

BID PACKET

# ONLINE AUCTION

542 LINNWOOD AVENUE SELLERSBURG, IN 47172

ONLINE BIDDING ENDS -

THURSDAY, MAY 20 @ 2PM





# REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS 542 Linnwood Avenue, Sellersburg, IN 47172 Bidding Ends Thursday, May 20, 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 June 29, 2021. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is

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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.

#### **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 *Thursday, May 13 through Thursday, May 20, 2021.* 

#### **AGENCY**

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

# **SELLER**

**Denise Sturgis Estate** 

Listing #: 202107549

Total Finished Sqft: 2,082

Above Grade Finished SqFt: 2,082

Active (05/06/21)

Residential

Silver Creek

0.32 / 13,939

West Clark Comm.

101711000787000031



Prop Type: Residential/Farm County: Clark Subdivision: Yes Subdiv Nm: Creston Beds: Baths: 2 (20) Abv Grd SF: 2,082 2,082 Tot Fin SF: New Const: No Home Warranty: No Land Assess: 46,100

113 x 125 Lot Dim: Year Built: 1958 1,673 Annual Tax: Tax Year: 2020/2021 DOM: HOA \$:

Lot Size Src: Assessor

SubType:

Township:

Parcel#:

Lot Sz:

School Dst:

Improvements: 146,000 Total Assess: 192,100 Directions:

I-65 to Sellersburg Speed Exit # 9. Merge onto Hwy. 311 and continue North 2/10 mile to right on S. Indiana Avenuer 1/2 mile to right on Linnwood Avenue to home

on the right.

**CRESTON ADD PT of Lot 79, ALL of Lot 80** Legal:

Tot Deductions: \$96,485

# Remarks

Mid-Century Brick Ranch Online Auction - Bidding Ends Thursday, May 20 @ 2PM. Classic 1950s custom built one family owned one level brick ranch on an oversized lot just minutes to schools and 1 mile from I-65 with easy access. Original terrazzo floors, floor to ceiling glass doors to sunroom, brick fireplace with Buck Stove insert and built-in bookshelves in hearth room, large laundry mudroom off kitchen with original cast iron deep sink, marble surround fireplace in living dining, prairie style replacement windows. 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 Thursday, May 13, 4-6PM and Thursday, May 20, 11AM-1PM

#### **Amenities**

1 Story Type: Residential Zoning: Construction:

Existing

Outbuildings: # Fireplaces: Roof Type:

Fireplace: Insert, Woodburning Shinale

Foundation: Basement: No Laundry: Yes

Basement Type: Laundry Location: First Level

Laundry Room

Crawl Space

Laundry Type: 113' Road Frontage:

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

**Brick Over Frame** Exterior Type:

Exterior Feat: Interior Feat:

Covered Porch, Fenced Yard, Landscaped, Patio, Solid Surface Drive, Sunroom, Thermopane windows Bath Master, Built-in Bookcase, Ceiling Fan(s), Ceramic Bath, Family Room, Foyer, Pantry, Utility/Mud

Room

Road Type:

Paved

#### Measurements

Above Grade Finished: 2,082.0 Above Grade Unfinish: 0.0 Below Grade Finished: 0.0 Below Grade Unfinish: 0.0

Nonconform Finished:

0.0 Nonconform Unfinish: 0.0 TFLS: 2,082

# Room Sizes & Levels

Total Rooms: 6

Garage: Y

Garage Size: 24 x 25

Garage Type: Attached, Front Garage Spaces: 2

Entry

Type Living Room	Dimension 24 x 13.7	<u>Level</u> 1st Floor	<u>Flooring</u> Carpet	Description
Kitchen	14 x 9.6	1st Floor	Other	Terrazzo Flooring
Family Room	15.3 x 18.2	1st Floor	Other	Terrazzo Flooring
MainBedroom	14.1 x 12.1	1st Floor	Carpet	
Bathroom Full	6 x 6	1st Floor	Tile	Off Main Bedroom
Bedroom	13.1 x 11.6	1st Floor	Carpet	
Bedroom	13.1 x 10.8	1st Floor	Carpet	
Bathroom Full	8.5 x 5.5	1st Floor	Tile	

#### Utilities

Water Heater: Water Type: Natural Water: **Public Onsite** 

Heat Type: Cooling Type: Fuel Type:

Cable Central Air **Electric** 

Sewer Type: Sewer

**General Information** 

Possession:

At Closing

Flood: Seller Will Lease:

No

No

Covenants & Restr: Sign: Terms:

Unknown

Yes No

All information deemed reliable but not guaranteed.

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

Printed

Review Group Wednesday, March 25, 2020

Data Source N/A

Collector

Appraiser

CAP 3 Value

Total Value

\$46,100

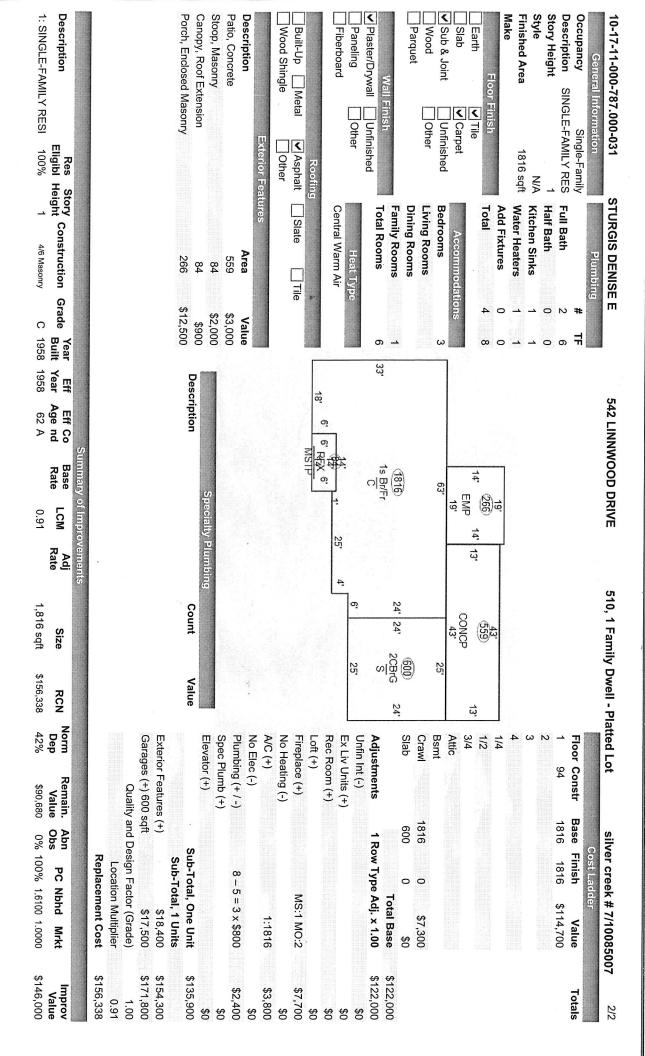
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# LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

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®

2	PROPE	RTY	ADDRESS: 542 Linnwood Ave, Sellersburg, IN 47172					
3 4 5 6 7 8 9 10 11 12	Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified the 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 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 an known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended.							
13 14	SELLER	r's d	DISCLOSURE					
15	(a.) Pres	ence	e of lead-based paint and/or lead-based paint hazards: <i>(check (i) or (ii) below)</i>					
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 23 24 25 26 27	(b.) Reco	ords	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	(ii)	X	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					
30 31	BUYER'	S AC	CKNOWLEDGEMENT (initial)					
32	(c.)							
33	(d.)		Buyer has received the pamphlet Protect Your Family From Lead In Your Home.					
34	(e.)							
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) [	X	waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.					
40 41 42	(f.)	R'S A	ACKNOWLEDGMENT <i>(initial)</i> Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act					
43 44 45	o.		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.)					
46								
			542 Linnwood Ave, Sellersburg, IN 47172					

(Property Address)

Page 1 of 2 (Lead-Based Paint - Sales) **COPYRIGHT IAR 2021** 

Fax: (812)944-5558

#### **CERTIFICATION OF ACCURACY**

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.

July. St Personal Re	2/5.		
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
John R. Sturgis PRINTED	5/5/21	PRINTED	
SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
PRINTED	5-57021	PRINTED	
LISTING BROKER	DATE	SELLING BROKER	DATE



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542 Linnwood Ave, Sellersburg, IN 47172

(Property Address)

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