

## **BID PACKET**

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Patricia Tucker Estate

# **COURT ORDERED GLENWOOD ONLINE AUCTION**



**2524 GLENWOOD COURT  
NEW ALBANY, IN 47150**



ONLINE BIDDING ENDS  
**THURSDAY, JUNE 25 @ 2PM**

**HARRITT  
GROUP** INC.

**HARRITGROUP.COM**

AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345



**REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS**

**2524 Glenwood Court, New Albany, IN 47150**

**Thursday, June 25, 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, on or before August 4, 2020. 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 *during the designated inspection dates 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 per courthouse records.

**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. Lot size of 60' x 120' *per deed*.

**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** - Possession to be no sooner than August 4, 2020.

**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 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.

**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** Patricia Tucker Estate

## Client Detail

### 2524 Glenwood Court, New Albany, IN 47150

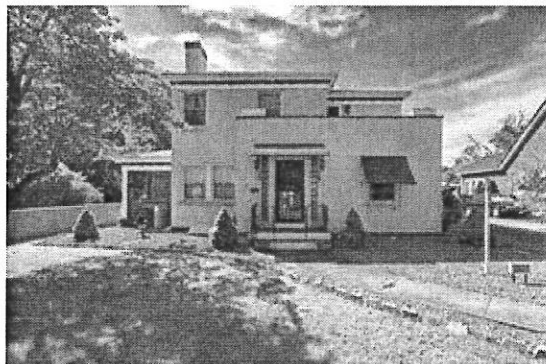
**\$0**

Listing #: **202008252**

Total Finished Sqft: **2,080**

Above Grade Finished SqFt: **2,080**

Active (06/05/20)



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>Glenwood</b>	Parcel#:	<b>220502901295000008</b>
Beds:	<b>4</b>	Lot Sz:	<b>0.165 / 7,187</b>
Baths:	<b>2 (1 1)</b>	Lot Size Src:	<b>Deed</b>
Abv Grd SF:	<b>2,080</b>	Lot Dim:	<b>60' x 120'</b>
Tot Fin SF:	<b>2,080</b>	Year Built:	<b>1940</b>
New Const:	<b>No</b>	Annual Tax:	<b>4,416</b>
Home Warranty:	<b>No</b>	Tax Year:	<b>2019/2020</b>
Land Assess:	<b>23,700</b>	DOM:	<b>0</b>
Improvements:	<b>181,000</b>	HOA \$:	<b>/</b>
Total Assess:	<b>204,700</b>		

Directions: **I-265 to Charlestown Road Exit #4. South 1.4 miles to left on Slate Run Road. 1.4 miles to left on Beharrell Avenue. 3/10 mile to left on Glenwood Court to auction on right. Or from Providence Way turn right on Beharrell to right on Glenwood Court.**  
**P 588 W 40' L 26 & E 20' L 24**

Legal:

#### Remarks

**Court Ordered Glenwood Online Auction - Bidding Ends Thursday, June 25 @ 2 pm. Charming yellow brick two-story home with an art deco influence located in the beautiful Glenwood neighborhood off Beharrell Avenue in Floyd County. Home in need of renovation. Home features include glass block entry, corner windows, enclosed porch off living room, and a rooftop terrace overlooking the court. Great opportunity for a homeowner, investor, or flipper. The 27' x 36' detached garage features 14' ceilings, concrete floor, finished walls, two 9' single doors with openers, and a 12' tall door perfect for an RV. The freestanding heating cooling unit is not included. Laundry hookup in kitchen and basement. Deed reflects 60' frontage, courthouse card indicates 65' frontage. Two inspection dates only, no private showings. Schedule by appointment. Thursday, June 18, 12 pm - 4 pm & Thursday, June 25, 10 am - 12 Noon. 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, no sooner than August 4, 2020. Selling as is without contingencies, all inspections welcomed prior to the auction during designated inspection dates. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price.**

#### Amenities

Type:	<b>2 Story</b>	Foundation:	<b>Poured Concrete</b>
Zoning:	<b>Residential</b>	Basement:	<b>Yes</b>
Construction:	<b>Existing</b>	Basement Type:	<b>Full, Outside Entrance, Unfinished</b>
Outbuildings:	<b>Garage</b>	Laundry Location:	<b>First Level</b>
# Fireplaces:	<b>1</b> Fireplace: <b>Gas Burning</b>	Laundry Type:	<b>Other</b>
Roof Type:	<b>Shingle</b>	Road Frontage:	<b>60'</b>
Appliances:	<b>None</b>		
Lot Description:	<b>Cul-De-Sac</b>		
Exterior Type:	<b>Brick Over Frame</b>		
Exterior Feat:	<b>Balcony, Enclosed Porch, Landscaped, Patio, Paved Driveway, Porch, Thermopane windows</b>		
Interior Feat:	<b>1st Floor Master, Ceiling Fan(s), Ceramic Bath, Eat-in Kitchen, Formal Dining Rm, Foyer</b>		
Road Type:	<b>Paved</b>		

#### Measurements

Above Grade Finished:	<b>2,080.0</b>	Nonconform Finished:	<b>0.0</b>
Above Grade Unfinish:	<b>0.0</b>	Nonconform Unfinish:	<b>0.0</b>
Below Grade Finished:	<b>0.0</b>	TFLS:	<b>2,080</b>
Below Grade Unfinish:	<b>946.0</b>		

#### Room Sizes & Levels

Total Rooms: **7**    Garage: **Y**    Garage Size: **36 x 27**    Garage Type: **Detached, Side Entry**    Garage Spaces: **3**

Type	Dimension	Level	Flooring	Description
Living Room	20 x 14	1st Floor	Wood	
Dining Room	14 x 12	1st Floor	Wood	
Kitchen	15 x 12	1st Floor	Linoleum	
Main Bedroom	15 x 11	1st Floor	Wood	
Bathroom Half	7 x 5	1st Floor	Tile	
Bedroom	16 x 14	2nd Floor	Wood	
Bedroom	14 x 12	2nd Floor	Wood	
Bedroom	15 x 12	2nd Floor	Wood	
Bathroom Full	7 x 8	2nd Floor	Tile	

#### 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**

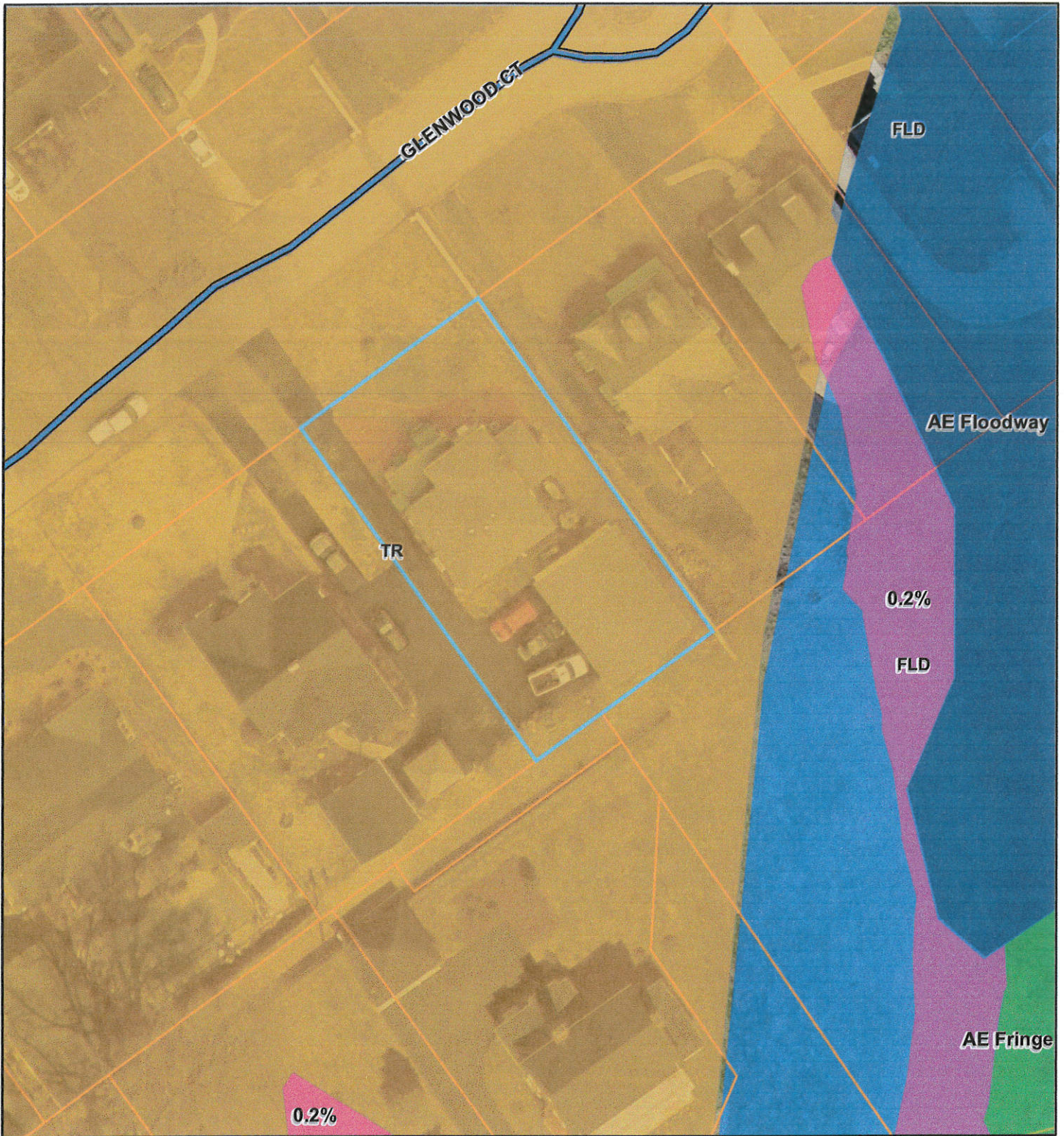
**General Information**

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Possession: **To Be Agreed**  
Flood: **No**  
Seller Will Lease: **No**

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

# 2524 Glenwood Court, New Albany



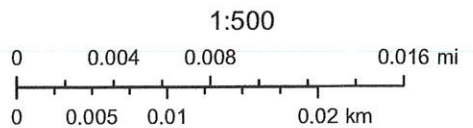
**Floodplains (DFIRM)  
Flood Zone and Subtype**

- A
- AE Fringe
- AE Floodway
- AO
- 0.2% Annual Chance Flood Hazard
- Reduced Risk Due to Levee

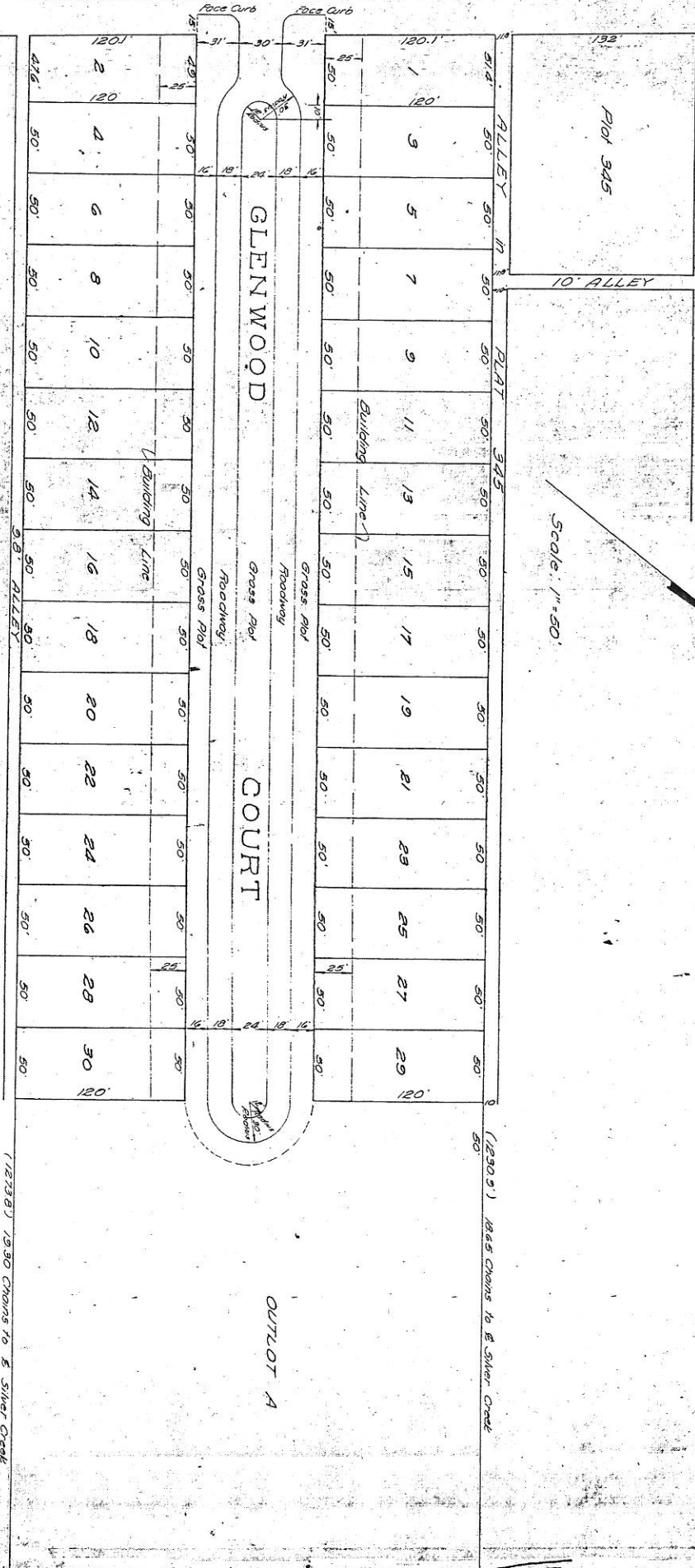
**New Albany Zone Map  
Zoninh**

- LDR - Low Density Residential
- MDR - Mixed Density Residential
- TR - Traditional Residential
- D - Downtown
- MU - Mixed Use
- MC - Mixed Use Corridor Commercial

- HC - Highway Oriented Commercial
- IND - Industrial
- IST - Institutional
- CEM - Cemetery
- FLD - Floodplain
- SS - Steep Slope



BEHARRELL AVE 60



SPRING AVE 60

Plot 345

10' ALLEY

Scale: 1"=50'

PLAT 588

Being a replat of Lot No 3 of Henry Beharrell's Division of his land and lots 1, 2, 3, 4, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 29 of Plot No 345, Floyd County Records.

We the owners of the above described property in Lot 5 of Henry Beharrell's Division of his land and lots 1, 2, 3, 4, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 of Plot No 345 Witness our hand and seal this 14 day of May, 1935

Filed and Recorded  
Time 2:25 P.M.  
Date May 22, 1935  
Madison W. Scott  
Recorder Floyd County

Subscribed & sworn to  
John S. [Signature]

State of Indiana } 5-5  
County of Floyd }  
Before Me, the undersigned,  
a Notary Public, in and for said State and County  
personally appeared the Glenwood Realty Co., Inc. and  
this 14 day of May, 1935 and acknowledged the  
execution of the annexed plat  
Byron L. Davis Notary Public  
My Commission expires October 20, 1935

Examined & approved  
This 14 day of May, 1935  
Glenwood Realty Co.  
Byron L. Davis  
Notary Public  
Floyd County, Indiana

A.E. Graybrook Co. Eng.  
Floyd County, Indiana





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: 2524 Glenwood Ct, 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) [ ] 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.)

2524 Glenwood Ct, 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 J. Scott Waters, IV S.P.R. 2/26/2020  
58 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

59

60 J. SCOTT WATERS, IV  
61 PRINTED PRINTED

62

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

65

66  
67 PRINTED PRINTED

68

69 [Signature] 2-26-2020  
70 LISTING BROKER DATE SELLING BROKER DATE



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