## BID PACKET

# CHEROKEE TERRACE BRICK RANCH ONLINE AUCTION 

## 113 CHEROKEE DRIVE JEFFERSONVILLE, IN 47130

ONLINE BIDDING ENDS

## WEDNESDAY, MAY 29 @ 2PM

HARRITT
HARRITTGROUP.GOM

REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS<br>113 Cherokee Drive, Jeffersonville, IN 47130<br>Bidding Ends Wednesday, May 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 Monday, July 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

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.

## HOMEOWNERS ASSOCIATION (HOA) FEES

An unofficial homeowners association with a fee due annually of $\$ 10.00$.

## POSSESSION

Seller will give possession of Real Estate 30 days from the day of 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 Wednesday, May 15 through Wednesday, May 29, 2024.

## AGENCY

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

## SELLER

Sheiler H. Stokes

## Client Detail

113 Cherokee Drive, Jeffersonville, IN 47130


1 Above Grade Finished SqFt: 1,850

| Prop Type: | Residential/Farm | SubType: |
| :--- | :--- | :--- |
| County: | Clark | Township: |
| Subdivision: | Yes | School Dst: |

Subdiv Nm:
Beds:
Baths: Cherokee Terrace

## Total Assess:

## Legal:

Tot Deductions:

240,800
I-265 to Jeffersonville 10th Street Exit. West on 10th Street - IN-62 to left on Allison Lane. Continue south to right on Utica Pike to right on Pawnee Dr to left on Cherokee Drive to home on right.
CHEROKEE TERRACE LOT 20 $\mathbf{\$ 1 2 5 , 0 0 0}$ Deduction Type Comment

Supplemental Homestd 77,000

## Remarks

CHEROKEE TERRACE BRICK RANCH ONLINE AUCTION - BIDDING ENDS: WEDNESDAY, MAY 29 @ 2PM. Spacious updated 1960's brick ranch with unique floor plan, a partially finished basement and attached two-car garage on $1 / 3$ acre lot in the quaint established neighborhood of Cherokee Terrace located just off Utica Pike near Duffy's Landing - minutes to downtown Jeffersonville and I-265 Tenth Street Shopping Corridor. Custom equipped eat-in kitchen with island breakfast bar, granite countertops and appliances - including a Samsung Smart refrigerator, full bath off hall with soaking tub, equipped laundry with LG front load washer and steam dryer, 4th bedroom in basement with egress window with ladder plus 12' $\times 10^{\prime}$ Storage Shed. Several updates in the past 10 years. Chandelier in living dining room not included. 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 $\mathbf{4 0}$ 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 $\mathbf{3 0}$ days from closing. See full details in the Auction Bid Packet.

## Amenities



| Bathroom Full | $8.4 \times 3.10$ | 1st Floor | Tile | Off Main Bedroom |
| :--- | :--- | :--- | :--- | :--- |
| Bedroom | $12.3 \times 13.2$ | 1st Floor | Carpet |  |
| Bedroom | $10.6 \times 11.6$ | 1st Floor | Wood |  |
| Bathroom Full | $8 \times 8.5$ | 1st Floor | Tile |  |
| Family Room | $35.10 \times 13$ | LL/Basement | Carpet | Family Rec Room |
| Office | $13.6 \times 12.5$ | LL/Basement | Vinyl | French Doors |
| Bedroom | $10.1 \times 9.9$ | LL/Basement | Carpet | Egress Window w/Ladder |
| Other | $12.10 \times 17.7$ | LL/Basement | Other | Laundry Utility Room Unfinished |
| Other | $12.7 \times 11.4$ | LL/Basement | Other | Storage Room Unfinished |

## Utilities

| Water Heater: | Electric | Heat Type: | Forced Air |
| :--- | :--- | :--- | :--- |
| Water Type: | Public Onsite | Cooling Type: | Central Air |
| Natural Water: |  | Fuel Type: | Nat Gas |
| Sewer Type: | Sewer |  |  |

Sewer Type: Sewer

## General Information

| Possession: | $\mathbf{3 0}$ Days |
| :--- | :--- |
| Flood: | No |

$\square$ No
$\begin{array}{ll}\text { Covenants \& Restr: } & \text { Yes } \\ \text { Sign: } & \text { Yes }\end{array}$
All information deemed reliable but not guaranteed.


1:1,000

NR Floodplains
Flood Zone and Subtype
$\square$ AE Fringe AE Floodway
0.2\% Annual Chance Flood Hazard

A, APPROXIMATE FLOODWAY


1. The following are in the conditions indicated:


The information contained in this DIsclosure has been furnished by the Seller, who certifles 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.

| Signaturg of Seller sleden $\qquad$ | $\begin{aligned} & \text { Date }(m m / d d / y y) \\ & 4 / 11 / 2024 \end{aligned}$ | 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 ( $\mathrm{mm} / \mathrm{dd} / \mathrm{yy}$ ) | Signature of Seller (at closing) |
| :--- | :--- | :--- |

Date ( $\mathrm{mm} / \mathrm{dd} / \mathrm{yy}$ )


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 Phoclen Notea | $\begin{aligned} & \text { Date (mm/dd/yy) } \\ & 4 / i 1 / 2024 \end{aligned}$ | 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 ( $\mathrm{mm} / \mathrm{dd} / \mathrm{yy}$ ) | Signature of Seller (at closing) | Date ( $\mathrm{mm} / \mathrm{dd} / \mathrm{yy}$ ) |

## FORM \#03.

Page 2 of 2

LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT<br>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: 113 Cherokee 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) $\square$ 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) $\quad \square$ 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.) $\qquad$ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
(e.) $\qquad$ Buyer has (check (i) or (ii) below):
(i) $\square$ 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) $\square$ 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.)

## CERTIFICATION OF ACCURACY

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 <br> DATE

PRINTED

BUYER'S SIGNATURE
DATE

| PRINTED |  |
| :--- | :--- |
| SELLING BROKER | DATE |

Sheiler H.Stokes
PRINTED
SELLER'S SIGNATURE 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.
09 ANNEX 05 RES AREA 3/ $1 / 2$
Notes
9/10/2019 GENERAL: REASSESSMENT - (LG-MS)
-ADDED USHED WITH SV
9/25/2015 GENERAL : no chg/reassmt. ML c
8/21/2014: sOLD FOR $\$ 139,000$ ON 8.14 .2014
VALID DG
3/2992010: (2010 pay 2011) **REASSESSMENT**
PER FEILD CHECK NO CHANGE
3/8/2010: 2010-11 TT ANNEXED FROM 05-19-20-1

| Land Computations |  |
| :--- | ---: |
| Calculated Acreage | 0.32 |
| Actual Frontage | 0 |
| Developer Discount | $\square$ |
| Parcel Acreage | 0.00 |
| 81 Legal Drain NV | 0.00 |
| 82 Public Roads NV | 0.00 |
| 83 UT Towers NV | 0.00 |
| 9 Homesite | 0.00 |
| $91 / 92$ Acres | 0.00 |
| Total Acres Farmland | 0.00 |
| Farmland Value | $\$ 0$ |
| Measured Acreage | 0.00 |
| Avg Farmland Value/Acre | 0.0 |
| Value of Farmland | $\$ 0$ |
| Classified Total | $\$ 0$ |
| Farm / Classifed Value | $\$ 0$ |
| Homesite(s) Value | $\$ 0$ |
| $91 / 92$ Value | $\$ 0$ |
| Supp. Page Land Value |  |
| CAP 1 Value | $\$ 51,500$ |
| CAP 2 Value | $\$ 0$ |
| CAP 3 Value | $\$ 0$ |
| Total Value | $\$ 51,500$ |


 CHEROKEE TERRACE LOT 20

## CHEROKLE TERRACELOT

 113 Cherokee DriveJeffersonville, IN 47130 | General Information |
| :--- |
| Parcel Number |
| 10-20-00-400-242.000-009 |
| Local Parcel Number |
| 20-00117-020-1 |
| Tax ID: |

## Routing Number

 3/2010: 2010-11 TI ANNEXED FROM 05-19-20-1


Property Class 510 | Location Information |
| :--- |
| County |
| Clark |
| Township |
| JEFFERSONVILLE TOWNSHIP |
| District 009 (Local 019) |
| JEFFERSONVILLE CITY-OFW |
| School Corp 1010 |
| GREATER CLARK COUNTY |
| Neighborhood 10045205 |
| 09 ANNEX 05 RES AREA 3 |
| Section/Plat |

Location Address (1)
113 CHEROKEE DRIVE
JEFFERSONVILLE, IN 47130
JEFFERSONVILLE, IN 47130
Zoning
Subdivision
Market Model
N/A

| Characteristics |  |
| :--- | ---: |
| Topography | Flood Hazard |
| Level | $\square$ |
| Public Utilities | ERA |
| All | $\square$ |
| Streets or Roads | TIF |
| Paved | $\square$ |
| Neighborhood Life Cycle Stage |  |
| Static |  |
| Printed | Saturday, April 22, 2023 |
|  | Review Group |



