

BID PACKET

Ovada Habermel Estate

NO RESERVE FARMHOUSE ON 7 ACRES ONLINE AUCTION



**3680 HIGHWAY 150 NE
PALMYRA, IN 47164**



ONLINE BIDDING ENDS

THURSDAY, MAY 21 @ 2PM

**HARRITT
GROUP** INC.

HARRITGROUP.COM

AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

3680 Highway 150 NE, Palmyra, Indiana 47164

Thursday, May 21, 2020

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 appointment only. 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 hammer bid price to determine the final purchase price. Example: Hammer Bid Price \$100,000 plus a 10% buyer's premium equals a contract purchase price of \$110,000.

MANNER OF PAYMENT - A 10% non-refundable down payment in the form of cash, check or wired funds are due within 24 hours following the auction with the signing of a legally binding purchase agreement. 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 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. 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. All measurements per courthouse.

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.

EVIDENCE OF TITLE - Seller will provide merchantable title via a deed. 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 day immediately prior to 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.

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. 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. 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 WITHOUT RESERVE - Property selling to the highest bidder with no minimum.

PRE-AUCTION SALES Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Real Estate Purchase Agreement along with the required deposit. Properly submitted offers will be presented to the seller, who may accept or reject such offer in their sole and absolute discretion.

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

SELLER Ovada Habermel Estate

Client Detail

3680 Highway 150 NE, Palmyra, IN 47164

Listing #: **202007612**

Total Finished SqFt: **3,224**

Above Grade Finished SqFt: **3,224**

\$0
Active (05/08/20)



Prop Type:	Residential/Farm	SubType:	Residential
County:	Harrison	Township:	Morgan
Subdivision:	No	School Dst:	North Harrison
Subdiv Nm:		Parcel#:	310327400001000013
Beds:	3	Lot Sz:	7 / 304,920
Baths:	2 (1 1)	Lot Size Src:	Assessor
Abv Grd SF:	3,224	Lot Dim:	
Tot Fin SF:	3,224	Year Built:	1900
New Const:	No	Annual Tax:	1,689
Home Warranty:	No	Tax Year:	2019/2020
Land Assess:	28,000	DOM:	1
Improvements:	95,200	HOA \$:	/
Total Assess:	123,200		
Directions:	I-64 to Greenville Hwy. 150 Exit#119. Northwest 12 miles to property on right. Or from IN-135 in Palmyra travel west 3 miles on Hwy. 150 to property on left.		
Legal:	007-00397-00 PT SE QR 27-1-4 7.		

Remarks

No Reserve Farmhouse on 7 Acres Online Auction - Bidding ends Thursday, May 21 @ 2 PM. Selling absolute to the highest bidder a classic two-story farmhouse with addition and an old 27' x 32' barn on a picturesque, wooded, and private 7-acre site with large pond. Home currently has well water - Palmyra Water available at the street. LP Gas tank leased. Located just east of Palmyra in Harrison County, just 12 miles west of I-64 Greenville Exit. The home and grounds are in need of renovation and clean up - selling in as-found condition. Woodstove in the sunroom does not remain. HVAC systems currently in non-working order. All measurements per courthouse records, agent estimates square footage to be less. INSPECTION Call for an appointment. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS 10% Non-refundable down payment in the form of cash, check or wired funds is due within 24 hours following the auction, balance due in 40 days. Taxes prorated to the day of closing. Possession at closing. Selling as is without buyer's contingencies, all inspections welcomed prior to the auction.

Amenities

Type:	1.5 Story	Foundation:	Concrete Block, Crawl Space
Zoning:	Agri/ Residential	Basement:	Yes
Construction:	Existing, Vacant	Basement Type:	Cellar, Crawl Space, Unfinished
Outbuildings:	Barn(s), Shed	Laundry:	Yes
# Fireplaces:	1 Fireplace: Woodburning	Laundry Type:	Other
Appliances:	Range / Oven, Refrigerator	Road Frontage:	229'
Lot Description:	Wooded Lot		
Exterior Type:	Brick Over Frame, Vinyl Siding		
Exterior Feat:	Covered Porch, Patio, Paved Driveway, Porch		
Interior Feat:	Built-in Bookcase, Eat-in Kitchen, Family Room, Sump Pump		
Road Type:	Paved		

Measurements

Above Grade Finished:	3,224.0	Nonconform Finished:	0.0
Above Grade Unfinish:	0.0	Nonconform Unfinish:	0.0
Below Grade Finished:	0.0	TFLS:	3,224
Below Grade Unfinish:	216.0		

Room Sizes & Levels

Total Rooms: **9** Garage: **Y** Garage Size: **34 x 26** Garage Type: **Detached, Side Entry** Garage Spaces: **2**

<u>Type</u>	<u>Dimension</u>	<u>Level</u>	<u>Flooring</u>	<u>Description</u>
Family Room	22 x 18.6	1st Floor	Carpet	
Kitchen	15.6 x 6.6	1st Floor	Other	
Living Room	18 x 12	1st Floor	Carpet	
Dining Area	13 x 12	1st Floor	Carpet	
Bedroom	15.6 x 15	1st Floor	Carpet	Or Office
Bathroom Full	8 x 7	1st Floor	Other	
Bathroom Half	7.6 x 6	1st Floor	Carpet	
Other	22.6 x 22.6	1st Floor	Other	Sunroom
Bedroom	15 x 12.6	2nd Floor	Carpet	
Bedroom	15.6 x 15	2nd Floor	Carpet	
Family Room	12 x 15	2nd Floor	Carpet	Could be 4th bedroom

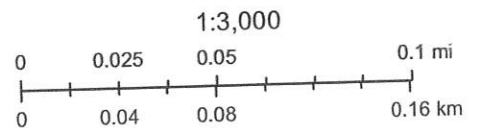
Utilities

Water Heater:	None	Heat Type:	Forced Air
Water Type:	Well	Cooling Type:	Central Air
Natural Water:	Pond, Well	Fuel Type:	LP Gas
Sewer Type:	Septic Onsite		

General Information

Possession:	At Closing	Covenants & Restr:	No
Flood:	No	Sign:	Yes
Seller Will Lease:	No	Terms:	No

3680 Hwy. 150 NE, Palmyra, Indiana 47164





LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

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PROPERTY ADDRESS: 3680 Hwy. 150 NE, Palmyra, IN 47164

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.

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.)

3680 Hwy. 150 NE, Palmyra, IN 47164
(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 Frank Daniel Habermel III 02-26-2020
58 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

59
60 Frank Daniel Habermel III 02-26-2020
61 PRINTED Personal Representative PRINTED

62
63
64 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

65
66
67 PRINTED PRINTED

68 Doris A Hannitt 4-30-2020
69 LISTING BROKER DATE SELLING BROKER DATE
70



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