

BID PACKET

Click Asset Trust

COMMERCIAL ONLINE AUCTION

2 ACRES 2 HOMES



**7311 & 7315 HIGHWAY 311
SELLERSBURG, IN 47172**



ONLINE BIDDING ENDS
WEDNESDAY, JULY 15 @ 2PM

**HARRITT
GROUP** INC.

HARRITGROUP.COM

AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

7311 - 7315 Hwy. 311, Sellersburg, Indiana 47172

Wednesday, July 15, 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.

PARCELS The two-parcel complex will sell together as one unit.

7311 Highway 311 - Parcel # 10-17-08-800-125.000-031

7315 Highway 311 - Parcel # 10-17-08-800-119.000-031

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 24, 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 *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.

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.

ZONING Property is zoned Central Business B-2 District.

SURVEY - Properties are being sold per courthouse records and deed, *without* a survey. The combined lot size is 200' x 435'.

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 at closing.

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 prior to the beginning of the Online Auction. 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 Click Asset Trust

Client Detail

7311-7315 Highway 311, Sellersburg, IN 47172

Listing #: 202008863

\$.00

Active (06/30/20)



Prop Type:	Commercial	SubType:	Residential
County:	Clark	Approx Sqft:	2,502
Township:	Silver Creek	Lot Sz:	2 / 87,120
Lease Rate:		Lot Sz Src:	Assessor
Ls Rt Type:		Lot Dim:	200' x 435'
Ann Tax:	2,241	Irreg. Dim:	
Tax Year:	2019/2020	Land Assess:	\$70,800
Parcel#:	101708800125000031	Improvements:	157,600
Adl Parc#:	101708800119000031	Total Assess:	\$228,400
Directions:	I-65 to IN-60 Exit #7. West 1 mile to left on Hwy. 311. South 0.2 miles to property on right.	DOM:	2
Year Built:			
Legal:	GT 88 2 AC		

Remarks

2 Acres - 2 Homes Commercial Online Auction - Bidding Ends Wednesday, July 15 @ 2PM. Prime 2-acre commercial site with 2 single-family homes located in high traffic business & residential corridor in Hamburg near the intersection of IN-60. The two-dwelling complex zoned Central Business B-2 District has 200' frontage and will sell together as one unit. Multiple residential high-density units have joined the area of medical and retail, making this area a thriving hub, flexible for multiple uses. This complex includes an 1146 SF ranch and a 1356 SF Bedford stone 1 1/2 story home with garage, both ready for immediate occupancy. Excellent proximity to large-scale, mixed-use developments. INDOT average annual daily traffic is 13,008. Located 1.2 Miles West of I-65 Exit #7 and 10 Miles North of Louisville KY. Clark Regional Airport - 6 Minute Drive - 2.4 Miles & Louisville International Airport - 18 Minute Drive - 16.5 Miles. A great location to occupy, develop, or invest in. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS 10% Non-refundable down payment due the day of auction, balance due in 40 days. Taxes prorated to the day of closing. Possession at closing. Selling as is without contingencies, all inspections welcomed prior to the auction. INSPECTION Wednesday, July 8, 11am - 1pm & Wednesday, July 15, 11am - 1pm.

Amenities

Construction:	Existing	Number of Docks:	
Road Frontage:	200'	Dock Height:	
Max Divisible Sq Ft:		Existing Zoning:	B-2
Elevators YN:		Units Total:	0

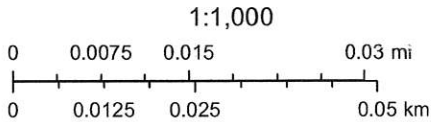
Units

General Information

Transaction Type:		Flood:	No
Covenants & Restr:	No	Sign:	Yes

All information deemed reliable but not guaranteed.

7311 & 7315 Hwy. 311, Sellersburg, Indiana 47172



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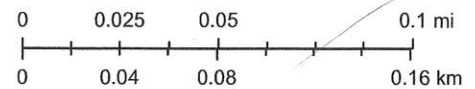


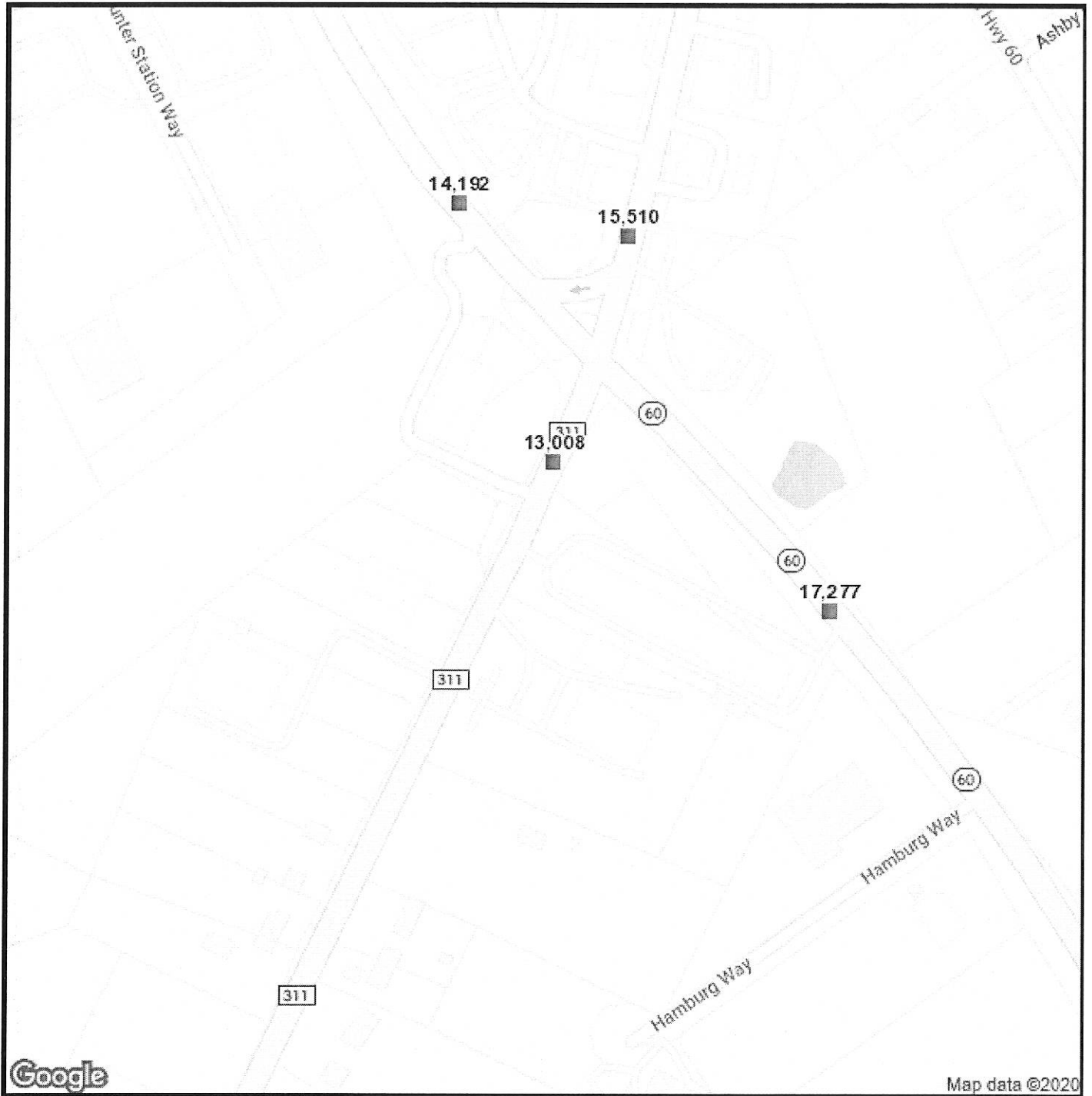
Zoning - Sellersburg

Zoning

	A: Agriculture		IB1: Interchange Business
	B1: Local Business		MHP: Mobile Home Park
	B2: Central Business		OPS: Open Public Space
	B3: General Business		PUD: Planned Urban Development
	GO: General Office		R1: Single Home Family
	I1: Light Industry		R2: Single and Two Family
	I2: Heavy Industry		R3: Multi Family
			RPO: Residential Professional

1:3,000

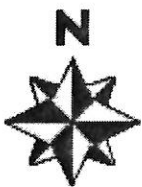




0 400 800



Feet



- TCDS Locations**
- Short
 - Continuous
 - WIM
 - Located Short
 - Located Continuous
 - Located WIM
 - State Owned
 - Inactive Location



6/19/2020

Section 2.9 - Central Business (B-2 District)

2.9.1 - Purpose and Intent

This district is intended for downtown Sellersburg where storefronts are located on the front property line and parking is located on the street or behind the structure. Retail, office and institutional uses of importance to the entire community are encouraged to locate in this district. Apartments above commercial uses are encouraged; however, multifamily uses such as apartments and townhouses are permitted on separate lots. However, auto-oriented uses that require significant off street parking or that result in the setback of the building from the front property line are excluded because of their inconsistency with the urban design character of downtown Sellersburg.

2.9.2 - Use Regulations

2.9.2.1 - Uses Permitted by Right

No building or structure, or part thereof shall be erected, altered, or used or land use in whole or in part for other than one or more of the following specific permitted uses in accordance with the limitation thereafter specified.

- (1) Any commercial uses permitted by right in a B-1 District, except auto parking.
- (2) Accessory living quarters may be provided with any structure used for a permitted use.
- (3) Antique shops.
- (4) Apparel shops
- (5) Bakery.
- (6) Banks, credit agencies, security, commodity broker and service, insurance carrier, insurance agents, broker, and services, real estate, holding and other investment companies.
- (7) Bars or taverns without live entertainment.
- (8) Bicycle sales and service.
- (9) Civic and community clubs, lodges, fraternal or religious associations.
- (10) Custom dressing, tailor, millinery shop.
- (11) Day care centers.
- (12) Department/Discount store.
- (13) Funeral home.

- (14) Furniture, and major or small appliance stores.
- (15) Hotels and motels.
- (16) Indoor commercial amusement, recreation and establishments, including but not limited to theater, bowling allies, billiard parlor, gymnasium, tennis facilities, fitness center, health club, roller or ice skating rink, private clubs or lodges.
- (17) Liquor store.
- (18) Medical facilities such as hospitals and sanitariums (excluding mental health), rehabilitative facilities and nursing homes (excluding mental health facilities).
- (19) Office uses or complexes, including but not limited to professional business and government office, banks, savings and loans offices.
- (20) Paint, glass and wallpaper store.
- (21) Personal services shop, beauty shop, beauty salons, shoe repair shops, tex return preparation, formal wear rental, dress makers, health and reducing clubs, clothing and rental costume, wedding chapels.
- (22) Physician offices, dentist offices, osteopathic physician office, chiropractor offices, optometrist office, legal services, social services, engineering and architect services, accounting, auditing and bookkeeping, public finance.
- (23) Photographic studio.
- (24) Post office includes storage or delivery vehicles, provided such storage area is screened by solid decorative fence or wall not less than six (6) feet in height.
- (25) Public and semi-public uses such as libraries, museums, churches, civic or community centers, exhibition halls, galleries, civic clubs, philanthropic institutions, auditoriums, assembly halls, fire stations, police stations.
- (26) Radio and television stations.
- (27) Residential - attached or detached multi-family dwellings (subject to all standard requirement and regulations of the dwelling district codes of this Ordinance) including single-family attached (townhouse), and multi-family dwelling units; rooming/lodging houses; fraternities and sororities; group homes; and bed and breakfast (tourist) homes. Single-family detached dwellings and two-family dwellings (duplexes) are prohibited.
- (28) Retail stores of the following kind: art supply, book and stationary, confectionery or ice cream, drugs, newsstand or sundries, florist, fruit or vegetables, bakery, gifts, home appliance, jewelry, package liquor, meat market, or delicatessen, music, photographic supplies, shoe, clothing, variety, furniture, paint.
- (29) Schools, parks and playgrounds,
- (30) Telephone exchange, minor electrical substations, provided telephone exchange and/or minor

electrical substations are adequately screened with a combination of fencing and landscaping and is of size and character appropriate and compatible in appearance to the district.

- (31) Theaters without "adult entertainment".
- (32) Used merchandise stores.
- (33) Video, television, and phonograph sales and service,
- (34) Miscellaneous business services, advertising agencies, outdoor advertising services, radio and T. V. advertising, miscellaneous advertising, credit reporting and collection, direct mail advertising, blueprint and photocopying, commercial photographic/art, steno duplicating, news syndicates, computer software services, data processing service, computer related services, research and development labs, management and public relations, detective/protection service, photo finishing, trading stamp services, appraisers, auctioneers, interior decorating, interior design.
- (35) Other uses: other uses or enterprises similar to the above, which in the judgment of Commission or similar to and not more objectionable to the general welfare, than the uses listed. "Other uses" so determined shall be regarded as listed uses. In no instance, however, shall the Commission determine nor the regulations be so interpreted that a use shall be permitted in a district when such use is specifically listed as first permissible in a lesser restricted district.

2.9.2.2 - Contingent Uses

The following uses are permitted subject to conditions set forth in Section 3.5 and the granting of a "conditional use" permit by the Board of Zoning Appeals after a public hearing:

- (1) Greenhouse, Commercial.
- (2) Religious Organizations.
- (3) Schools

2.9.2.3 - Special Exceptions

The following uses are permitted subject to conditions enumerated in Section 3.6 and the granting of a "special use" permit by the Board of Zoning Appeals after a public hearing:

- (1) Auto Parking Garages and Lots
- (2) Civic and Community Clubs
- (3) Correctional Facilities
- (4) Lodge Halls
- (5) Railroad Yards

2.9.3 - Area

- (1) For nonresidential uses, the lot area shall be a minimum of two thousand five hundred (2500) square feet per structure with a minimum width of twenty-five (25) feet. The maximum lot area coverage shall not exceed ninety-five (95) percent, and the floor area ratio (i.e., the ratio of gross floor area to lot area) shall not exceed 2.0. [Note: A floor area of any basement or attic is included in the total gross floor area.]
- (2) For residential uses, the lot area shall be a minimum of six thousand (6000) square feet, with a minimum width of sixty (60) feet; and there shall be not less than 3630 square feet of lot area per dwelling unit (i.e., a maximum density of twelve (12) dwelling units per acre of lot area).
- (3) All lots shall be served by sanitary sewers.

2.9.4 - Yards

- (1) Front Yard:
 - (A) The minimum required front yard shall be not less than the smaller of the front yards of the two buildings immediately adjacent (on either side) of the proposed use, or ten (10) feet from the ultimate right-of-way of the street, whichever is greater.
 - (B) For corner lots, a front yard shall be required on each street, equal to the front yard of the adjacent building on each street frontage, or twenty-five (25) feet, whichever is greater, to ensure adequate visibility at intersections.
- (2) Side Yard: Zero-lot line.
- (3) Rear Yard: 5 feet minimum.

2.9.5 - Height

No building or structure or part thereof shall be erected or altered to a height exceeding thirty five (35) feet.

2.9.6 - Maximum Lot Coverage

Not more than ninety-five (95%) percent of any lot area may be covered by buildings and/or impervious paving materials, and not more than forty (40%) percent of any lot area may be occupied by buildings. A minimum of twenty (20%) percent of each lot shall be landscaped.

2.9.7 - Off Street Parking and Loading Requirements

See Section 1.27

2.9.8 - Sign Requirements

2.9.8.1 - Intent

Within this district the intent of sign regulation is to ensure visual compatibility with the scale and character of the surrounding architecture. The signage must also be readable by pedestrians and people in slow-moving vehicles.

2.9.8.2 - Number

There shall be no more than three (3) types of signs employed per building, regardless of number of occupancies. (e.g. free-standing, awning, window, or wall, window, and awning). Each ground floor occupant of a building may display two (2) signs. Each occupant in an upper level of a building may display one sign.

2.9.8.3 - Materials

All signs shall be made of wood or metal. If plywood is to be used, it must have exceptionally smooth and weather resistant surfaces, such as those obtained with medium density overlay ("MDO") board.

2.9.8.4 - Location

- (1) Signs should be concentrated near the pedestrian level.
- (2) The upper facades of buildings should not be cluttered with signs.
- (3) Signs shall not obscure important architectural details or features such as windows, transom panels, sills, moldings, and cornices.
- (4) Wall signs identifying commercial establishments shall generally be placed within an information band immediately above the storefront. The information band shall be confined to the vertical distance separating windows on the ground and the second floors, or should be no more than two (2) feet in height, whichever is lesser.
- (5) Signs on adjacent storefronts within the same building shall be coordinated in height and proportion, and should be encouraged to use the same signing format.

2.9.8.5 - Colors

Colors should be chosen to complement, not clash with the facade color of the building. Signs should normally not contain more than three colors, except in instances of an illustration. Dark backgrounds with light-colored lettering shall generally be required, as this is traditional. Examples of preferred background colors are burgundy red, forest green, chocolate brown, black, charcoal, and navy blue. Preferred lettering colors are ivory, white or gold. "Day-glow" colors are prohibited.

2.9.8.6 - Size

The size of signs should be restricted to ensure that signs do not overpower the facades to which they are affixed. Not more than one and a half square feet (1.5 sq. ft.) of total signage area will be permitted per linear foot of storefront.

2.9.8.7 - Preferred Sign Types

- (1) Free-standing only as a multiple sign or with large building setback.
- (2) Wall.
- (3) Window
- (4) Projecting.
- (5) Awning.
- (6) Landmark.
- (7) Marquee.

2.9.9 - Landscaping Requirements

2.9.9.1 - Landscape Planting

Shade trees and other plant materials shall be provided along the street frontage occupied by developments in the Central Business District, in other unpaved areas of the site, and within traffic-barrier islands installed in the parking lot. Emphasis shall be placed on the use of shade trees. No shrubs shall be used that will interfere with drivers' sight distances at driveway interchanges.

2.9.9.2 - Buffer Requirements

- (1) Along a side or rear property line, the owner shall place and maintain a planting area 25 feet in width containing hedge, evergreens, and shrubbery, or suitable vegetation of sufficient planted density to produce a total visual screening consistent with the topography, the existing vegetation, and the use of the adjacent land. Wherever possible, the owner shall make every effort to retain existing natural screening, such as vegetation and topography.
- (2) All evergreen vegetation to be installed shall not be less than five feet in height at the time of planting and shall be of such species that expected height at maturity shall not be less than 15 feet.
- (3) All deciduous material to be installed shall not be less than eight feet in height and two-inch caliper.
- (4) All plant material shall be guaranteed for two years. All plant material that dies within that time shall be replaced by applicant.
- (5) Trash and refuse shall either be stored inside the building or within an opaque screened area, which shall be at least six feet high.



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: 7311 Highway 311, Sellersburg, IN 47172

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.)

7311 Highway 311, Sellersburg, IN 47172

(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 Grace Click 6/8/2020
58 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

59 GRACE CLICK
60 PRINTED PRINTED

61
62 Wanda M McGUIGGAN 6/8/20
63 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

64 Wanda M. McGuiiggan
65 PRINTED PRINTED

66
67 [Signature] 6-8-2020
68 LISTING BROKER DATE SELLING BROKER DATE



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #37. Copyright IAR 2020



7311 Highway 311, Sellersburg, IN 47172
(Property Address)



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

Date (month, day, year) 6/8/2020

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. 180-2014. 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) **7311 Highway 311, Sellersburg, IN 47172**

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	✓				Cistern				✓	
Clothes Dryer	✓				Septic Field/Bed	✓				
Clothes Washer	✓				Hot Tub	✓				
Dishwasher	✓				Plumbing			✓		
Disposal	✓				Aerator System	✓				
Freezer	✓				Sump Pump			✓		
Gas Grill	✓				Irrigation Systems	✓				
Hood	✓				Water Heater/Electric	✓				
Microwave Oven	✓				Water Heater/Gas			✓		
Oven	✓				Water Heater/Solar	✓				
Range	✓				Water Purifier	✓				
Refrigerator			✓		Water Softener	✓				
Room Air Conditioner(s)	✓				Well				✓	
Trash Compactor	✓				Septic and Holding Tank/Septic Mound	✓				
TV Antenna/Dish	✓				Geothermal and Heat Pump	✓				
Other:					Other Sewer System (Explain)			✓		
					<i>City Sewers</i>	✓				
					Swimming Pool & Pool Equipment	✓				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			✓		
					Are the structures connected to a public sewer system?			✓		
					Are there any additions that may require improvements to the sewage disposal system?				✓	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
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 Purifier	✓				Attic Fan	✓				
Burglar Alarm	✓				Central Air Conditioning			✓		
Ceiling Fan(s)			✓		Hot Water Heat	✓				
Garage Door Opener / Controls	✓				Furnace Heat/Gas			✓		
Inside Telephone Wiring and Blocks/Jacks				✓	Furnace Heat/Electric	✓				
Intercom	✓				Solar House-Heating	✓				
Light Fixtures			✓		Woodburning Stove	✓				
Sauna	✓				Fireplace	✓				
Smoke/Fire Alarm(s)				✓	Fireplace Insert	✓				
Switches and Outlets			✓	✓	Air Cleaner	✓				
Vent Fan(s)	✓				Humidifier	✓				
60/100/200 Amp Service (Circle one)			✓		Propane Tank	✓				
Generator	✓				Other Heating Source	✓				

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 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>Grace Clark</i>	Date (mm/dd/yy) <i>6/8/20</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>Wanda M. Higgins</i>	Date (mm/dd/yy) <i>6/8/20</i>	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)
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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®

PROPERTY ADDRESS: 7315 Highway 311, Sellersburg, IN 47172

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) 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) 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.) 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.)

7315 Highway 311, Sellersburg, IN 47172
(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 X Grace Click 6/8/2020
57 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

58
59 GRACE CLICK
60 PRINTED PRINTED

61
62 Wanda M McBURGAN 6/8/20
63 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

64
65 Wanda M. Burrgan
66 PRINTED PRINTED

67
68 [Signature] 6-8-2020
69 LISTING BROKER DATE SELLING BROKER DATE



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Form #37. Copyright IAR 2020



7315 Highway 311, Sellersburg, IN 47172
(Property Address)



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

Date (month, day, year)
6/8/2020

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. 180-2014. 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) **7315 Highway 311, Sellersburg, IN 47172**

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	✓				Cistern	✓				
Clothes Dryer			✓		Septic Field/Bed	✓				
Clothes Washer			✓		Hot Tub	✓				
Dishwasher			✓		Plumbing			✓		
Disposal	✓				Aerator System	✓				
Freezer	✓				Sump Pump			✓		
Gas Grill	✓				Irrigation Systems	✓				
Hood	✓				Water Heater/Electric	✓				
Microwave Oven	✓				Water Heater/Gas			✓		
Oven			✓		Water Heater/Solar	✓				
Range			✓		Water Purifier	✓				
Refrigerator			✓		Water Softener	✓				
Room Air Conditioner(s)	✓				Well	✓				
Trash Compactor	✓				Septic and Holding Tank/Septic Mound	✓				
TV Antenna/Dish	✓				Geothermal and Heat Pump	✓				
Other:					Other Sewer System (Explain)			✓		
					Swimming Pool & Pool Equipment	✓				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			✓		
					Are the structures connected to a public sewer system?			✓		
					Are there any additions that may require improvements to the sewage disposal system?				✓	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
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 Purifier	✓				Attic Fan	✓				
Burglar Alarm	✓				Central Air Conditioning			✓		
Ceiling Fan(s)			✓		Hot Water Heat	✓				
Garage Door Opener / Controls	✓				Furnace Heat/Gas			✓		
Inside Telephone Wiring and Blocks/Jacks				✓	Furnace Heat/Electric	✓				
Intercom	✓				Solar House-Heating	✓				
Light Fixtures			✓		Woodburning Stove	✓				
Sauna	✓				Fireplace	✓				
Smoke/Fire Alarm(s)				✓	Fireplace Insert	✓				
Switches and Outlets			✓		Air Cleaner	✓				
Vent Fan(s)	✓				Humidifier	✓				
60/100/200 Amp Service (Circle one)			✓		Propane Tank	✓				
Generator	✓				Other Heating Source	✓				

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.

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Signature of Seller <i>Grace Clark</i>	Date (mm/dd/yy) <i>6/8/20</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>Wanda M. M. Sawyer</i>	Date (mm/dd/yy) <i>6/8/20</i>	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)

Property address (number and street, city, state, and ZIP code)

7315 Highway 311, Sellersburg, IN 47172

2. ROOF	YES	NO	DO NOT KNOW
Age, if known <u>20 Years ?</u>			<input checked="" type="checkbox"/>
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?			<input checked="" type="checkbox"/>
Is there more than one layer of shingles on the house?			<input checked="" type="checkbox"/>
If yes, how many layers?			
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
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 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"/>	
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"/>	
Explain:			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?		<input checked="" type="checkbox"/>	
Are there any foundation problems with the structures?			<input checked="" type="checkbox"/>
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use of non-conforming use? Explain:		<input checked="" type="checkbox"/>	
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?			<input checked="" type="checkbox"/>
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, crawl 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 or broker?		<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"/>	

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Signature of Seller <i>Trace Clark</i>	Date (mm/dd/yy) <u>6/8/2020</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>Wanda M. Guiguan</i>	Date (mm/dd/yy) <u>6/8/2020</u>	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.

