Patricia Tucker Estate

UPTOWN INCOME PRODUCING DUPLEX ONLINE AUCTION

- 1412 DEWEY STREET NEW ALBANY, IN 47150
- ONLINE BIDDING ENDS
 TUEDAY, APRIL 13 @ 2PM



Listing #: 202106733

Total Finished Sqft: 1,776

Above Grade Finished SaFt: 1,776

Active (04/01/21)

Residential



Prop Type: Residential/Farm County: Floyd Subdivision: No Subdiv Nm: Beds: Baths: Abv Grd SF:

2 (20) 1,776 Tot Fin SF: 1,776 New Const: No Home Warranty: No Land Assess: 9,900 Improvements: 40,100 Total Assess: 50,000

Township: **New Albany** School Dst: **New Albany-Floyd Cty** Parcel#: 220502801390000008 Lot Sz: 0.14 / 6,098 Lot Size Src: Assessor Lot Dim: Year Built: Annual Tax: Tax Year: DOM: HOA \$:

SubType:

34' x 173' 1929 1,078 2021

Directions:

Legal:

From State Street in New Albany, head east on Main Street 8/10 mile to right on E. 13th Street to left at the 1st cross street onto Dewey Street, Home on right. Part of Block 15 of the Whitehill Tract, Plat No. 173

Remarks

Uptown Income Producing Duplex Online Auction - Bidding Ends Tuesday, April 13 @ 2PM. Attention Investors! Two story vinyl siding duplex with one bedroom one bath unit per floor, located just off East Main Street in Uptown New Albany behind the recently renovated The Mansion on Main Assisted Living Community and Earth First. Each unit is equipped with a refrigerator and range, natural gas heat and central air. Tenants pay their own gas and electricity, the owner pays water and sewer. Potential monthly rental income of \$875.00 plus. Currently units are rented month to month. Ground level unit rents for \$500 - will become vacant May 1st. Upper level unit rents for \$375.00. Minutes to downtown & expressways. 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 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 per tenant's rights. Selling as is without contingencies, all inspections welcomed before the auction. See full details in the Auction Bid Packet.OPEN INSPECTION Monday, April 12, 4PM - 6PM

Amenities

Type: Zoning: Construction: 2 Story Residential **Existing** Fireplace:

Fireplaces: Roof Type: Appliances:

Shingle Range / Oven, Refrigerator

Exterior Type: Road Type:

Vinyl Siding Paved

Foundation:

Basement: No

Basement Type: Crawl Space

Laundry: No Road Frontage:

Laundry Location: 34'

Measurements

Above Grade Finished: Above Grade Unfinish: Below Grade Finished:

1,776.0 0.0 0.0 0.0

Nonconform Finished: Nonconform Unfinish:

TFLS:

Description

0.0 0.0 1,776

Below Grade Unfinish: Room Sizes & Levels

Total Rooms: 6

Garage: N

Garage Size:

Flooring

Garage Type: None

Garage Spaces:

Type Dimension <u>Level</u> Living Room 1st Floor Kitchen 1st Floor Bedroom 1st Floor Bathroom Full 1st Floor Living Room 2nd Floor Kitchen 2nd Floor Bedroom 2nd Floor Bathroom Full 2nd Floor

Utilities

Water Heater: Water Type: Natural Water:

Sewer Type:

Electric, Natural Gas Public Onsite

Sewer

Heat Type: Cooling Type: Fuel Type:

Forced Air **Central Air Nat Gas**

General Information

Possession: Flood:

Tenants Rights

Covenants & Restr: Sign:

No Yes Seller Will Lease: No Terms:

All information deemed reliable but not guaranteed.

No

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



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS 1412 DEWEY STREET, NEW ALBANY, IN 47150 Bidding Ends Tuesday, April 13, 2021

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 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 May 24, 2021. 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. *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

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.

RENT & DAMAGE DEPOSITS

Monthly rent will be prorated to the day of closing. There are no damage deposits received from current tenants.

POSSESSION

Seller will give possession at closing, per tenant's rights.

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 *Tuesday, April 6 thru Tuesday, April 13*, 2021.

AGENCY

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

SELLER

Patricia Tucker Estate

ATTORNEY

J. Scott Water, IV, Special Personal Representative

Marcher Marchel R. & Periricia Date Owner Tuboker, Handel R. & Periricia Date Owner Tuboker, Handel R. & Periricia O1/01/1990 AMERICANHOUSING WD 239602 11002/1998 KEMP, MERRILL J.M O WD 7
In Progress values are not certified values 2020 2019 AA 01/01/2020 06/25/2019 AA 01/01/2020 06/25/2019 AA 01/01/2020 06/25/2019 AA 01/01/2020 06/25/2019 AA 1.0000 1.0000 1.0000 \$9,900 \$9,900 \$9,900 \$9,900 \$9,900 \$9,900 \$9,900 \$9,900 \$9,900 \$9,900 \$9,900 \$49,600 \$49,600 \$49,600 \$49,600 \$49,600 \$40,100 \$49,600 \$10,100 \$20,0000 \$20,0000 \$20,0000 \$20,0000 \$2
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\$40,100 \$49,600 \$40,100 \$40,100 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$
Res 120°, Cl 120° Base Lot: Res 40° X 1 totor Rate Adj. Ext. Rate Value 1.16 \$250 \$9,860
Factor Rate Adj. Ext. Rate Value 1.16 \$250 \$290 \$9,860
1.16 \$250 \$290
Collector 03/28/2018 BF Appraiser 03/28/2018

D" 2/2 Totals	\$109,600 \$109,600 \$0 \$7,900	000000000000000000000000000000000000000	\$0 \$0 \$117,500 \$121,900 \$121,900 0.85 0.91 \$94,290	Improv Value \$42,400
New Albany Additions "D" Cost Ladder Base Finish Value 976 \$72,400 800 \$31,900 976 \$5,300	Total Base 1 Row Type Adj. x 1.00 C:1	, , , , , , , , , , , , , , , , , , ,	Sub-Total, One Unit Sub-Total, One Unit Sub-Total, 1 Units satures (+) \$4,400 \$0 offt \$0 offt Location Multiplier Replacement Cost	Abn Obs
Floor Constr 1 1 Fr 2 1 Fr 3 4 1/4 1/2 3/4 Attic Bsmt Crawl Slab	Adjustments Unfin Int (-) Ex Liv Units (+)	Rec Room (+) Loft (+) Fireplace (+) No Heating (-) A/C (+) No Elec (-) Diumbing (+)	Spec Plumb (+) Elevator (+) Exterior Features (+) Garages (+) 0 sqft Quality and	Norm Remain. Dep Value 50% \$47,140
Floor C Floor C 1 11 2 11 3 3 1/4 1/2 3/4 Attic Bsmt Crawl			Count Value	Size RCN 1,776 sqft \$94,290
6'96 16'FP 6' (776) 16' 11' 18 Fr 16'	50' 2s Fr 50'		Specialty Plumbing	Summary of Improvements Base LCM Adj Rate 0.91
1412 DEWEY St			Description	Eff Eff Co Year Age nd 1929 92 A
I.R. & Patri	Total Rooms 8 Total Rooms 8 Heat Type	Slate Tile	96 \$4,400	Story Construction Grade Puilt Height Construction Grade Built 2 Wood Frame D+1 1929
Duplex ex R 01 2 99 Units 776 sqft	Wall Finish ywall Unfinished Other	Roofing Robhalt Other Exterior Features	e Es	Res Sta Eligibi Heig
General Information Occupancy Description Story Height Style Finished Area Thished Area Thoor Finish Earth Slab Slab Sub & Joint Wood Wood Thisish Parquet	Wall Plaster/Drywall Paneling Fiberboard	Built-Up Nood Shingle	Porch, Open Frame	Description 1: Duplex R 01

\$42,400



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

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2	PROPE	ERTY	ADDRESS: 1412 Dewey St, New Albany, IN 47150								
3											
4 5 6 7 8 9 10 11 12 13	Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified such property may present exposure to lead from lead-based paint that may place young children at risk of developing learning. Lead poisoning in young children may produce permanent neurological damage, including learning disability reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular rise 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 known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recomment prior to purchase.										
14	SELLE	R'S [DISCLOSURE								
15											
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	(h) Doo		and reports evallable to the colley (about (i) as (ii) but and								
23 24 25 26 27	(b.) Rec (i)		and reports available to the seller: <i>(check (i) or (ii) below)</i> Seller has provided the buyer with all available records and reports including <i>Seller's Residential Real Estate Sales Disclosure form,</i> 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 A	CKNOWLEDGEMENT (initial)								
32	(c.)		Buyer has received copies of all information listed above.								
33			Buyer has received the pamphlet <u>Protect Your Family From Lead In Your Home.</u>								
34			Buyer has (check (i) or (ii) below):								
35 36 37	(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)		waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.								
40	BROKE	R'S	ACKNOWLEDGMENT (initial)								
41	(f.)		_ Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act								
42	of										
43			1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.(NOTE: where the word								
44			"Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)								
45			•								
46											
			1412 Daway St. New Albany, IN 47450								
			1412 Dewey St, New Albany, IN 47150								

(Property Address)

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CERTIFICATION OF ACCURACY

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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 document shall be promptly delivered, if requested.

56							
57	J. Scott Waters, IV, Special Personal Representative						
58	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE			
J. Scott Waters, IV, Special Personal Representative							
61	PRINTED		PRINTED				
62							
63		01-25-2021					
64	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE			
65							
66							
67	PRINTED		PRINTED				
68							
69							
70	LISTING BROKER	DATE	SELLING BROKER	DATE			



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1412 Dewey St, New Albany, IN 47150

(Property Address)

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