

BID PACKET

MILLVIEW HOME & GARAGE ONLINE AUCTION

222 MILLVIEW DRIVE SELLERSBURG, IN 47172

- ONLINE BIDDING ENDS -

THURSDAY, JULY 25 @ 2PM





REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS 222 Millview Drive, Sellersburg, IN 47172 Bidding Ends Thursday, July 25, 2024

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.

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 in USD 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 Monday, September 4, 2024.** 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. **FEMA records indicate that the property is located in 0.2% Annual Chance Flood Hazard.**

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 of Real Estate 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, July 11 through Thursday, July 25, 2024.*

AGENCY

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

SELLER

Van Leslie Applegate Estate

PERSONAL REPRESENTATIVE

Robert Applegate

ESTATE ATTORNEY

Rachele Cummins, Attorney

222 Millview Drive, Sellersburg, IN 47172

Listing #: 202409237 Total Finished Sqft: 1,550 Above Grade Finished SqFt: 1,550 Active (07/10/24)



Prop Type: Residential/Farm SubType: Residential Township: Silver Creek County: Clark Subdivision: Yes School Dst: Subdiv Nm: Millview 17000090100 Parcel#: Beds: Lot Sz: 0.1591 / 6,930 2 (11) Lot Size Src: Baths: **Assessor**

Abv Grd SF: **1,550** Lot Dim:

Tot Fin SF: 1,550 Year Built: 1976
New Const: No Annual Tax: 1,672
Est Completion:

Home Warranty: **No** Tax Year: **2023/2024**

Land Assess: **38,400** DOM: **7**Improvements: **138,200** HOA \$: /

Total Assess: 176,600
Directions: I-65 to Sellersburg Exit. East on IN-31 South Indiana

Avenue 1 mile to a left on West Utica Street. 3/10th mile to right on Millview to home on right.

Legal: MILLVIEW SUBD LOT 10

Tot Deductions: \$96,240 Deduction Type Comment

Supplemental Homestd 48240

H

Remarks

MILLVIEW HOME & GARAGE ONLINE AUCTION - BIDDING ENDS: THURSDAY, JULY 25 @ 2PM Spacious two story three bedroom home with attached one car garage plus a 24' x 24' detached garage with loft on cul-de-sac lot in established Millview neighborhood centrally located in downtown Sellersburg off W. Utica Street - just minutes to I-65 and Hwy. 403. Original hardwood floors, covered patio, near Sellersburg town pool & park, Silver Creek schools, shopping and expressways. The home is in need of renovation., selling as is. Great opportunity to renovate for home ownership or investment. 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 in USD are due within 24 hours following the auction, balance due in 40 days. Buyer to receive clear title. Taxes prorated to the day of closing. Selling as is without contingencies, all inspections welcomed prior to auction. If you choose to obtain financing, not subject to approval or appraisal. All closing costs are the buyer's expense. Possession at closing. See full details in the Auction Bid Packet.

Amenities

Type: 2 Story Foundation: Concrete Block Zoning: Residential Basement: No Basement Type:

Construction: Existing Laundry: Yes Laundry Location: First Level

Outbuildings: Garage Laundry Type: Other

Roof Type: Shingle

Appliances: Clothes Dryer, Clothes Washer, Dishwasher, Range / Oven, Refrigerator

Lot Description: Cul-De-Sac

Exterior Type: Aluminum Siding, Brick Over Frame

Exterior Feat: Covered Patio, Paved Driveway, Public Sidewalk, Solid Surface Drive Interior Feat: Ceiling Fan(s), Eat-in Kitchen, Foyer, Utility/Mud Room, Wood Stove

Road Type: Paved

Measurements

Above Grade Finished: 1,550.0 Nonconform Finished: 0.0
Above Grade Unfinish: 0.0 Nonconform Unfinish: 0.0
Below Grade Finished: 0.0 TFLS: 1,550
Below Grade Unfinish: 0.0

Room Sizes & Levels

Total Rooms: 6 Garage: Y Garage Size: 25 x 12 Garage Type: Attached, Garage Spaces: 3

Detached, Front Entry

<u>Type</u>	<u>Dimension</u>	Level	<u>Flooring</u>	<u>Description</u>
Living Room	23 x 11.3	1st Floor	Wood	
Kitchen	11.4 x 11.7	1st Floor	Vinyl	
Dining Area	11.4 x 9.8	1st Floor	Vinyl	
Bathroom Half	6.9 x 5.4	1st Floor	Tile	
Bedroom	25.3 x 11.3	2nd Floor	Carpet	Carpet Over Original Wood floor
Bedroom	11.4 x 11.2	2nd Floor	Carpet	Carpet Over Original Wood Floor
Bedroom	11.4 x 11.2	2nd Floor	Carpet	Carpet Over Original Wood Floor
Bathroom Full	7.1 x 6.8	2nd Floor	Tile	

Utilities

Water Heater: Natural Gas Heat Type: Hot Water

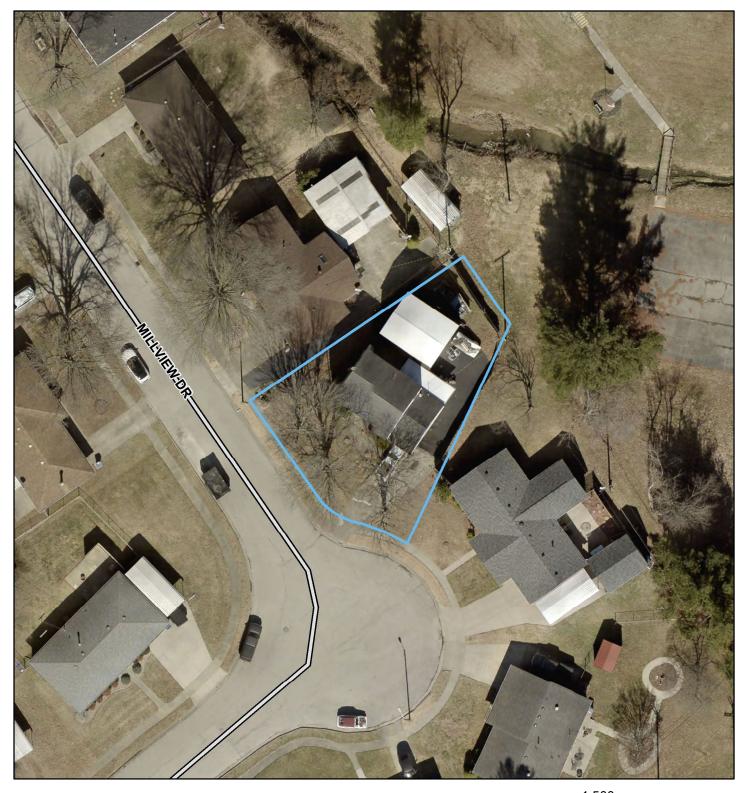
Water Type: Public Onsite Cooling Type: Window A/C Unit(s)

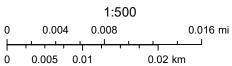
Natural Water: Sewer Type: Fuel Type: **Nat Gas**

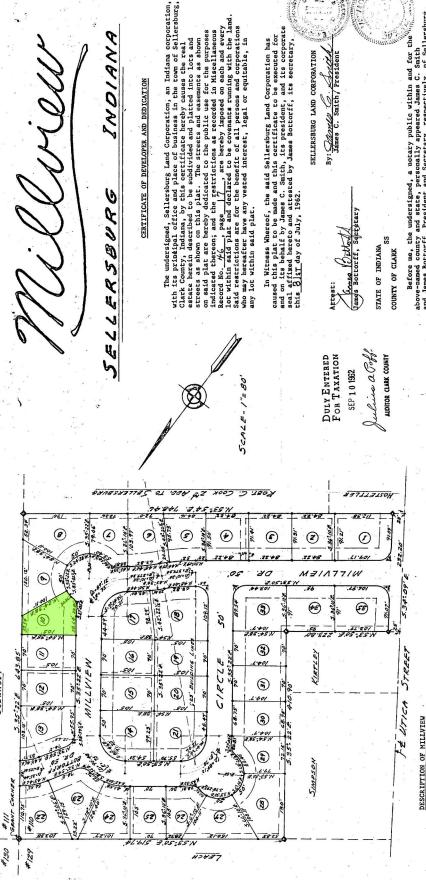
Sewer

General Information

Possession: Flood: Seller Will Lease: Covenants & Restr:
Sign:
Terms:
All information deemed reliable but not guaranteed. At Closing Yes Yes Yes No No







GUERNSEY

CERTIFICATE OF SELLERSBURG PLANNING COMMISSION AND TOWN BOARD OF SELLERSBURG

Under authority provided by Chapter 174 - Acts of 1947, enacted to the General Assembly of the State of Indiana, and all acts amendatory thereto, and an Ordinance adopted by the Town Board of Sellersburg, Indiana, this plat was given approval by the town of Sellersburg as follows:

Beginning at a stone at the north corner of Survey No. 110 of the Illinois Grant; thence S. 33° 22° E., along the little drividing Surveys No. 110 and 111, 643.05 feet to a point; thence S. 53° 34' W. 34° 09' W., along asid center line of Utica Street; thence N. 34° 09' W., along asid center line of Utica Street; thence N. 35° 09' E., 22.30 feet to a point; thence N. 53° 50' E., 22.30 feet to a point; thence N. 33° 24' W., 44.0.90 feet to a point; thence N. 33° 24' W., 44.0.90 feet to a point; thence N. 33° 20' E., along stand dividing Surveys and dividing in 513'.4 feet to the place of beginning, containing

Being a part of Survey No. 110 of the Illinois Grant more

particularly described as follows:

pproved by Planning Commission at meeting held the 27th day

Approved by Town Board at a meeting held the 27th day of August. ELWOOD COLDMAN, SECRETARY GEORGE HINTON

JAMES APPLEGATE, MEMBER

All essements as shown enclosed by dashed lines are for Public Utilities and storm water drainage, and are 12 feet wide unless otherwise noted

All radii at street intersections are 25 feet.

Indicates limestone

All building setback lines are 25 feet.

1. All dimensions as shown on curves represent the chord distance.

NOTES:

All lot corners and points of tangency marked by Curb Cuts and

PLATBOOK 6 PAGE 237 trived For Board Tile 10 Day of SEPt 1962 AL 2:10 PM

11675

above-me, the understigned, a noticy public within and for the water and James Bottorff, President and Secretary, respectively, of Sellersburg Land Corporation, and as such officers, and for and on behalf of said corporation, addronvledged the execution of the above certificate.

Witness my hand and notarial seal this 3 14 day of July, 1962

That & Boll VIRGIL E. BOLLY NOTARY PUBLIC

> My commission expires: AUGUST 5TH, 1964

Sping 70

, 200.47 200.47

100 mg

CERTIFICATE OF ENGINEER

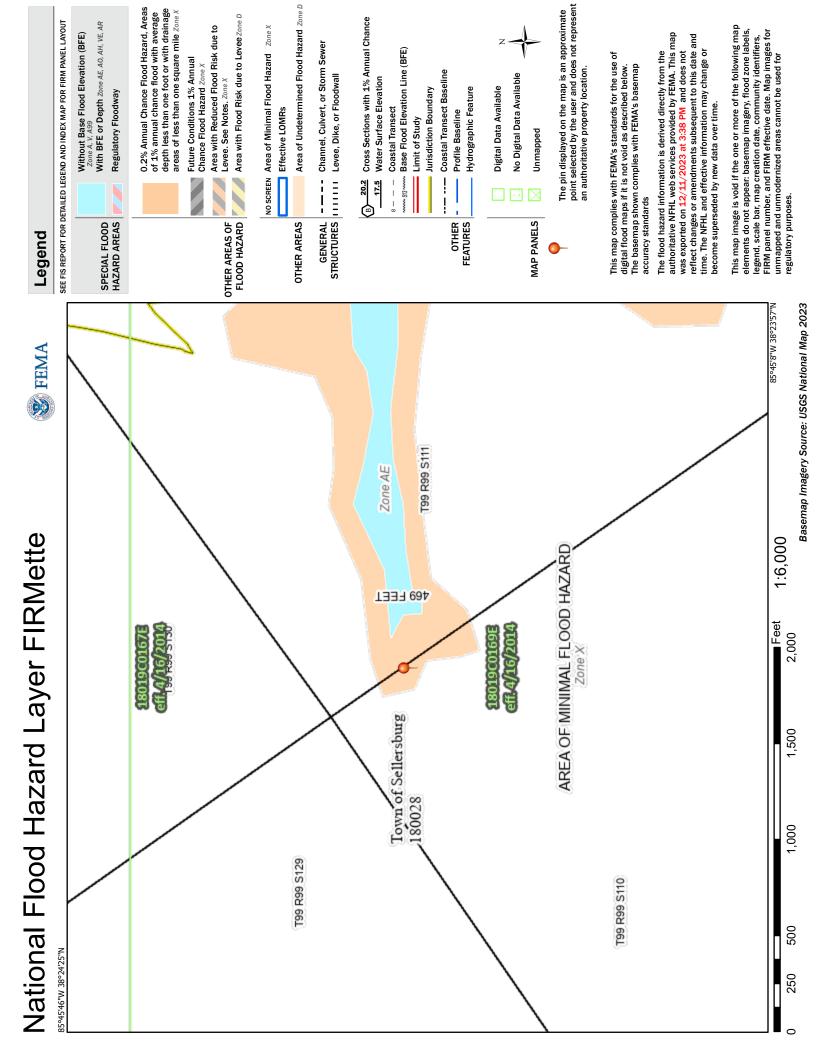
I, James E. Fust, a professional engineer, duly licensed by the State of Indiana, hereby certify that the within plat was drawn by me from a physical survey of the premises herein described, and that the courses and distances therein shown are correct to the best of my knowledge and belief.

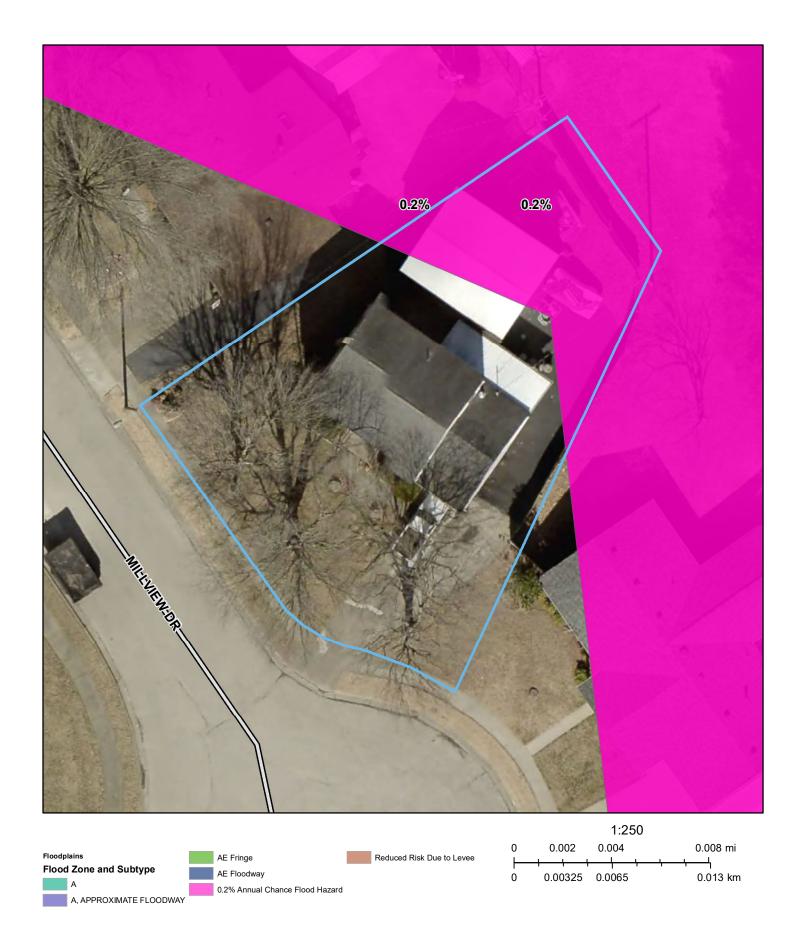
Witness my hand and seal this 24 day of

C-6-237

for BUILDING

Page 17





10-17-11-000-941.000-031 General Information	Applegate Van Leslie	/an Leslie Ownership	222 MILLVIEV	LLVIEW DR.IVE	510, 1 Family Transfer of Ownership	1 Family Dwell - Platted Lot	-ot	silver creek # 6/10085006 Notes	1/2
Parcel Number 10-17-11-000-941.000-031 Local Parcel Number 17-00009-010-0	Applegate Van Leslie 222 Millview Dr. Sellersburg, IN 47172	slie 172	Date O v 01/01/1900 Ap	Owner Applegate Van Leslie	Doc ID Code	Book/Page Adj	Sale Price V/I \$0	8/18/2021 GENERAL: REASSESSMENT CHANGED EFF YEAR CW/KS 9/22/2017 GENERAL: REASSESSMENT CHANGED GRADE AND CONDITION. KS	NT NT KS/KH
Tax ID:	Le MILLVIEW SUBD LOT 10	Legal 710						1026/2011 GENERAL: REASSESSMENT- CHANGE CONSTRUCTION TO 2/6 MASONRYCHANGE SIZE TO 24X8 ON CNPY/CONCP. CHANGE 15FR/15 BRC TO 15	T- TO 18
Nouning Number 004.000								FR/1S BR/FR/CRAWL, CHANGE CONCP 1 ADD AC (cjm/BL)	TO MSTP
Property Class 510 1 Family Dwell - Platted Lot	Valuation Rec	ords (Work In Progress val	Res ess values are not certified values and are		subject to change)	ı	5/8/2003 : TAC PER BMC LEFT DH ADD CONCP PER SITE CHNG GAR OVER FROM 1SFR PER TROY	CONCP R PER
Year: 2023	2023	ۆ گ		2022		2020	2019		
Location Information	WIP	Reason For Change	Annual-Adj		Annual-Adj	Annual-Adj	Annual-Adj		
County Clark	02/23/2023 Indiana Cost Mod	As Of Date	04/06/2023 Indiana Cost Mod	04/14/2022 Indiana Cost Mod	03/31/2021	03/18/2020	03/31/2019		
Township	1.0000	Equalization Factor	1.0000	1.0000			1.0000		
SILVER ČREEK TOWNSHIP		Notice Required							
District 031 (Local 017) SELLERSBURG TOWN	\$38,400 \$38,400	Land Res (1)	\$38,400	\$32,500	\$32,500 \$32,500	\$26,100 \$26,100	\$21,500 \$21,500		
School Corp 0945	0\$	Land Non Res (2)	0\$		0\$	0\$	\$0		
SILVER CREEK SCHOOLS	\$138,200	Improvement	\$138,200	\$124,0	\$120,300	\$109,400	\$95,600		
Neignbornood 10085006 silver creek # 6	\$0.200 \$0	Imp Non Res (2)	\$150,200		\$100,000	000,000	000,000		
Section/Plat	\$8,000	Imp Non Res (3)	\$8,000		\$11,700	\$10,700	\$10,100		
	\$1 68,600 \$168,600	rotal Total Res (1)	\$176,600 \$168,600	\$136,300 \$144,800	\$152,800 \$141,100	\$125,500 \$124,800	\$107,000	Land Computations	
Location Address (1)	0\$	Total Non Res (2)	0\$	\$0\$	\$11 700	\$10.700	\$10 100	Calculated Acreage	0.16
SELLERSBURG, IN 47172		Land Data (Standard Dept		CI 10	Re	0		Actual Frontage Developer Discount	> [
	Land Pricing Soil		Size Factor	Safe	Ext.	Res	Value	Parcel Acreage	0.00
Zoning	/be	Fron		_		Elig % F		81 Legal Drain NV	0.00
	ш	9 0	66x105 0.93	\$625 \$581	\$38,346	0% 100% 1.0000	\$38,350	82 Public Roads NV	0.00
Subdivision								83 UT Towers NV	0.00
Lot								9 Homesite 91/92 Acres	00.0
								Total Acres Farmland	0.00
Market Model								Farmland Value	\$0
N/A								Measured Acreage	0.00
Characteristics Topography Flood Hazard								Avg Farmland Value/Acre	0.0
Level								Classified Total	80
Public Utilities ERA								Farm / Classifed Value	\$0
								Homesite(s) Value	\$0
Streets or Roads TIF								91/92 Value	\$0
Noishborhood Life Cycle State								Supp. Page Land Value	\$38 400
Static									\$0
Printed Friday, April 21, 2023			,					CAP 3 Value	\$0
Keview Group	Data Source N/A	A Collector	ctor		Appraiser			Total Value \$	\$38,400

							v)	ummary	of Improv	ements								
Description	Res Eligibl	Story Height	Res Story Construction Grade	Grade	de Year Eff Built Year	Eff Year /	ff Eff Co ar Age nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbhd	Mrkt	Improv Value
1: SINGLE-FAMILY RESI 100% 2	100%	2	1/6 Masonry C 1966 1976	O	. 9961	926	47 A		06.0		1,550 sqft	\$117,810	32%	\$76,580	0% 10 ₀	0% 100% 1.7000 1.0000	1.0000	\$130,200
2: DETACHED GARAGE 0%	%0	_	Concrete Block	D+2	D+2 1979 1979	1979	44 F	\$31.21		\$25.28	576 sqft	\$14,561	45%	\$8,010	0% 10	. 0000.1 %C	1.0000	\$8,000

1.00

\$119,400 \$130,900

\$3,900

Exterior Features (+) Garages (+) 300 sqft

Value

Count

Description

\$11,500

Sub-Total, 1 Units

\$117,810

Replacement Cost

Location Multiplier

Quality and Design Factor (Grade)



1

2

3 4

5

6

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: 222 Millview Drive, 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 I ead poisoning in young children may produce permanent neurological demage, including learning disabilities. n d

7	po	oisor	ning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities
8	re	duc	ed intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk t
9	pr	egn	ant women. The seller of any interest in residential real property is required to provide the buyer with any information
10	or	ı lea	ad-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of an
11	kr	nowi	n lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended
12			o purchase.
13	•		
14	SELLER'	'S D	ISCLOSURE
15	(a.) Prese	ence	e of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)
16			
17	(i)		Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
18	• • •	_	5 (-1, -1, -1, -1, -1, -1, -1, -1, -1, -1,
19			
20	(ii)	X	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
21			as refusive references that the state of the
22			
23	(b.) Reco	ords	and reports available to the seller: (check (i) or (ii) below)
24	(i)	П	Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales
25		_	Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and
26			attach documents below):
27			
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	35/250		
31	BUYER'S	S A	CKNOWLEDGEMENT (initial)
32	(c.)		Buyer has received copies of all information listed above.
33	(d.)		
34	(e.)		Buyer has (check (i) or (ii) below):
35	(i) [received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
36	37 16 10	7.5	the presence of lead-based paint and/or lead-based paint hazards;
37			OR
38	(ii))	K	waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
39			lead-based paint hazards.
		1	
40	BROKER	2'\$	ACKNOWLEDGMENT (initial)
41	(f.)		Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act
42	· ·	4	of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance.(NOTE: where the word
43			"Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)
44			
45			
0.000			
			222 Millview Drive, Sellersburg, IN 47172

(Property Address)

Page 1 of 2 (Lead-Based Paint - Sales) **COPYRIGHT IAR 2024**

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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 arebinding on the parties. The original document shall be promptly delivered, if requested.

BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	6/06/ 1 DATE
PRINTED		Robert Appleigate Personal Represent	titive
BUYER'S SIGNATURE	DATE	SELLER'S SIGNATURE	DATE
PRINTED		PRINTED	1 (702)
SELLING BROKER	DATE	LISTING BROKER Douglas Harritt The Harrirtt Group.	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 2024



222 Millview Drive, Sellersburg, IN 47172

(Property Address)