



BID PACKET

# LANESVILLE BRICK RANCH ONLINE AUCTION

2341 ST. JOHNS CHURCH ROAD NE  
LANESVILLE, IN 47136

ONLINE BIDDING ENDS

**THURSDAY, AUGUST 29 @ 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

2341 St. Johns Church Road NE, Lanesville, IN 47136

Bidding Ends Thursday, August 29, 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 8, 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**

All land measurements are per courthouse records. A survey of record dated 1996 by Primavera And Associates is available for the .30 acre tract (per legal description).

#### **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.

#### **FUEL OIL TANK**

Fuel oil tank is owned by the seller. Buyer to retain any remaining fuel stored in tank.

#### **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 15 through Thursday, August 29, 2024.*

#### **AGENCY**

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

#### **SELLER**

Pauline L. Carr

#### **POWER OF ATTORNEY**

Eileen Seymer

## Client Detail

### 2341 Saint Johns Church Road NE, Lanesville, IN 47136

**\$0**

Listing #: **2024010022**    Total Finished Sqft: **2,291**    Above Grade Finished SqFt: **1,974**    **Active (08/12/24)**



Prop Type: <b>Residential/Farm</b>	SubType: <b>Residential</b>
County: <b>Harrison</b>	Township: <b>Franklin</b>
Subdivision: <b>No</b>	School Dst: <b>Lanesville Comm.</b>
Subdiv Nm:	Parcel#: <b>0170003300</b>
Beds: <b>3</b>	Lot Sz: <b>1.388 / 60,461</b>
Baths: <b>2 (2 0)</b>	Lot Size Src: <b>Assessor</b>
Abv Grd SF: <b>1,974</b>	Lot Dim:
Tot Fin SF: <b>2,291</b>	Year Built: <b>1958</b>
New Const: <b>No</b>	Annual Tax: <b>1,296</b>
Est Completion:	
Home Warranty:	Tax Year: <b>2023/2024</b>
Land Assess: <b>56,100</b>	DOM: <b>2</b>
Improvements: <b>188,800</b>	HOA \$: <b>/</b>
Total Assess: <b>244,900</b>	
Directions:	

**I-64 Lanesville Exit 113. South 2 miles on Crandall Lanesville Road to left on IN-62. East 4/10 mile to right on St. Johns Church Road NE. Continue 4/10 mile, to property on right. Or 6 miles west of I-64 Georgetown Edwardsville Exit 118 off IN-62.**

Legal: **PT SE 1/4 20-3-5 .50 PT SE 1/4 20-3-5 .588 PT SE QR 20-3-5 .30 SURVEY FILED 11-18-96**

Tot Deductions: **\$126,320** Deduction Type Comment  
Supplemental Homestd 78,320

#### Remarks

**LANESVILLE BRICK RANCH ONLINE AUCTION - BIDDING ENDS: THURSDAY, AUGUST 29 @ 2PM.** Great house in a small town neighborhood. One-owner 1,974 square foot three-bedroom two-bath brick ranch built by Clyn Longest with three-season sunroom, full basement and one-car garage on a 1.39 acre lot in the heart of Lanesville. Spacious rooms, natural lighting, living room with large bay window & Bedford stone fireplace, built-in workstation in kitchen dining area, corner wall unit in bedroom, summer kitchen in basement with lots of built-in storage cabinetry, workshop & storm shelter area. Open & wooded lot located south of Main Street in Harrison County, Lanesville Community School district, and just minutes from the I-64 Lanesville Exit. **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: <b>1 Story</b>	Foundation: <b>Concrete Block</b>
Zoning: <b>Residential</b>	Basement: <b>Yes</b> Basement Type: <b>Full, Partially Finished</b>
Construction: <b>Existing</b>	Laundry: <b>Yes</b> Laundry Location: <b>Basement</b>
Outbuildings:	Laundry Type: <b>Other</b>
# Fireplaces: <b>1</b> Fireplace: <b>Woodburning</b>	Road Frontage: <b>256</b>
Roof Type: <b>Shingle</b>	
Appliances: <b>Clothes Dryer, Clothes Washer, Garage Door Opener, Range / Oven, Refrigerator</b>	
Exterior Type: <b>Brick Over Frame</b>	
Exterior Feat: <b>Covered Porch, Landscaped, Paved Driveway, Sunroom</b>	
Interior Feat: <b>Built-in Bookcase, Ceiling Fan(s), Formal Dining Rm, Foyer, Natural Wood Trim, Second Kitchen, Sump Pump</b>	
Road Type: <b>Paved</b>	

#### Measurements

Above Grade Finished: <b>1,974.0</b>	Nonconform Finished: <b>0.0</b>
Above Grade Unfinish: <b>0.0</b>	Nonconform Unfinish: <b>0.0</b>
Below Grade Finished: <b>317.0</b>	TFLS: <b>2,291</b>
Below Grade Unfinish: <b>1,167.0</b>	

#### Room Sizes & Levels

Total Rooms: **8**    Garage: **Y**    Garage Size: **35 x 14**    Garage Type: **Basement, Front**    Garage Spaces: **1 Entry**

Type	Dimension	Level	Flooring	Description
Living Room	22 x 13.5	1st Floor	Wood	Bedford Stone Fireplace
Dining Room	13.5 x 11.11	1st Floor	Wood	
Kitchen	21.10 x 7.11	1st Floor	Vinyl	Includes Dining Area w/ Desk
Bathroom Full	6.9 x 3.3	1st Floor	Tile	
Bedroom	13.4 x 11.11	1st Floor	Wood	
Bedroom	12.3 x 11.2	1st Floor	Wood	
Bedroom	13.7 x 15.11	1st Floor	Wood	Corner Wall Unit
Bathroom Full	10.6 x 6.10	1st Floor	Vinyl	

Other 20 x 11 1st Floor Carpet Three Season Sunroom  
Other 13.6 x 23.3 LL/Basement Vinyl Summer Kitchen

### Utilities

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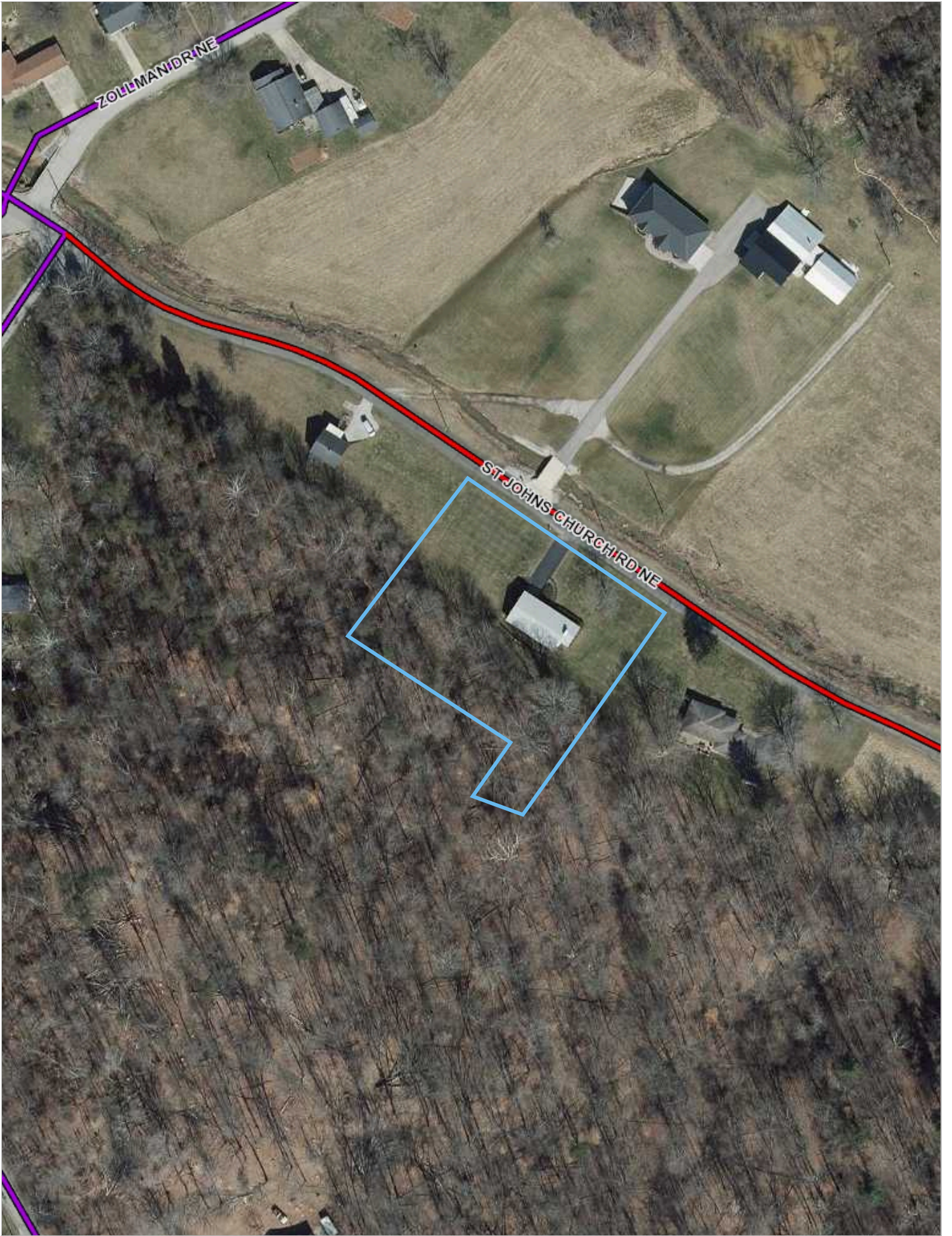
Water Heater: **Electric** Heat Type: **Forced Air**  
Water Type: **Public Onsite** Cooling Type: **Central Air**  
Natural Water: Fuel Type: **Oil**  
Sewer Type: **Sewer**

### General Information

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Possession: **At Closing** Covenants & Restr: **No**  
Flood: **No** Sign: **Yes**

All information deemed reliable but not guaranteed.



General Information

Parcel Number 31-11-20-451-002.000-006
Local Parcel Number 0170003300

Tax ID:

Routing Number

Property Class 510

1 Family Dwell - Platted Lot

Year: 2023

Location Information

County Harrison
Township FRANKLIN TOWNSHIP
District 006 (Local 017)

School Corp 3160 LANESVILLE

Neighborhood 3106502-006

Lanesville Res

Section/Plat 20

Location Address (1)

2341 ST JOHNS CHURCH RD NE

LANESVILLE, IN 47136

Zoning

Subdivision

Lot

Market Model

N/A

Characteristics

Topography High
Flood Hazard ERA

Public Utilities Water, Electricity
Streets or Roads Paved

Neighborhood Life Cycle Stage Other

Printed Wednesday, November 8, 2023

Review Group

Appraiser

Collector

Data Source N/A

Base Lot: Res 0' X 0', C1 0' X 0'

Ownership

CARR, WARREN D JR & PAULINE L
CMB BANK & TRUST NA/WEALTH M
212 Evergreen Lane
GLEN CARBON, IL 62034

Legal

PT SE 1/4 20-3-5 .50
PT SE 1/4 20-3-5 .588 PT SE QR 20-3-5 .30
SURVEY FILED 11-18-96

Transfer of Ownership

Table with columns: Date, Owner, Doc ID, Code, Book/Page, Adj Sale Price, V/I. Rows show ownership transfers from 03/01/2006 to 01/01/1900.



Res

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

Table with columns: Assessment Year (2023, 2022, 2021, 2020, 2019), Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Improvement, Total, Act Front. Values include \$56,100, \$188,800, \$244,900, etc.

Land Data (Standard Depth: Res 120', C1 120'

Table with columns: Land Pricing Soil Type Method ID, Act Front, Size Factor, Rate, Adj. Rate, Ext. Value, Infi. % Elig, Res Market % Factor, Value. Rows for 9 A and 91 A.

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.

Notes

9/18/2023 3RD: RESKETCHED DWELLING THAT WAS INCORRECT. CHANGED SQ FT ON 'S BR/B AS: 1S BR/BGAR (14X35), CHANGED OFP(11X20) TO: EFF & CHANGED EFF YR ON DWELLING FROM: (1958 TO: 1964) PER R/A FOR 2024 PAY 2025
2/8/2022 3RD: (2022-2023) changed land from over ride pricing to acreage (if applicable - some were already priced as acreage.)
9/11/2019 3RD: NO CHANGES FOR 2020 PAY 2021 PER R/A
1/18/2019 3RD: CHANGED 107 SQ FT UNFINISHED TO FINISHED ON FIRST FLOOR FOR 2019 PAY 2020
12/20/2018 NOTE: CHANGED 5X5 MSTP TO 16X17 WDDK FOR 19 PAY 20 PER B&D
8/1/2014 M: CHANGED SQ FOOTAGE ON BASEMENT GARAGE FROM 1951 TO 300 FOR 15 PAY 16 PER R/A
12/2/2011 M: CHANGED GRADE ON DWELL 2012 PAY 2013
6/7/2006 Child: Previous parcel\_id: 0305204200800
6/7/2006 DH: DOOR HANGER
NOTE: CORRECTED OMP & EMP TO OPFS AS OF 3/7/94
NOTE: ADDED C/A FOR 3/01/99
NOTE: PT SW 1/4 20-3-5 .30 SHOULD HAVE BEEN TRANS-
FERRED TO: CLUBB, CHARLES B & LOIS W BY







# SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)  
**Aug. 8, 2024**

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code) **2341 St, Johns Church RD, Lanestville, IN 47136**

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	X				Cistern	X				
Clothes Dryer			X		Septic Field/Bed	X				
Clothes Washer			X		Hot Tub	X				
Dishwasher	X				Plumbing			X		
Disposal	X				Aerator System	X			X	
Freezer	X		X		Sump Pump			X		
Gas Grill	X				Irrigation Systems	X				
Hood			X		Water Heater/Electric			X		
Microwave Oven	X				Water Heater/Gas	X				
Oven			X		Water Heater/Solar	X				
Range			X		Water Purifier	X				
Refrigerator			X		Water Softener	X				
Room Air Conditioner(s)	X				Well	X				
Trash Compactor	X				Septic and Holding Tank/Septic Mound	X				
TV Antenna/Dish	X				Geothermal and Heat Pump	X				
Other:					Other Sewer System (Explain)					
					Swimming Pool & Pool Equipment	X				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			X		
					Are the structures connected to a public sewer system?			X		
					Are there any additions that may require improvements to the sewage disposal system?				X	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?					
					Are the improvements connected to a private/community sewer system?					
<b>B. Electrical System</b>	<b>None/Not Included/Rented</b>	<b>Defective</b>	<b>Not Defective</b>	<b>Do Not Know</b>	<b>D. HEATING &amp; COOLING SYSTEM</b>	<b>None/Not Included/Rented</b>	<b>Defective</b>	<b>Not Defective</b>	<b>Do Not Know</b>	
Air Purifier	X				Attic Fan					
Burglar Alarm	X				Central Air Conditioning			X		
Ceiling Fan(s)			X		Hot Water Heat	X				
Garage Door Opener / Controls			X		Furnace Heat/Gas	X				
Inside Telephone Wiring and Blocks/Jacks			X		Furnace Heat/Electric	X				
Intercom	X				Solar House-Heating	X				
Light Fixtures			X		Woodburning Stove	X				
Sauna	X				Fireplace			X		
Smoke/Fire Alarm(s)	X				Fireplace Insert	X				
Switches and Outlets			X		Air Cleaner	X				
Vent Fan(s)	X				Humidifier					
60/100/200 Amp Service (Circle one) <b>100 Amp</b>			X		Propane Tank	X				
Generator	X				Other Heating Source - Oil			X		

**NOTE:** Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Cheryl Seymour - POA</i>	Date (mm/dd/yy) <b>8/8/24</b>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

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

2341 St, Johns Church RD, Lanesville, IN 47136

2. ROOF	YES	NO	DO NOT KNOW
Age, if known <u>8</u> Years.	<input checked="" type="checkbox"/>		
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?		<input checked="" type="checkbox"/>	
If yes, how many layers?			

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		<input checked="" type="checkbox"/>	
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		<input checked="" type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	

Explain:

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:  
(Use additional pages, if necessary)

*Selling as is at auction  
by Power of Attorney.*

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?		<input checked="" type="checkbox"/>	
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use of non-conforming use? Explain:		<input checked="" type="checkbox"/>	
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
Is there any damage due to wind, flood, termites, or rodents?		<input checked="" type="checkbox"/>	
Have any structures been treated for wood destroying insects?		<input checked="" type="checkbox"/>	
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?		<input checked="" type="checkbox"/>	
Do you currently pay for flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)? <i>oil tank</i>	<input checked="" type="checkbox"/>		
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Eileen Seymer - POA</i>	Date (mm/dd/yy) <i>8/8/24</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.





**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: 2341 St, Johns Church RD, Lanesville, IN 47136**

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**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.)**

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**2341 St, Johns Church RD, Lanesville, IN 47136**

(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

*Elaine Seymour POA 5/8/24*  
\_\_\_\_\_  
SELLER'S SIGNATURE DATE

**Pauline L. Carr**  
\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
SELLER'S SIGNATURE DATE

\_\_\_\_\_  
PRINTED

*Douglas Harritt* *5-8-2024*  
\_\_\_\_\_  
LISTING BROKER DATE  
**Douglas Harritt, Harritt Group, Inc.**



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