



BID PACKET

LINCOLN HEIGHTS STONE RANCH ONLINE AUCTION

**302 LYNNWOOD DRIVE
CLARKSVILLE, IN 47129**

ONLINE BIDDING ENDS

TUESDAY, JULY 30 @ 2PM

**HARRITT
GROUP** INC.

HARRITGROUP.COM

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



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

302 Lynnwood Drive, Clarksville, IN 47129

Bidding Ends Tuesday, July 30, 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 9, 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 not in a flood zone.*

EVIDENCE OF TITLE

Seller will provide a merchantable title via a deed. The cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions, or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations.

SURVEY

Property is being sold *without* a survey. All land measurements are per courthouse records.

REAL ESTATE TAXES AND ASSESSMENTS

All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* The buyer may apply for current-year exemptions/credits at or after closing if applicable.

POSSESSION

Seller will give possession 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 *Tuesday, July 16 through Tuesday, July 30, 2024*.

AGENCY

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

SELLER

Harry W. Bye Estate

PERSONAL REPRESENTATIVE

John Briscoe

Client Detail

302 Lynnwood Drive, Clarksville, IN 47129

\$0

Listing #: **202409285**

Total Finished Sqft: **1,122**

Above Grade Finished SqFt: **1,122**

Active (07/12/24)



Prop Type:	Residential/Farm	SubType:	Residential
County:	Clark	Township:	Jeffersonville
Subdivision:	Yes	School Dst:	Greater Clark
Subdiv Nm:	Lincoln Heights	Parcel#:	24000780570
Beds:	2	Lot Sz:	0.2772 / 12,075
Baths:	1 (1 0)	Lot Size Src:	Assessor
Abv Grd SF:	1,122	Lot Dim:	75' x 161'
Tot Fin SF:	1,122	Year Built:	1951
New Const:	No	Annual Tax:	1,846

Est Completion:		Tax Year:	2023/2024
Home Warranty:		DOM:	9
Land Assess:	44,200	HOA \$:	/
Improvements:	137,700		
Total Assess:	181,900		

Directions: **West on Lewis and Clark Parkway to left at Providence Way intersection onto Lincoln Drive. South 3/10 mile to left onto Lynnwood Drive. Continue two blocks to 2nd home from end on the right.**

Legal: **LINCOLN HGTS LOT 143 PT LOT 142**

Tot Deductions:	\$115,280	Deduction Type	Comment
		Over 65	14,000
		Homestead Standard	48,000

E
S

Remarks

LINCOLN HEIGHTS STONE RANCH ONLINE AUCTION - BIDDING ENDS: TUESDAY, JULY 30 @ 2PM. Immaculate 1950's two bedroom-one bath Bedford stone ranch with garage and basement on 1/4 acre lot in the established and historic Lincoln Heights neighborhood off Lincoln Drive. Located just south of Lewis & Clark Parkway near shopping & dining corridors. One owner home, first time on the market! Retaining many of its original mid-century design features, arched doorways, natural woodwork, hardwood floors under carpet, large picture window, equipped eat-in kitchen, replacement windows, iron security doors. Lower level has an equipped laundry area with concrete laundry sink, and a Pittsburgh toilet with sink, high efficiency natural gas furnace and central air. Additional parking spot in front for guests and 8' x 12' shed on level 75' x 161' lot. **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:	1 Story	Foundation:	Concrete Block
Zoning:	Residential	Basement: Yes	Basement Type: Full, Unfinished
Construction:	Existing	Laundry: Yes	Laundry Location: Basement
Outbuildings:	Shed	Laundry Type:	Other
# Fireplaces:	Fireplace:	Road Frontage:	75'
Roof Type:	Shingle		
Appliances:	Clothes Dryer, Clothes Washer, Dishwasher, Garage Door Opener, Microwave, Oven Self Clean, Range / Oven, Refrigerator, Water Softener		
Lot Description:	Dead End Street		
Exterior Type:	Brick Over Frame		
Exterior Feat:	Landscaped, Solid Surface Drive, Thermopane windows		
Interior Feat:	Blinds, Ceiling Fan(s), Formal Dining Rm, Natural Wood Trim		
Road Type:	Paved		

Measurements

Above Grade Finished:	1,122.0	Nonconform Finished:	0.0
Above Grade Unfinish:	0.0	Nonconform Unfinish:	0.0
Below Grade Finished:	0.0	TFLS:	1,122
Below Grade Unfinish:	1,122.0		

Room Sizes & Levels

Total Rooms: **5** Garage: **Y** Garage Size: **27 x 12** Garage Type: **Attached, Front Entry** Garage Spaces: **1**

Type	Dimension	Level	Flooring	Description
Living Room	21.8 x 13	1st Floor	Carpet	
Dining Room	11.7 x 8.8	1st Floor	Carpet	
Kitchen	12.3 x 11.7	1st Floor	Carpet	
Bedroom	12.8 x 11.10	1st Floor	Carpet	
Bedroom	12.8 x 11.7	1st Floor	Carpet	
Bathroom Full	8.10 x 6.8	1st Floor	Carpet	

Utilities

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

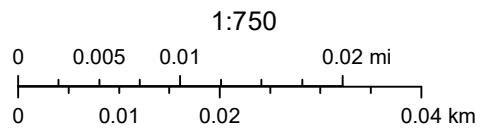
Heat Type: **Forced Air**
Cooling Type: **Central Air**
Fuel Type: **Nat Gas**

General Information

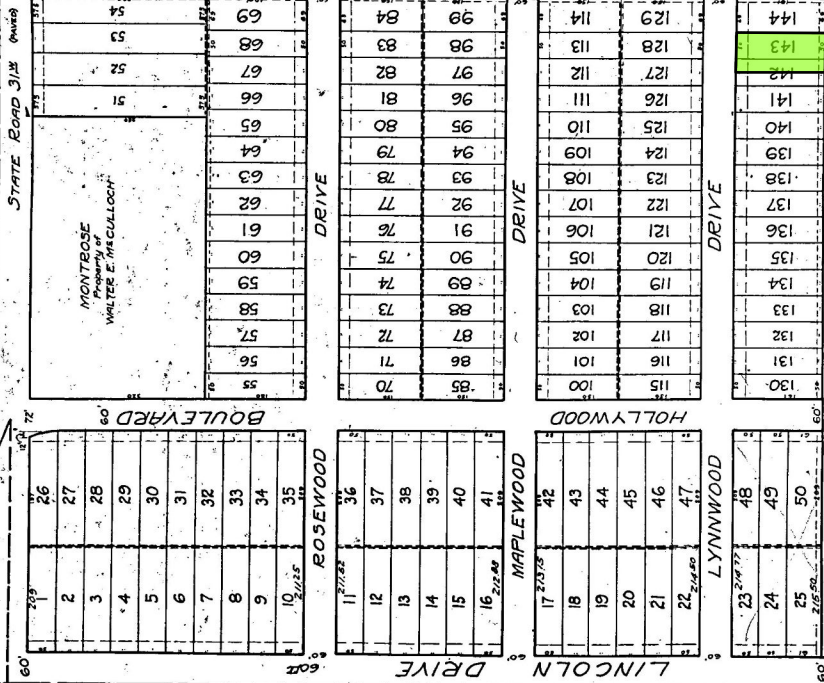
Possession: **At Closing**
Flood: **No**
Seller Will Lease:

Covenants & Restr: **Yes**
Sign: **Yes**
Terms: **No**

All information deemed reliable but not guaranteed.



LINCOLN HEIGHTS
 SUBDIVISION
 CLARK COUNTY, IND.
CC GARGABRITE
 PROFESSIONAL ENGINEER - STATE OF INDIANA



MONTROSE
 Property of
 WALTER E. MACULLOCH

DRIVE
 DRIVE
 DRIVE
 DRIVE

BUILDING LINES 20 FT. FROM FRONT PROPERTY LINE SHOWN THUS
 4 FT. EASEMENT ON EACH LOT FOR PUBLIC UTILITIES SHOWN THUS
 6 FT. EASEMENT ON LOTS 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175

DULY ENTERED FOR TAXATION
 THIS 14 day of Sept 1928
 Wm. J. B. B. B. B.
 Auditor of Clark County
 No 7220

35
 14 25 140
 11
 2287

See Deed Book 18 Instr. # 4161 contd

14

General Information

Parcel Number 10-24-01-801-177,000-014
Local Parcel Number 24-00078-057-0

Tax ID:

Routing Number 095,000

Property Class 510 1 Family Dwell - Platted Lot

Year: 2024

Location Information

County Clark
Township JEFFERSONVILLE TOWNSHIP
District 014 (Local 024)
School Corp 1010
Neighborhood 10045176

Section/Plat

Location Address (1) 302 LYNNWOOD DRIVE CLARKSVILLE, IN 47129

Zoning

Subdivision

Lot

Market Model

Characteristics

Topography Level
Public Utilities All
Streets or Roads Paved
Neighborhood Life Cycle Stage Static

Printed Saturday, April 20, 2024

Review Group

Ownership

BYE HARRY W & DOROTHY
302 LYNNWOOD DRIVE
CLARKSVILLE, IN 47129

Legal

LINCOLN HGTS LOT 143 PT LOT 142

Transfer of Ownership

Date 01/01/1900 Owner BYE HARRY W & DO
Doc ID Code Book/Page Adj Sale Price VII WD /

Notes

8/14/2020 GENERAL : REASSESSMENT NO CHANGE SG/MS
12/16/2014 GENERAL : REASSESSMENT- CHANGE CONSTRUCTION TO STONE; ADDED CNPY OVER MSTP JF/CM
3/30/2012 GENERAL : REASSESSMENT NO CHANGE KS. KH
8/16/2003 : 8/24/01 AH



Valuation Records (Work In Progress values are not certified values and are subject to change)

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total, and various financial metrics for years 2024, 2023, 2022, 2021, and 2020.

Land Data (Standard Depth: Res 175', CI 100' Base Lot: Res 50' X 175', CI 0' X 0')

Table with columns: Land Type, Pricing Method, Soil ID, Act Front, Size Factor, Rate, Adj. Rate, Ext. Value, Infl. %, Market Factor, Cap 1, Cap 2, Cap 3, Value.

Land Computations

Table with columns: Calculated Acreage, Actual Frontage, Developer Discount, Parcel Acreage, 81 Legal Drain NV, 82 Public Roads NV, 83 UT Towers NV, 9 Homesite, 91/92 Acres, Total Acres Farmland, Farmland Value, Measured Acreage, Avg Farmland Value/Acre, Value of Farmland, Classified Total, Farm / Classified Value, Homesite(s) Value, 91/92 Value, Supp. Page Land Value, CAP 1 Value, CAP 2 Value, CAP 3 Value, Total Value.

Appraiser

Collector

Data Source N/A

General Information

Occupancy Single-Family
 Description SINGLE-FAMILY RES
 Story Height 1
 Style N/A
 Finished Area 1122 sqft
 Make

Plumbing

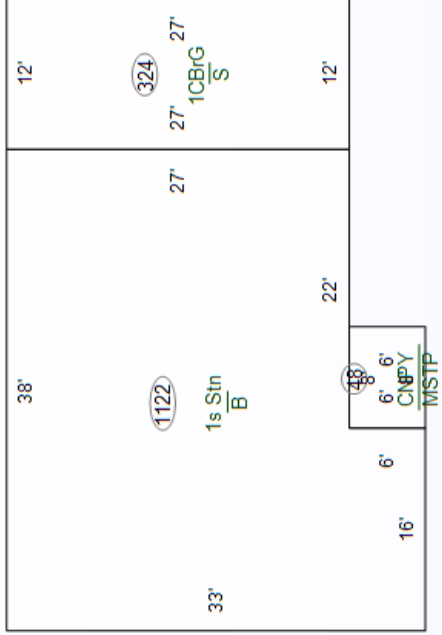
TF
 Full Bath 1 3
 Half Bath 1 2
 Kitchen Sinks 1 1
 Water Heaters 1 1
 Add Fixtures 0 0
 Total 4 7

- Earth
- Tile
- Slab
- Carpet
- Sub & Joist
- Unfinished
- Wood
- Other
- Parquet

- Wall Finish
- Plaster/Drywall
- Unfinished
- Paneling
- Other
- Fiberboard

- Built-Up
- Metal
- Asphalt
- Slate
- Tile
- Wood Shingle
- Other

Description
 Stoop, Masonry Area 48 Value \$1,800
 Canopy, Shed Type Area 48 Value \$400



Cost Ladder

Floor Constr	Base	Finish	Value	Totals
1	8	1122	1122	\$94,800
2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt	1122	0	\$28,600	
Crawl				
Slab	324	0	\$0	
Adjustments			Total Base	\$123,400
1 Row Type Adj. x 1.00				\$123,400

- Unfin Int (-) \$0
- Ex Liv Units (+) \$0
- Rec Room (+) \$0
- Loft (+) \$0
- Fireplace (+) \$0
- No Heating (-) \$0
- A/C (+) 1:1122 \$3,100
- No Elec (-) \$0
- Plumbing (+/-) 7 - 5 = 2 x \$800 \$1,600
- Spec Plumb (+) \$0
- Elevator (+) \$0

Sub-Total, One Unit \$128,100
Sub-Total, 1 Units

Exterior Features (+) \$2,200 \$130,300
 Garages (+) 324 sqft \$11,600 \$141,900
 Quality and Design Factor (Grade) 1.00
 Location Multiplier 0.88
Replacement Cost \$124,872

Specialty Plumbing

Description	Count	Value
Summary of Improvements		
Abn Obs	0%	\$68,680
Norm Dep	45%	\$700
RCN	\$124,872	\$1,999
Size	2,244 sqft	96 sqft
Adj Rate	0.88	\$20.82
Base Rate	\$23.66	\$0
LCM	0.88	\$0
Eff Co	73 A	\$0
Year Built	1951	\$0
Grade	C	\$0
Year	1984	\$0
Eff Year	1984	\$0
Cap 1	100.00	\$0
Cap 2	0.00	\$0
Cap 3	0.00	\$0
Improv Value		\$144,200
PC	100%	\$0
Mkrt	1,000	\$0
Mrkt	1,000	\$0
Remain. Value		\$700



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: 302 Lynn Wood Drive, Clarksville, IN 47129

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) [X] 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.)

302 Lynn Wood Drive, Clarksville, IN 47129

(Property Address)

46 **CERTIFICATION OF ACCURACY**

47 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they
48 have provided is true and accurate.

49
50 This *Certification* and *Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
51 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
52 *Certification* and *Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
53 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
54 document shall be promptly delivered, if requested.

55
56
57 BUYER'S SIGNATURE _____ DATE _____

58
59
60 PRINTED _____

61
62
63 BUYER'S SIGNATURE _____ DATE _____

64
65
66 PRINTED _____

67
68
69 SELLING BROKER _____ DATE _____

John M. Briscoe 6-6-24
SELLER'S SIGNATURE _____ DATE _____

Harry Bye Estate John Briscoe Personal Representative
PRINTED _____

SELLER'S SIGNATURE _____ DATE _____

PRINTED _____

Douglas A. Harritt 6-6-24
LISTING BROKER _____ DATE _____
Douglas A Harritt The Harrirt Group, Inc.



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302 Lynn Wood Drive, Clarksville, IN 47129
(Property Address)