING | None/Not | | N. | et . | Do Not |
| Intercom | | | | | SYSTEM | Included | Defective | | ctive | Know |
| Light Fixtures | | | ~ | | militarian de antigración de la companya de la comp | Rented | | | | |
| Sauna | | | | | Attic Fan | | | ` | | |
| Smoke/Fire Alarm(s) | | | ~ | | Central Air Conditioning | | | ~ | | |
| Switches and Outlets | · | | | | Hot Water Heat | | <u> </u> | | | |
| Vent Fan(s) | | | | | Furnace Heat/Gas | | | * | | |
| 60/100/200 Amp Service | | | 1/ | | Furnace Heat/Electric Solar House-Heating | | | | | |
| (Circle one) Generator | / | | | | Woodburning Stove | 1 | | | | |
| | at would be | ave a signif | icant"Defect | " adverse | Fireplace | | | | _ | |
| NOTE: Means a condition that would have a significant"Defect" adverse effect on the value of the property, that would significantly impair the health | | | | Fireplace Insert | | | <u> </u> | | | |
| or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected | | | | I I I OBIADO HISBIT | | 1 | | | i | |
| | of the proper | ty, or that if | | | | | | , | _ | |
| | of the proper | ty, or that if | | | Air Cleaner | | | , | | |
| or replaced would significant | of the proper | ty, or that if | | | Air Cleaner Humidifier | | | V | / | |
| or replaced would significant | of the proper | ty, or that if | | | Air Cleaner | | | V | | |

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.

| <u> </u> | | | | | | | | |
|--|-----------------|--------------------|-----------------|--|--|--|--|--|
| Signature of Seller | Date (mm/dd/yy) | Signature of Buyer | Date (mm/dd/yy) | | | | | |
| Sally & Lauffer | 02-09-22 | | ,, | | | | | |
| Signature of Spfler | Date (mm/dd/yy) | Signature of Buyer | Date (mm/dd/yy) | | | | | |
| , | | | | | | | | |
| The Saller hereby cartifies that the condition of the property is substantially the same as it was when the Saller's Disalegues form was originally provided to the Payor. | | | | | | | | |

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

Page 1 of 2

| Property address (number and street, city, state, and ZIP code) 535 Linden Drive , Austin, IN 47102 | | | | | | | | | |
|---|-------------------------|--------------|--|---|---------------|-----------------|----------------|--|--|
| 2. ROOF | YES | NO | DO NOT KNOW | 4. OTHER DISCLOSURES | YES | NO | DO NOT KNOW | | |
| Age, if known / 🖇 Years. | ge, if known / 8 Years. | | | | | | NOW | | |
| Does the roof leak? | | √/, | | Do structures have aluminum wiring? Are there any foundation problems with the | | | | | |
| Is there present damage to the roof? | | | , | structures? | | ~ | | | |
| Is there more than one layer of shingles on the house? | | | | Are there any encroachments? Are there any violations of zoning, building codes, | | | | | |
| If yes, how many layers? | | | | or restrictive covenants? | | \ | | | |
| | | | | Is the present use of non-conforming use? Explain: | | | -] | | |
| 3. HAZARDOUS CONDITIONS | YES | ИО | DO NOT KNOW | | | | | | |
| 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? | | | | | | | | | |
| Is there any contamination caused by the | | | | Is the access to your property via a private road? | | | | | |
| manufacture or a controlled substance on the | | | [| Is the access to your property via a public road? | | 1 | | | |
| property that has not been certified as decontaminated by an inspector approved | | V | | Is the access to your property via an easement? | | ₩/ | | | |
| under IC 13-14-1-15? | i | | | Have you received any notices by any governmental or quasi-governmental agencies affecting this property? | | \ | | | |
| Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property? | | \checkmark | | Are there any structural problems with the building? | | ✓ | | | |
| Explain: | | | | Have any substantial additions or alterations been made without a required building permit? | - | | | | |
| | | | | Are there moisture and/or water problems in the basement, crawl space area, or any other area? | | | 1 | | |
| | | | | Is there any damage due to wind, flood, termites, or rodents? | | | | | |
| 4. | | | | Have any structures been treated for wood destroying insects? | | / | | | |
| | | | | Are the furnace/woodstove/chimney/flue all in working order? | V. | | | | |
| E. ADDITIONAL COMMENTS AND/OR EXPLANA | TIONS: | | | Is the property in a flood plain? | | ~ | | | |
| (Use additional pages, if necessary) | | | | Do you currently pay for flood insurance? | | ~ | | | |
| | | | | Does the property contain underground storage tank(s)? | | V | | | |
| | | | | Is the homeowner a licensed real estate salesperson | | ~ | | | |
| | | | REPREMENT SET IN THE REPREMENTATION REPREMENTS THE PROPERTY? | | 1 | | | | |
| | | | | Is the property subject to covenants, conditions and/or | | | | | |
| | | | | restrictions of a homeowner's association? | | Α, | | | |
| | | | | Is the property located within one (1) mile of an airport? | | - | | | |
| 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 | | | (mm/dd/yy) | Signature of Buyer | | Date (mr | n/dd/yy) | | |
| Signature of Selley | · | | Date (mm/dd/yy) Signature of Buyer | | | Date (mm/dd/yy) | | | |
| The Seller hereby certifies that the condition of | of the prope | erty is sub | stantially the sa | untially the same as it was when the Seller's Disclosure form was originally p | | | the Buyer. | | |
| Signature of Seller (at closing) | | | (mm/dd/yy) | Signature of Seller (at closing) | - | Date (mr | | | |
| | | | | | | ! | | | |



FORM #03.