

BID PACKET

KENWOOD BRICK RANCH ONLINE AUCTION

6600 S. THIRD STREET
LOUISVILLE, KY

ONLINE BIDDING ENDS

WEDNESDAY, JUNE 30 @ 6PM

**HARRITT
GROUP** INC.

HARRITGROUP.COM

4704 CORYDON PIKE, NEW ALBANY, IN - 812-944-0217 - 502-592-4000 - INFO@HARRITGROUP.COM



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

6600 South Third Street, Louisville, KY 40214

Bidding Ends Wednesday, June 30, 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 August 9, 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 PVA 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, June 23 through Wednesday, June 30, 2021.*

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

SELLER David L. Kiesler Estate

Residential - Auction



List Number: 1588723
Address: 6600 S Third St, Louisville, KY 40214
Area: 05-Auburndale/Fairdale/IroquoisPrk/Shively
Sub Area: A
Total Living Area: 2,003
Basement: Partially Finished
Total # Bedrooms: 3
Disclosure: Yes
Style: Ranch

Status: Active
School District: Jefferson
Above Grade
Finished: 1,333
Total Baths: 2
Sqft - Total Unfin: 663
Nonconform SqFt
Fin: 0
Nonconform SqFt
UF: 0

Listing Price: 1
County: Jefferson
Subdivision/Condo: KENWOOD VILLAGE
Baths - Full: 2
Baths - 1/2: 0
Age: 58
Year Built: 1963
Stories: 1



Open House Info:
 In-Person Open House 06/23/2021 2:00 PM to 4:00 PM

Directions: I-264 East to Exit 9 KY-1865 Taylor Boulevard. South 1.6 miles continuing on New Cut Road to left on W. Kenwood Drive. 4/10 mile to left on S. 3rd. Street. 2/10 mile to left on Lone Oak Trail.

KENWOOD BRICK RANCH ONLINE AUCTION - BIDDING ENDS WEDNESDAY, JUNE 30 @ 6PM. Charming 1960's three-bedroom two-bath brick ranch with sunroom and full partially finished basement on the corner of Lone Oak Trail in Kenwood Village just 2.2 miles SE of the Watterson Expressway. Great opportunity - first time on the market! Bright and airy living room with large picture window, built-in cabinet & brick fireplace, enclosed sunroom with glass & screen doors and family game room with wet bar and vintage pool table. Water heater was replaced in April 2021, and the refrigerator in 2019. South Louisville location minutes to the historic Olmstead Iroquois Park established in 1877, the renovated Colonial Gardens restaurant, the airport, schools, shopping and dining. 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 Wednesday, June 23, 2-4PM. Or contact us for a private showing.

Room Name	Level	Width	Length	Remarks
Living Room	First	13.4	19.1	
Kitchen	First	13.1	15.8	
Bedroom	First	13.3	13.3	2 Closets
Bedroom	First	11.1	13.3	
Bedroom	First	10.11	13.3	
Full Bathroom	First	6.7	9.9	
Family Room	Basement	16.1	15.1	
Game Room	Basement	30.8	13	
Full Bathroom	Basement	5.7	7.1	
Florida Room	First	18	12.2	

	(Fin)	(UF)
AG	1,333	0
BG	670	663
NC	0	0
Total	2,003	663
SgFtSrc:	Other	

Basement: Partially Finished
Construction: Brk/Ven
Exterior: Patio; Porch
Foundation: Poured Concrete
Fencing: Chain Link; Partial
Heating/Cooling: Central Air; Forced Air Heat; Gas Heat
Lot Description: Corner; Level
Garage/Parking: Driveway; None
Roof: Shingle
Utilities: Electricity Connected; Fuel:Natural; Public Sewer; Public Water
M Struct Flood Plain: No

Total # of Rooms: 7
First Floor PBR: Yes
First Floor Laundry: No
Laundry Level: Basement
Closets Level 1: 6
Fireplaces Level 1: 1

Lot Dimensions: 53 x 179	Lot SF: 9,487	Lot SF Source: PVA	Acres: 0.21	Sold As-Is: Yes
HOA Fee: No	HOA Y/N: No			
Condo Features:				
Farm Features:				
City Tax: 0	County Tax: 1122.50	Deed Bk: 4280	Pg #: 532	Block: 062D
Lot: 1	Sub-Lot: 0			
, Lic. #	DOM/CDOM: 6/6			
, Lic. #	Listing Date: 06/17/2021			

Information is deemed to be reliable, but is not guaranteed. © 2021 MLS and FBS. DMCA Notice Prepared by Douglas A Harritt on Wednesday, June 23, 2021 9:20 AM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.



GREATER LOUISVILLE ASSOCIATION OF REALTORS®, INC.
ATTACHMENT TO RESIDENTIAL SALES CONTRACT



David L. Kiesler Estate (Seller) and _____ (Buyer)

for Property at 6600 S. 3rd Street, Louisville, Kentucky _____

Lead Warning Statement

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 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.

Sellers Disclosure (initial)

MK

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)
- Known lead-based paint and/or lead-based paint hazards are present in the housing: (explain):
- _____
- _____

MK

- 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 one below):
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):
- _____
- _____

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint in the housing.

Buyer's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.
- (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

[Signature]

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

Broker Agent has advised Seller of Seller's obligation under the law to complete this form and Seller has refused to do so.

Seller _____ Date / / Buyer _____ Date / /

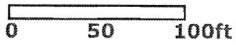
Certification of Accuracy

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.

Seller Michael L. Kiesler, EXECUTOR Date 4-15-2021 Buyer _____ Date / /

Seller _____ Date / / Buyer _____ Date / /

Agent [Signature] Date 4/15/2021 Agent _____ Date / /



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