

BID PACKET

Gary LaDuke & Terry LaDuke

1950s COTTAGE ONLINE AUCTION



**1775 N. AUDUBON DRIVE
NEW ALBANY, IN 47150**



ONLINE BIDDING ENDS

WEDNESDAY, APRIL 21 @ 6PM

**HARRITT
GROUP INC.**

HARRITGROUP.COM

AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

1775 N. Audubon Drive, New Albany, IN 47150

Bidding Ends Wednesday, April 21, 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 31, 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 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 *Wednesday, April 14 through Wednesday, April 21, 2021.*

AGENCY

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

SELLER

Gary LaDuke & Terry LaDuke

Client Detail

1775 N Audubon Drive, New Albany, IN 47150

Listing #: **202106863**

Total Finished Sqft: **1,564**

Above Grade Finished Sqft: **1,564**

\$0
Active (04/07/21)



Prop Type:	Residential/Farm	SubType:	Residential
County:	Floyd	Township:	New Albany
Subdivision:	Yes	School Dst:	New Albany-Floyd Cty
Subdiv Nm:	Audubon Place	Parcel#:	220504301313014008
Beds:	4	Lot Sz:	0.22 / 9,583
Baths:	2 (1 1)	Lot Size Src:	Assessor
Abv Grd SF:	1,564	Lot Dim:	83' x 115'
Tot Fin SF:	1,564	Year Built:	1950
New Const:	No	Annual Tax:	1,360
Home Warranty:	No	Tax Year:	2021
Land Assess:	18,500	DOM:	0
Improvements:	105,300	HOA \$:	/ None
Total Assess:	123,800		

Directions: **I-265 to Charlestown Road Exit #4. South 2 miles to right on McDonald Lane. 3/10 mile to left on Roanoke Avenue to left on N. Audubon Drive. Home on corner.**

Legal: **Plat 645 Lot 14 Audubon Place, Floyd County, IN**

Tot Deductions: **\$71,740** Deduction Type Comment
Supplemental Homestd \$26,740

E
F

Remarks

1950's Cottage Online Auction - Bidding Ends Wednesday, April 21 @ 6PM. Spacious one level four-bedroom cottage with addition on a corner lot with detached one-car garage and 12' x 22' carport. A family house with plenty of living space in a great location close to everything, including Charlestown Road shopping corridor and the downtown area. Includes eat-in kitchen with 9 x 3'7 pantry, equipped laundry room off the main bedroom with walk-in cedar closet. Additional outdoor space features a 12' x 16' sunroom with sliding windows and screens with an adjacent 12' x 20' covered porch with a gas grill. Home improvements include replacement windows and the HVAC system was recently replaced in 2020 with a Carrier high efficiency gas furnace, air cleaner and central air. 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. Selling as is without contingencies, all inspections welcomed before the auction. See full details in the Auction Bid Packet.OPEN INSPECTION Wednesday, April 14, 4-6PM and Wednesday, April 21, 11AM-1PM. Or contact us for a private showing.

Amenities

Type:	1 Story	Foundation:	Crawl Space
Zoning:	Residential	Basement:	No
Construction:	Existing	Laundry:	Yes
Outbuildings:	Garage, Shed	Laundry Type:	Laundry Room
# Fireplaces:	Fireplace:	Road Frontage:	83'
Roof Type:	Shingle		
Appliances:	Clothes Dryer, Clothes Washer, Garage Door Opener, Microwave, Range / Oven, Refrigerator		
Lot Description:	Corner Lot		
Exterior Type:	Aluminum Siding		
Exterior Feat:	Covered Porch, Fenced Yard, Landscaped, Solid Surface Drive, Sunroom, Thermopane windows		
Interior Feat:	Built-in Bookcase, Cedar Closet(s), Ceiling Fan(s), Eat-in Kitchen, Family Room, Natural Wood Trim, Pantry, Walk-in Closet(s)		
Road Type:	Paved		

Measurements

Above Grade Finished:	1,564.0	Nonconform Finished:	0.0
Above Grade Unfinish:	0.0	Nonconform Unfinish:	0.0
Below Grade Finished:	0.0	TFLS:	1,564
Below Grade Unfinish:	0.0		

Room Sizes & Levels

Total Rooms: **8** Garage: **Y** Garage Size: **22 x 16** Garage Type: **Carport, Detached, Front Entry** Garage Spaces: **2**

Type	Dimension	Level	Flooring	Description
Living Room	15.9 x 11.8	1st Floor	Vinyl	
Kitchen	13.4 x 11.5	1st Floor	Vinyl	Eat-In
Family Room	22 x 13.6	1st Floor	Vinyl	
MainBedroom	10.4 x 11.8	1st Floor	Vinyl	Walk-In Cedar Closet
Bathroom Half	5 x 5	1st Floor	Vinyl	Off Family Room
Other	5.2 x 8	1st Floor	Vinyl	Laundry off Family Room
Bedroom	9 x 13.6	1st Floor	Carpet	
Bedroom	10.4 x 11.8	1st Floor	Carpet	
Bedroom	8.6 x 8.6	1st Floor	Carpet	
Bathroom Full	6.8 x 5	1st Floor	Vinyl	Full w/Shower

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

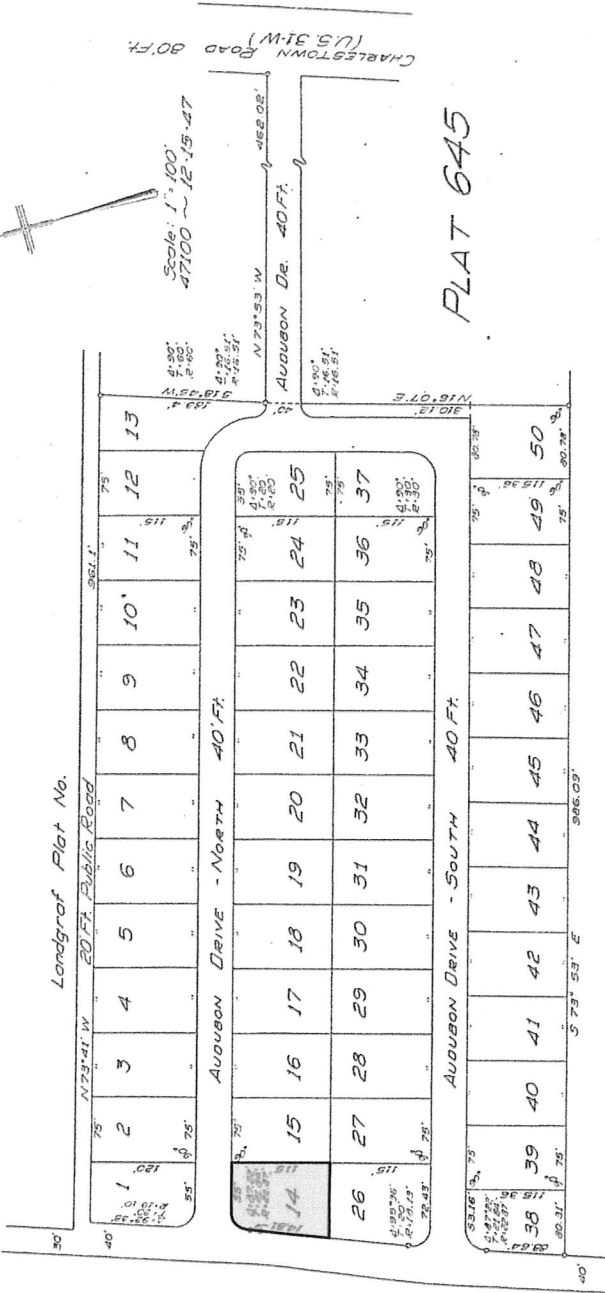
Covenants & Restr: **Yes**
Sign: **Yes**
Terms: **No**

All information deemed reliable but not guaranteed.

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

AUDUBON PLACE

FLOYD COUNTY INDIANA



ENTERED FOR TAXATION
Received for Transfer this day of 194
at o'clock P.M. and entered in New Albany
Township Transfer Book at Page
Lawrence Kitterman-Auditor

#1070
FILED AND RECORDED
Received for Record this day of February 1947
at 10:30 o'clock A.M. and Recorded as Plat No.
645 of the Floyd County Record of Plats in Plat
Book No. Six Page
Thomas E. Dean
Recorder

SURVEYORS CERTIFICATION
This is to certify that I have made this Plat
and the survey for this Plat as shown on the
above map and that it is true and correct
to the best of my knowledge and belief.
Thomas R. McQuary
Surveyor

Approved this day of December, 1947.
J. Irvin Streepey - Mayor
Ad. T. Jackson - City Engr.
Ever A. McLinn - City Atty.
Board of Public Works - New Albany, Ind.

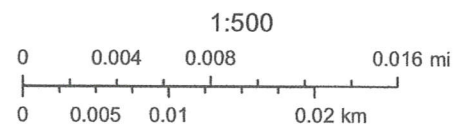
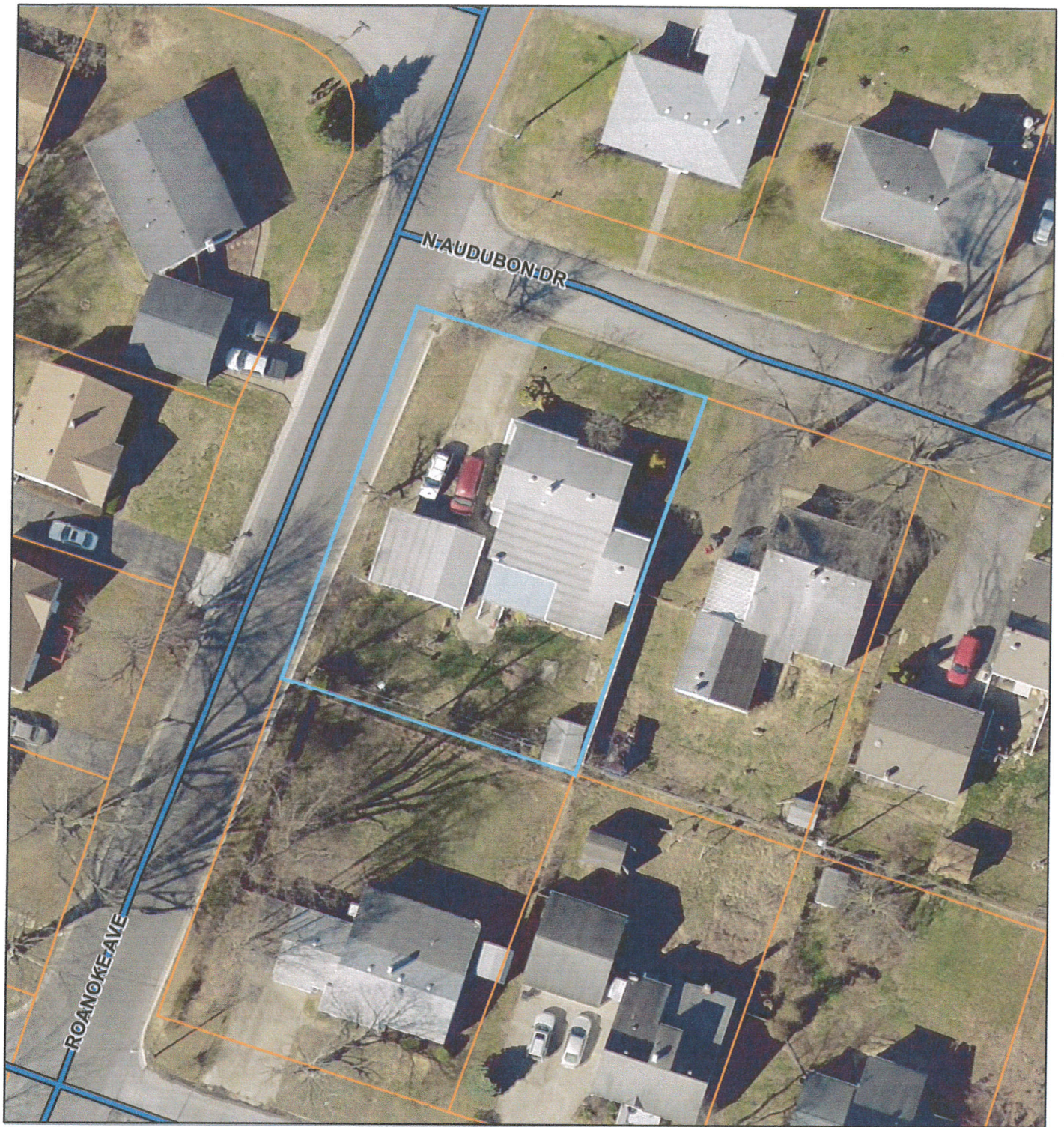
STATE OF INDIANA SS.
County of Floyd
Before me, the undersigned, a Notary
Public in and for the County and State
aforesaid personally appeared the
within named Martin L. Belvy, Victorine
Belvy, Edwin Kohl and Nonie E. Kohl
this 20th day of December, 1947, and
acknowledged the execution of the
foregoing Plat of Audubon Place
Martin L. Belvy

My Commission Expires
September 8, 1949
EXAMINATIONS & APPROVALS
Examined and Approved this 20th day
of December, 1947.

George F. Johnson - President
George F. Johnson - Secretary
Frank D. Johnson - Treasurer
Board of County Commissioners - Floyd County, Ind.

Examined and approved this 20th day of
December, 1947
City Planning Commission - New Albany, Ind.

1775 N. Audubon Drive, New Albany





SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
State Form 46234 (R6/6-14)

Date (month, day, year) 2-1-21

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 by

P.L. 183-2014. 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 address (number and street, city, state, and ZIP code) **1775 N Audubon Dr, New Albany, IN 47150**

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	Not Defective	Do Not Know	
Built-in Vacuum System	NO				Cistern	NO				
Clothes Dryer	YES				Septic Field/Bed	NO				
Clothes Washer	YES				Hot Tub	NO				
Dishwasher	NO				Plumbing	YES				
Disposal	NO				Aerator System	NO				
Freezer	CL				Sump Pump	NO				
Gas Grill	YES				Irrigation Systems	NO				
Hood					Water Heater/Electric	YES				
Microwave Oven	YES				Water Heater/Gas	YES				
Oven	YES				Water Heater/Solar	NO				
Range	YES				Water Purifier	NO				
Refrigerator	YES				Water Softener	NO				
Room Air Conditioner(s)					Well	NO				
Trash Compactor	NO				Septic and Holding Tank/Septic Mound					
TV Antenna/Dish	CL				Geothermal and Heat Pump	NO				
Other:					Other Sewer System (Explain)					
					City SEWER					
					Swimming Pool & Pool Equipment					
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			YES		
					Are the structures connected to a public sewer system?			YES		
					Are there any additions that may require improvements to the sewage disposal system?				NO	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					YES
					Are the improvements connected to a private/community sewer system?					YES
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Conditioner <i>Climate Control</i>					Attic Fan	NO				
Burglar Alarm	NO				Central Air Conditioning	YES				
Ceiling Fan(s)	YES				Hot/Water Heat	NO				
Garage Door Opener / Controls	YES				Furnace Heat/Gas	YES				
Inside Telephone Wiring and Blocks/Jacks	YES				Furnace Heat/Electric	NO				
Intercom	NO				Solar House-Heating	NO				
Light Fixtures	YES				Woodburning Stove	NO				
Sauna	NO				Fireplace	NO				
Smoke/Fire Alarm(s)	YES				Fireplace Insert	NO				
Switches and Outlets	YES				Air Cleaner	YES				
Vent Fan(s)	YES				Humidifier	NO				
60/100/200 Amp Service (Circle One)	YES				Propane Tank	NO				
Generator	NO				Other Heating Source	NO				

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

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 a 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 <i>Terry J. Duke</i>	Date (mm/dd/yy) 1-15-21	Signature of Buyer	Date (mm/dd/yy)
Signature of Buyer <i>Terry J. Duke</i>	Date (mm/dd/yy) 2-1-21	Signature of Seller	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

Property address (number and street, city, state, and ZIP code) **1775 N Audubon Dr, New Albany, IN 47150**

2. ROOF				4. OTHER DISCLOSURES			
	YES	NO	DO NOT KNOW		YES	NO	DO NOT KNOW
Age, if known				Do structures have aluminum wiring?		<input checked="" type="checkbox"/>	
Does the roof leak?		<input checked="" type="checkbox"/>		Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>		Are there any encroachments?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?		<input checked="" type="checkbox"/>		Are there any violations of zoning, building codes, or restrictive covenants?			<input checked="" type="checkbox"/>
If yes, how many layers?				Is the present use of non-conforming use? Explain:		<input checked="" type="checkbox"/>	
3. HAZARDOUS CONDITIONS				Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
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?			<input checked="" type="checkbox"/>	Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		<input checked="" type="checkbox"/>		Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>		Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Explain:				Are there any structural problems with the building?			<input checked="" type="checkbox"/>
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)				Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
				Are there moisture and/or water problems in the basement, crawi space area, or any other area?		<input checked="" type="checkbox"/>	
				Is there any damage due to wind, flood, termites, or rodents?		<input checked="" type="checkbox"/>	
				Have any structures been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
				Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
				Is the property in a flood plain?		<input checked="" type="checkbox"/>	
				Do you currently pay for flood insurance?		<input checked="" type="checkbox"/>	
				Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
				Is the homeowner a licensed real estate salesperson?		<input checked="" type="checkbox"/>	
				Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
				Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

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 <i>[Signature]</i>	Date (mm/dd/yy) 1-15-21	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>[Signature]</i>	Date (mm/dd/yy) 2-1-21	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.





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: 1775 N Audubon Dr, 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) [X] 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.)

1775 N Audubon Dr, 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 *Terry LADUKE* 2-1-21
58 SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

59 *TERRY LADUKE*
60 PRINTED

PRINTED

61 *Terry LADUKE* 2-1-21
62 SELLER'S SIGNATURE DATE

BUYER'S SIGNATURE DATE

63 *TERRY LADUKE*
64 PRINTED

PRINTED

65 *Dave A. Hurd* 2-1-21
66 LISTING BROKER DATE

SELLING BROKER DATE



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Form #37. Copyright IAR 2020



1775 N Audubon Dr, New Albany, IN 47150
(Property Address)