



BID PACKET

BRICK RANCH & DETACHED GARAGE ONLINE AUCTION

415 MOCKINGBIRD DRIVE
JEFFERSONVILLE, IN 47130

ONLINE BIDDING ENDS

THURSDAY, AUGUST 22 @ 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
415 MOCKINGBIRD DRIVE, JEFFERSONVILLE, IN 47130
Bidding Ends Thursday, August 22, 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 Tuesday, October 1, 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 *Thursday, August 8 through Thursday, August 22, 2024.*

AGENCY

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

SELLER

Donna Langdon Estate

PERSONAL REPRESENTATIVE

Edward Korte

ESTATE ATTORNEY

Pamela K. Thompson, Attorney

Client Detail

415 Mockingbird Drive, Jeffersonville, IN 47130

\$0

Listing #: **202409823**

Total Finished Sqft: **1,770**

Above Grade Finished SqFt: **1,420**

Active (08/05/24)



Prop Type:	Residential/Farm	SubType:	Residential
County:	Clark	Township:	Jeffersonville
Subdivision:	Yes	School Dst:	Greater Clark
Subdiv Nm:	Audubon	Parcel#:	20000030170
Beds:	2	Lot Sz:	0.2099 / 9,143
Baths:	2 (1 1)	Lot Size Src:	Assessor
Abv Grd SF:	1,420	Lot Dim:	72' x 127'
Tot Fin SF:	1,770	Year Built:	1956
New Const:	No	Annual Tax:	1,580
Est Completion:		Tax Year:	2023/2024
Home Warranty:		DOM:	0
Land Assess:	37,800	HOA \$:	/
Improvements:	130,600		
Total Assess:	168,400		
Directions:	Port Road or Market Street to Utica Pike to Mockingbird Drive. Home on left.		
Legal:	AUDUBON SUBD LOT 49 PT LOT 50 #2		
Tot Deductions:	\$96,160	Deduction Type	Comment
		Supplemental Homestd	48160

Remarks

BRICK RANCH & DETACHED GARAGE ONLINE AUCTION - BIDDING ENDS THURSDAY, AUGUST 22 @ 2PM. Spacious 1420 square foot two bedroom brick ranch with basement and 2-car detached garage with side entry on a fenced corner lot off dead end street. Large family room with panel walls, several storage closets and fireplace, living room, formal dining, eat-in kitchen, hardwood floors, recreational room in basement with built-in bar, large private patio, fenced lot and decorative split rail fence. 72' road frontage on Mockingbird Drive and 127' road frontage on Viking Drive. Located just off Utica Pike near Riverfront & Perrin Park, in an area of upcoming growth. 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:	Crawl Space, Poured Concrete
Zoning:	Residential	Basement:	Yes
Construction:	Existing	Basement Type:	Crawl Space, Partially Finished
Outbuildings:	Garage	Laundry:	Yes
# Fireplaces:	1 Fireplace: Woodburning	Laundry Type:	Other
Roof Type:	Shingle	Road Frontage:	199'
Appliances:	Clothes Dryer, Clothes Washer, Dishwasher, Garage Door Opener, Range / Oven, Refrigerator		
Lot Description:	Corner Lot, Dead End Street		
Exterior Type:	Aluminum Siding, Brick Over Frame		
Exterior Feat:	Fenced Yard, Landscaped, Patio, Solid Surface Drive		
Interior Feat:	Eat-in Kitchen, Family Room, Formal Dining Rm, Pantry, Sump Pump		
Road Type:	Paved		

Measurements

Above Grade Finished:	1,420.0	Nonconform Finished:	0.0
Above Grade Unfinish:	0.0	Nonconform Unfinish:	0.0
Below Grade Finished:	350.0	TFLS:	1,770
Below Grade Unfinish:	700.0		

Room Sizes & Levels

Total Rooms: **7** Garage: **Y** Garage Size: **24 x 22** Garage Type: **Detached, Side Entry** Garage Spaces: **2**

Type	Dimension	Level	Flooring	Description
Living Room	21.9 x 11.5	1st Floor	Wood	
Kitchen	12.4 x 9.2	1st Floor	Vinyl	
Dining Room	13 x 7.8	1st Floor	Wood	
Family Room	23.6 x 13	1st Floor	Carpet	Fireplace, Partial Vinyl Flooring
Bathroom Half	5 x 5.9	1st Floor	Vinyl	
Bedroom	10.8 x 11.6	1st Floor	Wood	
Bedroom	11.5 x 14.9	1st Floor	Wood	
Bathroom Full	7.10 x 5	1st Floor	Vinyl	
Other	31.7 x 11.3	LL/Basement	Carpet	Rec Room, Knotty Pine Walls, Built-In Bar

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**

Covenants & Restr: **Yes**
Sign: **Yes**

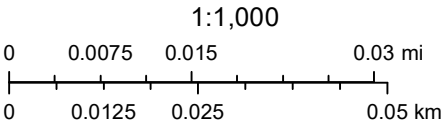
All information deemed reliable but not guaranteed.



DNR Floodplains
Flood Zone and Subtype
 A
 A, APPROXIMATE FLOODWAY

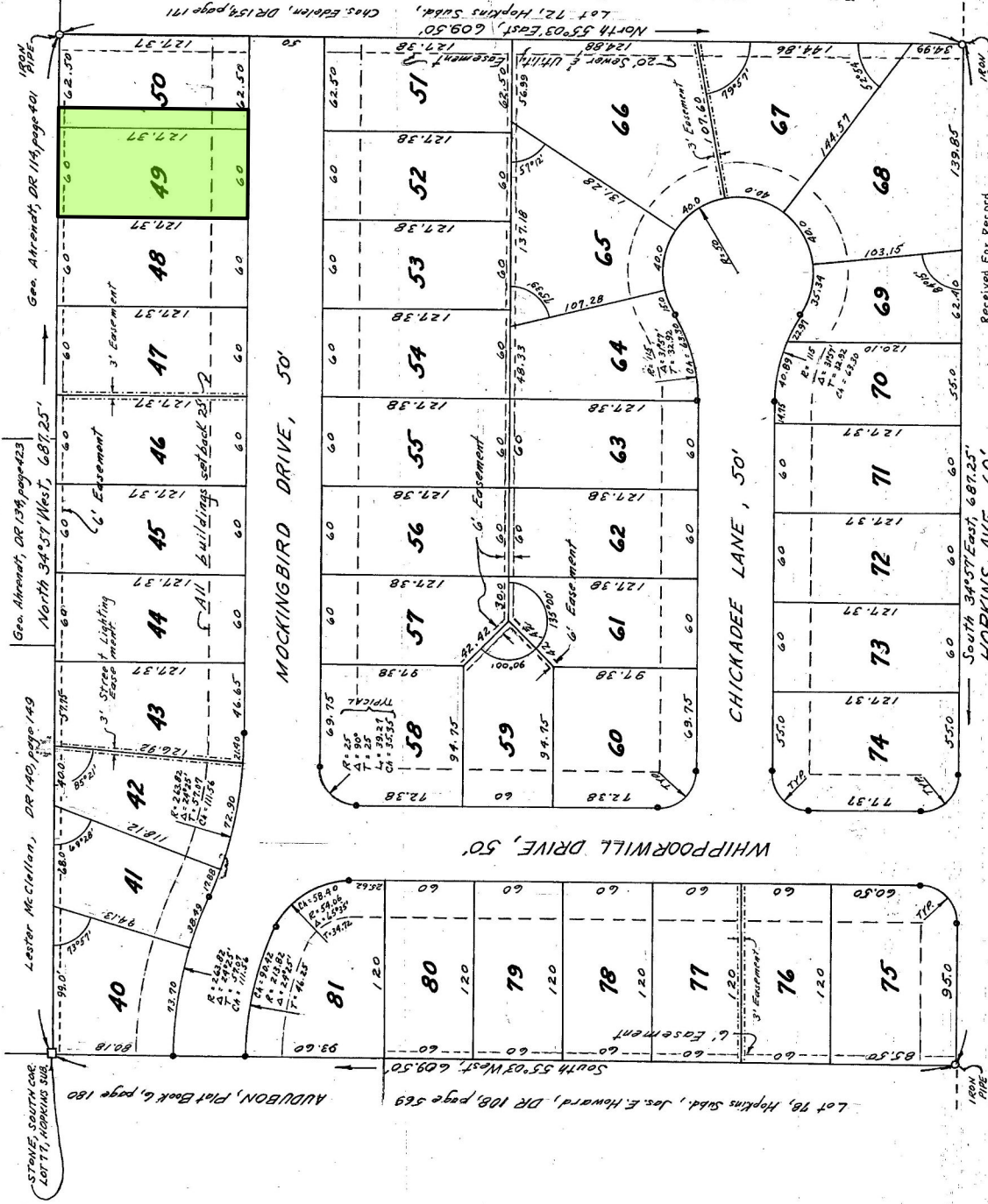
AE Fringe
 AE Floodway
 0.2% Annual Chance Flood Hazard

Reduced Risk Due to Levee



AUDUBON

UNIT NO. 2



Notes:
 1. All dimensions are in feet, tenths and hundredths.
 2. Said dimensions are the true meridians obtained by color observation.
 3. Bearings are 90°00' unless noted otherwise.
 4. All angles are 90°00' unless noted otherwise.
 5. Iron pipes set on all lot corners, and points of curvature of tangency.
 6. Dimensions shown on curves are the chord distances. Ch = long chord.

Page 192

DESCRIPTION
 A subdivision of the following described real estate in the city of Jeffersonville, Clark County, Indiana to wit: All of Lots Nos. 73, 74, 75, 76 and 77 of Hopkins Subdivision in Survey #3 of the Illinois Grant, as recorded in Plat Book #3, page #71, except the northeast 30 feet of said lots subject to the right of way of Hopkins Avenue, and being more particularly described as follows, to wit: Beginning at a stone at the south corner of said Lot #77 and running thence North 34° 57' West, 687.25 feet to an iron pipe stake at the west corner of said Lot #77; thence North 95° 05' East, 603.50 feet with the northwest line of said Lot #75; to an iron pipe stake at the edge of Hopkins Avenue; thence South 34° 57' East, 687.25 feet, with the southwest line of Hopkins Avenue, to an iron pipe stake in the southwest line of said Lot #77; thence South 30° 03' West, 609.50 feet, with the southwest line of said Lot #77, to the place of beginning, containing 9.616 acres.

CERTIFICATE OF OWNERS AND DEDICATION
 The undersigned owners of the real estate shown on the within plat hereby cause said real estate to be platted into lots and streets as shown upon said plat; and the streets and utility easements are hereby dedicated to the public use for such purposes.
 In Witness Whereof the said owners have hereunto set their hands and seals this 9th day of February, 1956.

Dixon W. Prentice
 Dixon W. Prentice
Phyllis R. Prentice
 Phyllis R. Prentice
Myrtle C. Prentice
 Myrtle C. Prentice
 A UDUBON BUILDINGS, INC.
 By: *Harold L. Perrin*
 Harold L. Perrin, President
 Attest: *Lionel W. Prentice*
 Lionel W. Prentice, Secretary
 State of Indiana
 County of Clark) ss:

Before me, the undersigned, a notary public within and for the above named county and state, this 9th day of February, 1956, personally appeared Dixon W. Prentice and Phyllis R. Prentice, his wife, Robert J. Prentice and Myrtle C. Prentice, his wife, and acknowledged the execution of the above certificate. Also personally appeared Harold L. Perrin and Dixon W. Prentice, president and secretary respectively of Audubon Builders, Inc., an Indiana corporation, and as such officers and for and on behalf of said corporation, acknowledged the execution of said certificate.

Witness my hand and notarial seal.
 My commission expires September 9, 1957.
 Notary Public
 For building and use RESTRICTIONS see Misc. Rec. #29, page 318

ENGINEER'S CERTIFICATE
 I, the undersigned, 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 above 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 15th day of Feb. 1956.

Joseph W. Jacobs, P.E.
 Joseph W. Jacobs, P.E.
 Examined and Approved this 22 day of March, 1956.
 BOARD OF PUBLIC WORKS AND SAFETY, CITY OF JEFFERSONVILLE
 By: *Charles H. Hoaden*
 Charles Hoaden, President
William Gagne
 William Gagne, Member
Henry Richard
 Henry Richard, Member

Attest: *Carl J. Braun*
 Carl J. Braun, Sec. notary
 Received For Record This 4 day of APRIL, 1956 at 10:19 am. in Examined and Approved this 22 day of March, 1956.
 JEFFERSONVILLE PLAN COMMISSION & BOARD OF ZONING APPEALS
 By: *Charles Hoaden*
 Charles Hoaden, President

3532
 Wm. H. Vining, Auditor, Clark County, Ind.



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: 415 Mockingbird Drive, Jeffersonville, IN 47130

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.)

415 Mockingbird Drive, Jeffersonville, IN 47130

(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 PRINTED
60

61 _____
62 BUYER'S SIGNATURE DATE

63 _____
64 PRINTED
65

66 _____
67 SELLING BROKER DATE
68

Edward Korte 4-17-2024
SELLER'S SIGNATURE DATE

EDWARD KORTE PERSONAL REO.
PRINTED

SELLER'S SIGNATURE DATE

PRINTED

Douglas Harritt 4-17-2024
LISTING BROKER DATE
Douglas Harritt, Harritt Group, Inc.



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415 Mockingbird Drive, Jeffersonville, IN 47130
(Property Address)