

Seller: Stephens/Bray

AUCTION

Ranch-Style Home on 1.7± acres

>>> CLICK HERE TO LEARN MORE <<<



Property Location: 10035 Towne Road, Carmel, IN

Bidding ends: May 24 • 2 PM ET >>>> **Open House:** April 30 • 1-3 PM ET

- 3 BR, 2 BA Ranch-style home
- 2 car garage
- Great location minutes from 465 bypass
- Barn with three horse stalls, work area, loft & lean to
- Fenced
- 14 miles to Indianapolis, 16 miles to Indianapolis Motor Speedway
- Less than 3 hours to Chicago



**Coffey Realty
& Auction**
Lic#AC30200042

UnitedCountryIN.com Cody Coffey 812-360-8383

Visit website or call for complete terms and conditions. Seller: Stephens/Bray



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PROPERTY DESCRIPTION

10035 Towne Road
Carmel, IN

Bid Online through Wednesday, May 24th @ 2pm.

Open house/preview, Sunday, April 30 1-3pm

3 bedroom, 2 bath ranch style home with 2 car garage and a barn situated on 1.7 +/- acres in a great location. Home features wood burning fireplace in den. Kitchen has white wood cabinets, laminate flooring, Frigidaire side by side refrigerator, GE stove, and Frigidaire Ultra Quiet Plus dishwasher. Family room has many windows to enjoy the back yard view and laminate flooring. Living room has a bow style window with laminate flooring. Master bedroom has laminate flooring, handicap accessible with roll in shower. Barn has three horse stalls, work area, loft and a lean to off the back. The property is fenced with a gate at the driveway.

Located on the north side of Indianapolis and minutes from 465 bypass. 14 miles to downtown Indianapolis, 25 miles to Indianapolis International Airport, 16 miles from Indianapolis Motor Speedway. Less than 3 hours from Chicago, IL



TERMS & CONDITIONS

Stephens/Bray - Real Estate Auction

**10035 Towne RD. – Carmel, IN 46032
Hamilton County – Clay Township**

Legal Description

Acreeage 1.70 Section 9, Township 17, Range 3

- The property will be sold at Public “Online Only - Internet Auction” ending Wednesday, May 24, 2017 @2:00PM
- In the case of a tie bid, precedence is given to the earliest bid
- To be approved as an online bidder a signed copy of the terms and conditions along with a signed bidders certification must be received and approved by the auction office.
- The property will be Sold Subject to Seller’s Confirmation. The seller reserves the right to reject any and all bids.
- Property sells as-Is with no warranties expressed or implied
- Property included in the sale is the real estate only.
- The auction is Subject to prior sale (the property can be purchased prior to the end of the auction)
- The seller reserves the right to cancel the auction at any time prior to the final bid closing
- Buyers Premium
 - An **11%** buyer’s premium will be added to the final bid and charged to the buyer, the final bid plus the 11% buyer’s premium will establish the final sales price.
- A **\$20,000.00 Down payment** must be paid by the successful bidder by direct wire transfer within 24 hours of acceptance of the auction contract by the Sellers payable to Fidelity National Title The down payment deposit will be non-refundable; your bidding is not conditional upon financing, so be sure you are prepared to pay cash at closing or have arranged your financing prior to bidding. The balance of the purchase price including the buyer’s premium will be due via a wire transfer to the closing company, on delivery of insurable title on or before June 26, 2017
 - A promissory note will be signed along with the down payment.
- Final closing is NOT contingent upon financing.
- The property will be conveyed by a Warranty Deed
- The seller agrees to furnish buyer(s) with an owner’s policy of Title Insurance Policy at closing.
- Real Estate Taxes: the taxes will be prorated to the day of closing.
- Closing:

Closing shall take place at the office of: **Fidelity National Title** – 234 E Carmel Dr, Carmel, IN 46032

- Closing fee will be paid by the buyer.
- Closing will be held on or before June 26, 2017
- Possession will be granted on day of final closing.
- The successful Bidder shall execute a “Real Estate Auction Sales Contract” for the property immediately after being declared the Successful Bidder by the Auctioneer.
- Each potential Bidder is responsible for conducting at their own risk, their own independent inspections, investigations, and due diligence concerning the property.
 - Further; Property sells as-is with no warranties expressed or implied
- United Country Coffey Realty & Auction and their representatives are exclusive agents of the Seller.
- Seller: Rita Stephens & Timothy L Bray
- All announcements made up to the final close of the Auction bidding take precedence over all advertising, oral or printed material.

TERMS & CONDITIONS

- All marketing information and PIP materials were gathered from reliable sources and are believed to be correct as of the date they were published; however the seller or auctioneers have not independently verified this information. Auction plats and drawings are not to be relied on and are for representation purposes only. Its accuracy is not warranted in any way. There is no obligation on the part of the sellers or auctioneer to update this information.

SALE SITE: Internet Only

VIEWING INSTRUCTIONS: Open House / Preview: April 30, 2017 from 1:00-3:00pm EDT

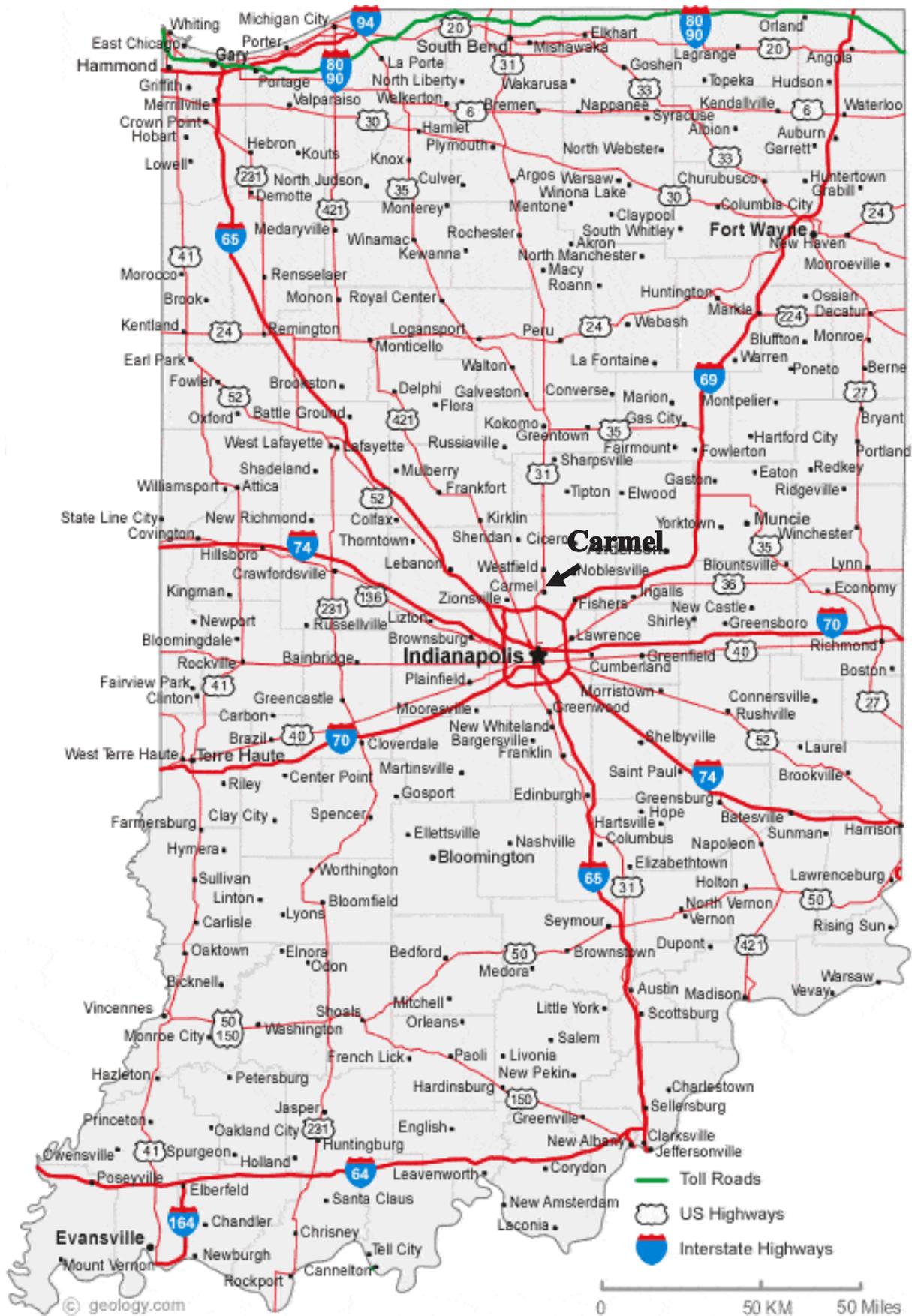
The viewing of the property will be at the viewer's own risk the Seller, neither Auctioneer nor the Listing Agency be held responsible for accidents.

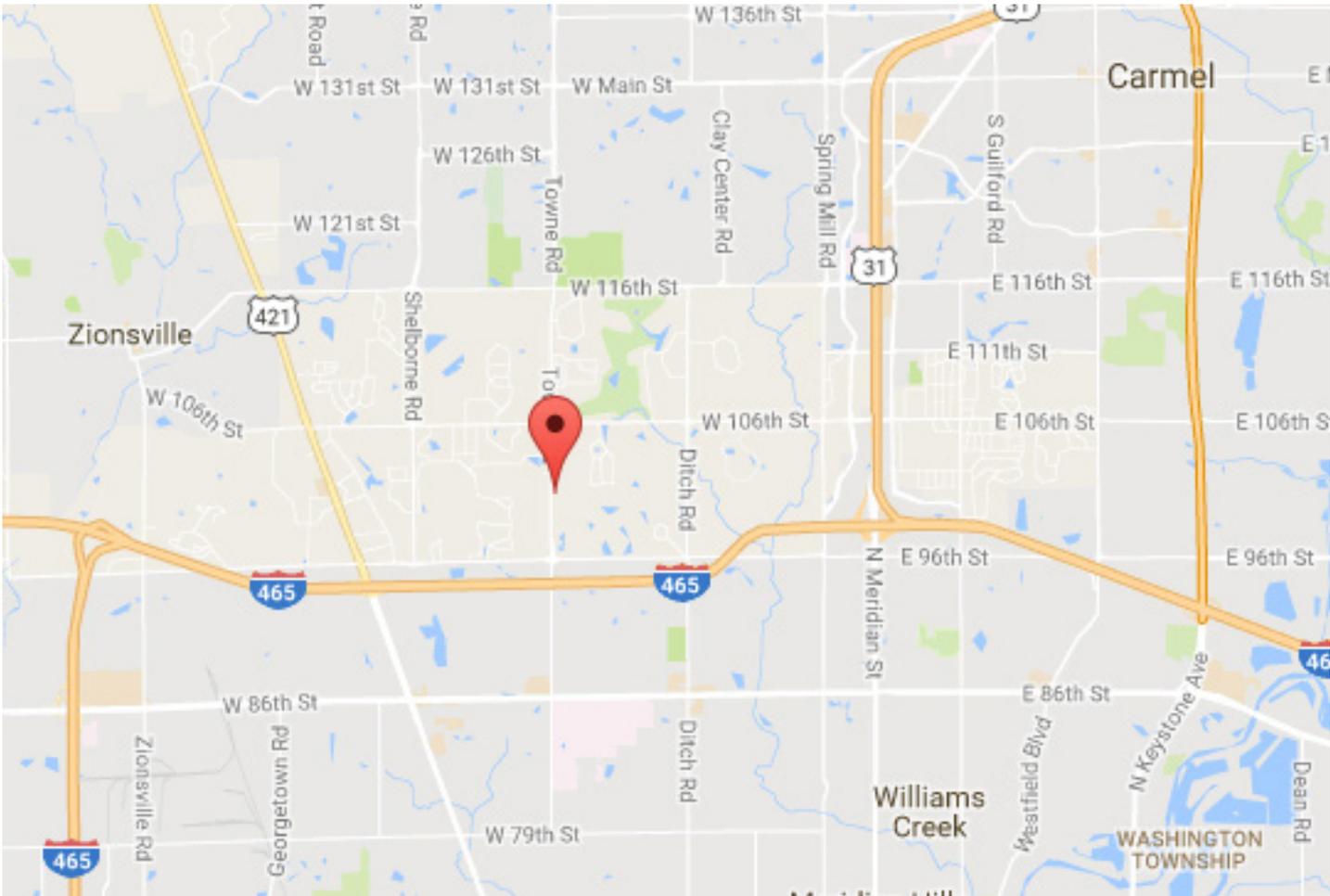
For questions call Cody Coffey at United Country Coffey Realty & Auction (812) 822-3200 office

I do hereby agree to these Auction Terms & Conditions.

_____ Seller	_____ Date
_____ Seller	_____ Date
_____ Bidder	_____ Date
_____ Buyer	_____ Date
_____ Buyer	_____ Date

STATE MAP





PROPERTY CARD

10035 Towne Road, Carmel, IN 46032

Prop Sub/Trans: **Single Fam/Sale** Media: **48**
 School Dist: **Carmel Clay Schools** Area: **2910 - Hamilton - Clay**
 Subdivision: **NO SUBDIVISION** Virtual Tour:
 Legal Desc: **ACREAGE 1.70, SECTION 9,** Virtual Tour 2:
 Bldr/Prjct/Cont: New Const: **No**

Status: **Active** List/MoRnt \$: **\$0**
 BLC#: **21478681** Year Built: **1961**
 DOM/CDOM: **5/5** Section/Lot: **/0N/A**
 Map: **- -**
 Est.Comp. Date:



Tax ID: **29130900033000018**
 Semi Tax: **\$2,419**

MultiTax ID:
 Tax Year Due: **2015**

Solid Waste: **No**
 Tax Exempt: **HmTxEx**

	Sqft
Upper:	
Main:	2,122
Apprx M/U Ttl:	2,122
Basement:	0
Apprx M/U & Bsmnt:	2,122
% Fin Bsmnt:	0-25%
Source:	Assesso

	FB	HB	BD	RM
Upper:	0	0	0	0
Main:	2	0	3	8
M/U Ttl:	2	0	3	8
Bsmnt:	0	0	0	0
Total:	2	0	3	8

Beds: **3**
 Baths: **2/0**
 # Rooms: **8**
 Floor #: **1**
 Levels: **1 Level**
 Unit Entry Lvl:

Garage: **Yes, 2CarAttach**
 Parking:
 Basement: **No**
 Foundation: **PourConcrt**

Fireplace: **1, Den/Library**

Recent: **04/14/2017 : NEW**

Room Information

Room Type	Dimensions	Level	Floors	Window Trtmnt	Room Type	Dimensions	Level	Floors	Window Trtmnt
MasterBedroom	23x14	Main	Laminate	No	Bedroom2nd	10x9	Main	Laminate	No
Bedroom 3rd	10x12	Main	Carpeting	No	DenLibrary	20x11	Main	Carpeting	No
DiningRoom	11x9	Main	Laminate	No	FamilyRoom	22x12	Main	Laminate	No
Kitchen	16x10	Main	Laminate	No	LaundryRm	14x10	Main	Vinyl	No
LivingRoom	16x13	Main	Laminate	No					

Directions

At Hwy 421 take 96th Street to Towne Road. Property on the right.

Property Description

Property is being sold at Online Auction. Auction ends May 24th @ 2pm. Ranch home on 1.7 +/- acres with a barn. Barn has 3 horse stalls. Enjoy the large back yard sitting on your back deck. Home has 3 bedrooms and 2 baths with a 2 car attached garage. Enjoy wood burning fireplace in the den. Large family room with many windows looks out to the back yard. Kitchen has dishwasher, side by side refrigerator, electric stove. There is a nice deck off of the family room.

Agent to Agent Remarks: Exclusions & Commission Disclosures & Financial Information

Property is being sold at Online Auction. Auction ends May 24th @ 2pm. Ranch home on 1.7 +/- acres with a barn. Barn has 3 horse stalls. Go to website or call to get a "Client Registration Form" to register your client for the auction. For a list of terms and conditions for the auction call our office.

Description

Lifestyle: **Attached** Arch Style: **Ranch**
 Exterior: **Brick** Porch:
 Master Bedroom: **MainLevel** Areas:
 Appliances: **Dishwasher, O/RElec, Refrigeratr** Eating Area: **DinComb/KT**
 Equipment: **Not Applicable** Interior Amen: **AtticAcces**
 Lot Info: Exterior Amen: **BarnHorse, DrvAsphalt, FenceCompl**
 Lot Size: **74,052** Acres: **1-2.99 Acres** # of Acres: **1.70** Condo Descrip:

Utilities/Environmental

Heating: **ForcedAir** Fuel: **Gas**
 Cooling: **CentrElec** Primary Wtr Source: **MunWtrConn**
 Water Heater: **Electric** Primary Sewage Disp: **Other**
 Utility Option:

Green Certificate **No**

Financial/Association Information

Ownership Int: **NoAssoc**

Contract/Office Information

List Type: **Exclusive Right to Sell** BAC: **2 %** Var: **No** Insp/Warr: **Not Applicable** LD: **04/14/2017**
 Circumstances of Sale: Disc: **Not Applicable** Disc Oth: **SalesDiscOF** Ent D: **04/14/2017**
 Show: **Yes** Show Dt: **04/14/2017** Poss: **AtClosing** Dir Solicit: **No** A/C Dt: **05/24/2018**
 LOfc: **JDCG01: JDC Group, INC** OP: **812-824-6000 X:** OF: **812-824-6090** Dir: **8128223200** WD: **04/17/2017**
 LAgt: **21136: Jimmie Dean Coffey** Pref: **812-824-6000** Cell: **8128223200** Hm: **8128223200** Chg Dt: **04/17/2017**
 VM: PF: Toll: Show: **8128223200** WD: **04/17/2017**
 Team: Fdbk: **8128223200** Fdbk: **icoffey@jdcgroup.com** Chg Dt: **04/17/2017**
 Circumstances re: Sale: -

Auction Information

Auction Date: **05/24/17** Auction Time: **2pm** Auction Type: **Online Only** Auction Company: **United Country Coff**
 Auction Manager: **Coffey** Auction Mng Lic #: Auction Co. Lic #: **AC30200042**

Requested By: **Jimmie Dean Coffey. Information Deemed Reliable, but not Guaranteed © MIBOR Wednesday, April 19, 2017 03:10 PM**

TITLE COMMITMENT

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

671700128

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate ninety (90) days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



Issued Date: April 27, 2017

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ALTA Commitment (06/17/2006)



TITLE COMMITMENT

FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NO. 671700128

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT (NOT TITLE ONLY):
Fidelity National Title Company, LLC 234 E. Carmel Drive Carmel, IN 46032 Main Phone: (317)844-6496	Escrow Officer: Shelby Wolanin Fidelity National Title Company, LLC 234 E. Carmel Drive Carmel, IN 46032 Phone: 317-558-4674 Main Phone: (317)844-6496 Main Fax: (317)573-0670 Email: Shelby.Wolanin@fnf.com

SCHEDULE A

ORDER NO. 671700128

Property Ref.: 10035 Towne Rd. , Carmel, IN 46032

1. Effective Date: March 30, 2017 at 08:00 AM
2. Policy or Policies to be issued:
 - a. ALTA Homeowner's Policy of Title Insurance 2013
Proposed Insured: To Be Determined
Policy Amount: To Be Determined
 - b. ALTA Short Form Residential Loan Policy 2012
Proposed Insured: To Be Determined, its successors and/or assigns as their respective interests may appear
Policy Amount: To Be Determined
3. The estate or interest in the land described or referred to in this Commitment is:
Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:
Rita C. Stephens and Timothy L. Bray
5. The land referred to in this Commitment is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 29-13-09-000-033.000-018

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 3 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 NORTH, RANGE 3 EAST AND RUNNING THENCE EAST UPON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION 496.5 FEET TO A POINT; THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 152.00 FEET TO A POINT; THENCE WEST AND PARALLEL WITH THE NORTH LINE 496.5 FEET TO A POINT IN THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH UPON AND ALONG SAID WEST LINE 152.00 FEET TO THE PLACE OF BEGINNING. CONTAINING IN ALL 1.73 ACRES, MORE OR LESS.

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SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Warranty Deed executed by Fee Simple Title Holder vesting fee simple title to Proposed Insured, as shown in Schedule A.
2. State Form 46021 (R9/7-09) "DISCLOSURE OF SALES INFORMATION" must be completed by the Buyer and Seller and attached to the deed or other document transferring title before the document will be recorded by the County Recorder.
3. Mortgage executed by proposed Mortgagor to the proposed insured lender.
4. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
5. Satisfaction and release of record of Sewer Lien in favor of Clay Township Regional Waste District against Rita Stephens, in the amount of \$166.99, plus interest and costs, filed for record February 12, 2016 in 2016005732 of the Hamilton County Records.
6. As per the purchase agreement, current taxes and/or drain assessments as shown in Schedule B-Section 2 are to be paid.
7. Mortgagors Affidavit(s) to be furnished.
8. Vendors Affidavit to be furnished.
9. Certificate signed by the Clerk-Treasurer of the Municipality stating there are no unpaid municipal assessments and/or special assessments on the insured real estate.

NOTE: A 36 month chain of title was done and we find the following:

A Deed dated June 27, 2013 and recorded July 16, 2013 from Rita Stephens to Rita C. Stephens and Timothy L. Bray as Instrument No. 2013044346.

A Deed dated and recorded from to as Instrument No. .

NOTE: If an insured closing is completed by Fidelity National Title Insurance Company Short Form Policy/Policies will be issued at the time of closing.

**SCHEDULE B - SECTION I
REQUIREMENTS
(continued)**

NOTE: If Fidelity National Title Insurance Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.

END OF SCHEDULE B - SECTION I



SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.
7. Property Taxes are as follows:

Tax Year: 2016
Due and Payable: 2017
May Installment: \$2,568.94 Unpaid
November Installment: \$2,568.94 Unpaid
Name of Taxpayer: Rita C. Stephens and Timothy L. Bray
Land: \$133,800.00
Improvements: \$117,000.00
Exemptions: \$0.00 (None)
Taxing Unit: 018 - Carmel
Tax Identification No.: 29-13-09-000-033.000-018
Description: Acreage 1.70, Section 9, Township 17, Range 3
8. Annual Assessment as set forth below:
Type of Assessment: M033-Fitch and Jessup (533)
Annual Amount: \$15.00, Unpaid
All future assessments are not yet due and payable.
9. Taxes for the year 2017 are a lien, due in 2018, but are not yet due and payable.
10. Added improvements in place as of January 1, 2017 are subject to assessment which could increase the tax amounts due in 2018, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.

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ALTA Commitment (06/17/2006)



**SCHEDULE B - SECTION II
EXCEPTIONS**

(continued)

11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
13. The acreage indicated in the legal description is solely for the purpose of identifying the said tract of land and should not be construed as insuring the quantity of land.
14. Grant of Easement recorded March 3, 1992 as Instrument No. 9207251.
15. Rights of the public, the State of Indiana, the County of Hamilton and the municipality in and to that part of the land taken or used for road purposes.
16. Rights of way for drainage tiles, feeders and laterals, if any.
17. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
18. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

NOTE: Fidelity National Title Insurance Company has not conducted a state court judgment search against the purchaser, as any state court judgment against the purchaser is subordinate to the insured mortgage herein pursuant to Indiana Code 32-29-1-4 which states: PURCHASE MONEY MORTGAGE Sec. 4. A Mortgage granted by a purchaser to secure purchase money has priority over a prior judgment against the Purchaser.

END OF SCHEDULE B - SECTION II

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ALTA Commitment (06/17/2006)



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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SAMPLE CONTRACT



Coffey Realty
& Auction

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 24th day of May 2017, by and between
Rita Stephens & Timothy L Bray hereinafter called the Seller(s) and
_____ hereinafter called the Buyer(s):

The Buyer hereby agrees to purchase, the Seller hereby agrees to sell this property in "As is" condition
(except conditions stated in statement of sale and Terms & Conditions)

Located at and commonly known as: 10035 Towne Rd
in the City of Carmel, County of Hamilton, and State of Indiana.

Legally described as: ACREAGE 1.70 SECTION 9, TOWNSHIP 17, RANGE 3

Buyer herewith agrees to deposit with Fidelity National Title, \$ 20,000.00 dollars as non-refundable earnest money deposit, and the balance of the purchase price will be due on delivery of clear title.

Seller(s) agrees to furnish a Warranty Deed with insurable title. Free from all encumbrances, and an Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the buyer's down payment can be refunded.

Seller will furnish the buyer with an Owner's Policy of Title Insurance at closing.

Real Estate Taxes: Will be pro-rated to date of closing.

Closing shall take place on or before June 26, 2017 and shall take place at the office of John Fidelity National Title, 234 E Carmel Dr, Carmel, Indiana 46032.

The buyer will pay the closing fee.

Possession is to be given day of final closing.

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Deed & note, Title Opinion if desired.

Title is to be conveyed subject to all restrictions, easement and covenants of record, subject to zoning ordinance or laws of any governmental authority. These premises are to be in the same condition as they are as of the date of this contract, ordinary wear and tear excepted. Seller is expected to bear risk of loss through the date of deed. In the event the premises are wholly or partially destroyed before the consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether or not he will go through with the transactions, and in the event he chooses to go through with it, all insurance damages collectible as a result of the damage or destruction shall be assigned to him, the Buyer. If he chooses not to go through with the transaction, any earnest money held in escrow will be refunded in full.

SAMPLE CONTRACT

Time being of the essence of this agreement, if the Buyer shall fail or refuse to perform this agreement of Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down payment / earnest money as liquidated damages for the breach of this agreement. "All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

Per the terms & conditions as contained herein and announced in "statement of sale", the property sells as shown below. This contract is subject to clearance of any check presented to **United Country, Coffey Realty & Auction** payable to **JDC Group, Inc.**

High Bid Selling Price \$ _____ .00
Plus 11% Buyer's Premium \$ _____ .00
Total Purchase Price \$ _____ .00
Less Down Payment \$ 20,000.00 _____
Total Due at Closing \$ _____ .00

This offer will expire if not accepted on or before: May 25, 2017 at 5:00pm

Purchased By:

Buyer Date _____

Printed Phone _____
Buyer Address: _____ City _____ State _____ Zip _____

Buyer Date _____

Printed Phone _____
Buyer Address: _____ City _____ State _____ Zip _____

Buyer's Agent Date _____

Printed Phone _____
Agent Address: _____ City _____ State _____ Zip _____

Names for Deed: _____

Accepted By:

Seller Date _____

H3 Rentals
Printed Time: _____

Seller Date _____

Printed



Coffey Realty & Auction

PROMISSORY NOTE

**1529 W. 8th Street, Bloomington, IN 47404
Monroe County - Bloomington Township**

\$ 20,000.00
Amount

May 24, 2017
Date

FOR VALUE RECEIVED, the undersigned promises to pay by wire transfer to the Order of:

Fidelity National Title

234 E Carmel Dr
Carmel, IN

The Sum of Twenty-Thousand-----dollars (\$20,000.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

This promissory note shall bear no interest until the date of closing of the Contract; thereafter it shall bear interest at the highest rate allowable by law.

This Note shall become null and void if and when the undersigned shall complete all requirements for closing as set out in the attached Contract. If said requirements are not fulfilled this Note shall be fully enforceable at law.

If this Note is placed in the hands of an attorney for collection, by suite or otherwise, the undersigned agree to pay all costs of collection and litigation together with a reasonable attorney's fee.

Signature

May 24, 2017
Date

Signature

_____, 2017
Date

AUCTION ADVANTAGES

Buyer Benefits

-
- ◆ Purchase property at fair market value
 - ◆ Eliminate sometimes long negotiation periods
 - ◆ Reduce time to purchase property
 - ◆ Gain confidence as they compete
 - ◆ Do not have to worry about contingencies because purchasing and closing dates are known
 - ◆ Feel better about a purchase – just knowing there is a contending bid just one increment under purchase price
 - ◆ Buyers know property owners are motivated to sell
 - ◆ Buyers know property owners sell at lowest price possible
 - ◆ Buyers can receive favorable financing
 - ◆ Buyers set their own purchase price
-



**Coffey Realty
& Auction**

www.UnitedCountryIN.com
812-824-6000

