



BID PACKET

# MID-CENTURY RANCH ONLINE AUCTION

1728 GENUNG DRIVE  
NEW ALBANY, IN 47150

ONLINE BIDDING ENDS

**WEDNESDAY, OCTOBER 27 @ 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

1728 Genung Drive, New Albany, IN 47150

Bidding Ends Wednesday, October 27, 2021

**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.**

### COVID-19 PRECAUTIONS

The Harritt Group will follow social distancing and face mask recommendations. Inspection by open house or by appointment. Video tours available upon request.

### 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 December 6, 2021. 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. *Our 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 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 *Wednesday, October 20 through Wednesday, October 27.*

**AGENCY**

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

**SELLER**

Virginia Ripperdan Estate

**PERSONAL REPRESENTATIVE**

Aaron Drake

**ESTATE ATTORNEY**

R. Gregory Neely

## Client Detail

**1728 Genung Drive, New Albany, IN 47150**

Listing #: **2021011447**

Total Finished Sqft: **1,220**

Above Grade Finished SqFt: **1,220**

**\$0**

**Active (10/08/21)**



|                |  |               |                             |
|----------------|--|---------------|-----------------------------|
| Prop Type:     | <b>Residential/Farm</b>  | SubType:      | <b>Residential</b>          |
| County:        | <b>Floyd</b>   | Township:     | <b>New Albany</b>           |
| Subdivision:   | <b>No</b>  | School Dst:   | <b>New Albany-Floyd Cty</b> |
| Subdiv Nm:     |  | Parcel#:      | <b>220504301541000008</b>   |
| Beds:          | <b>3</b>   | Lot Sz:       | <b>0.19 / 8,276</b>         |
| Baths:         | <b>2 (2 0)</b>   | Lot Size Src: | <b>Assessor</b>             |
| Abv Grd SF:    | <b>1,220</b>   | Lot Dim:      | <b>67 x 122</b>             |
| Tot Fin SF:    | <b>1,220</b>   | Year Built:   | <b>1964</b>                 |
| New Const:     | <b>No</b>  | Annual Tax:   | <b>678</b>                  |
| Home Warranty: |  | Tax Year:     | <b>2020/2021</b>            |
| Land Assess:   | <b>20,300</b>  | DOM:          | <b>0</b>                    |
| Improvements:  | <b>86,100</b>  | HOA \$:       | <b>/</b>                    |
| Total Assess:  | <b>106,400</b>   |               |                             |
| Directions:    | <b>I-265 to Charlestown Road Exit #4. South 2 miles to right on Genung Drive. 1/10 mile to auction on the right.</b> |               |                             |

Legal: **Plat 745 Lot 31 Floyd County, IN**

|                 |                 |                       |                |
|-----------------|-----------------|-----------------------|----------------|
| Tot Deductions: | <b>\$80,490</b> | <u>Deduction Type</u> | <u>Comment</u> |
|                 |                 | Over 65               | \$14,000       |
|                 |                 | Homestead Standard    | \$45,000       |

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### Remarks

**Mid-Century Ranch Online Auction - Bidding Ends Wednesday October 27 @ 2PM. Loaded with great curb appeal, an abundance of natural light, eat-in equipped kitchen, spacious laundry-mudroom-bath addition with fold away ironing board, built-in cabinetry with sink and ample closet space - all on the main level. Replacement windows and gutter guards, 12' x 20' covered patio, fenced backyard, mature trees. 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 for clear title. Taxes prorated to the day of closing. Possession at closing. Selling as is without contingencies, all inspections welcomed before the auction. See full details in the Auction Bid Packet. OPEN Wednesday, October 20, 4-6PM & Wednesday, October 27, 11AM-1PM.**

### Amenities

|                |  |                   |                        |
|----------------|--|-------------------|------------------------|
| Type:          | <b>1 Story</b>   | Foundation:       | <b>Poured Concrete</b> |
| Zoning:        | <b>Residential</b>   | Basement:         | <b>Yes</b>             |
| Construction:  | <b>Existing</b>  | Basement Type:    | <b>Unfinished</b>      |
| Outbuildings:  |  | Laundry:          | <b>Yes</b>             |
| # Fireplaces:  | Fireplace:   | Laundry Location: | <b>First Level</b>     |
| Roof Type:     | <b>Shingle</b>   | Laundry Type:     | <b>Laundry Room</b>    |
| Appliances:    | <b>Dishwasher, Disposal, Garage Door Opener, Microwave, Range / Oven, Refrigerator, Water Softener</b>   |                   |                        |
| Exterior Type: | <b>Brick Over Frame</b>  | Road Frontage:    | <b>67'</b>             |
| Exterior Feat: | <b>Covered Patio, Fenced Yard, Landscaped, Solid Surface Drive, Thermopane windows</b>   |                   |                        |
| Interior Feat: | <b>1st Floor Master, 1st Floor Utility, Bath Master, Built-in Bookcase, Ceiling Fan(s), Eat-in Kitchen, Natural Wood Trim, Sump Pump, Utility/Mud Room</b> |                   |                        |
| Road Type:     | <b>Paved</b>   |                   |                        |

### Measurements

|                       |                |                      |              |
|-----------------------|----------------|----------------------|--------------|
| Above Grade Finished: | <b>1,220.0</b> | Nonconform Finished: | <b>0.0</b>   |
| Above Grade Unfinish: | <b>0.0</b>     | Nonconform Unfinish: | <b>0.0</b>   |
| Below Grade Finished: | <b>0.0</b>     | TFLS:                | <b>1,220</b> |
| Below Grade Unfinish: | <b>1,040.0</b> |                      |              |

### Room Sizes & Levels

Total Rooms: **6**    Garage: **Y**    Garage Size: **26 x 16**    Garage Type: **Attached, Front Entry**    Garage Spaces: **1**

| Type          | Dimension  | Level     | Flooring | Description  |
|---------------|------------|-----------|----------|--------------|
| Living Room   | 18 x 12.6  | 1st Floor | Carpet   |              |
| Kitchen       | 18 x 8.6   | 1st Floor | Other    |              |
| Main Bedroom  | 12 x 11    | 1st Floor | Carpet   |              |
| Bathroom Full | 11 x 7     | 1st Floor | Tile     |              |
| Other         | 11 x 5     | 1st Floor | Tile     | Laundry Room |
| Bedroom       | 12.6 x 9.2 | 1st Floor | Carpet   |              |
| Bathroom Full | 8.6 x 7    | 1st Floor | Tile     |              |
| Bedroom       | 12.7 x 12  | 1st Floor | Carpet   |              |

### Utilities

|                |                      |               |                    |
|----------------|----------------------|---------------|--------------------|
| Water Heater:  | <b>Natural Gas</b>   | Heat Type:    | <b>Forced Air</b>  |
| Water Type:    | <b>Public Onsite</b> | Cooling Type: | <b>Central Air</b> |
| Natural Water: |                      | Fuel Type:    | <b>Nat Gas</b>     |

Sewer Type: **Sewer**

**General Information**

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

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

All information deemed reliable but not guaranteed.

**INFORMATION HEREIN DEEMED RELIABLE BUT NOT GUARANTEED. BUYER(S) TO VERIFY ALL INFORMATION.**







**"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, the bearings, courses and distances are correct to the best of my knowledge and belief;

*Albert E. Graybrook*  
ALBERT E. GRAYBROOK  
CIVIL ENGINEER

**PROTECTIVE COVENANTS**

- All lots in this plat shall be known and described as residential lots.
- Only one residential dwelling unit shall be permitted upon each lot.
- No structure shall be erected, altered, placed or permitted to remain on any lot of this plat other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
- No building shall be located nearer to the front lot line or side street line than the building line shown on the plat, nor nearer than 9 feet to the rear lot line, nor on any easements on the rear of any lot. Garages cannot be nearer than 5 feet to lot line.
- No dwelling shall be permitted on any lot of this plat whose ground floor area of the main structure, exclusive of one story, open porches, and garages, is less than 1,000 square feet, and the exterior of each structure shall be not less than 80% brick or stone construction.
- No trailer, basement, tent, shack, barn or other outbuilding erected on any lot shall be used at any time as a residence, temporarily or permanently.
- No fence or wall shall be erected on any lot or lots between the front lot line and rear part of the lots of this plat higher than 4 feet.
- No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done there on which may become an annoyance or nuisance to the neighborhood.
- The covenants, conditions and restrictions herein contained shall run with all of the lots on parts of lots of this plat, shall be binding upon all successors in title, their heirs, executors, administrators, and assigns, and all courts, courts of equity and courts of law, for a period of 25 years from the date these covenants, conditions and restrictions are recorded, after which time said covenants shall be automatically extended for successive 10 years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

**DESCRIPTION**

Being a part of No. 43, of the Illinois Grant, which is also part of letter "F" of Plat No. 95, Floyd County, Indiana, and being a part of lot No. 22, of Plat No. 689 of the Floyd County, Indiana, being a part of the southeast corner of lot No. 22 of Plat No. 689, and running thence South 74°10' East along the Northern line of Plat No. 605 for a distance of 300.00 feet to an iron pin; said pin being North 74°10' West, 294.52 feet from the western right of way line of Charles Town Road; thence North 16°00' East 88.00 feet to a point; thence South 75°41' East 28.39 feet to an iron pin; thence North 15°47' East, 199.96 feet to an iron pin on the Southern line of Plat No. 689, as recorded in Deed Record Book 146, at page 211 of the Floyd County, Indiana records; thence North 16°00' East 110.00 feet to an iron pin on the South line of Plat No. 689; thence South 18°45' West along the eastern line of Plat No. 689 for 168.94 feet to the Northeast corner of lot No. 22, of said Plat No. 689; said pin being on the southern line of Cheney Drive; thence North 74°10' West along the southern line of said Drive, line of Cheney Drive, thence West along the West line of lot No. 22 of said Plat No. 689 for 168.94 feet to an iron pin; thence South 16°00' West along the West line of lot No. 22 of said Plat No. 689 for 118.17 feet to the Southeast corner of said lot 22, of Plat 689, the place of beginning.

CONTAINING 2.44 Acres

**OWNER'S DEDICATION**

I, the owner of the within plat, hereby make and declare this subdivision to be a subdivision of the real estate described above; The streets shown in hereon, is dedicated to the public for highway purposes.

*Guy W. Penning*  
Guy W. Penning

STATE OF INDIANA SS.;

Before me, a Notary Public, in for said state, and county, personally, appeared before me on this 17th day of August, 1960, and acknowledged the execution of the foregoing affidavit;

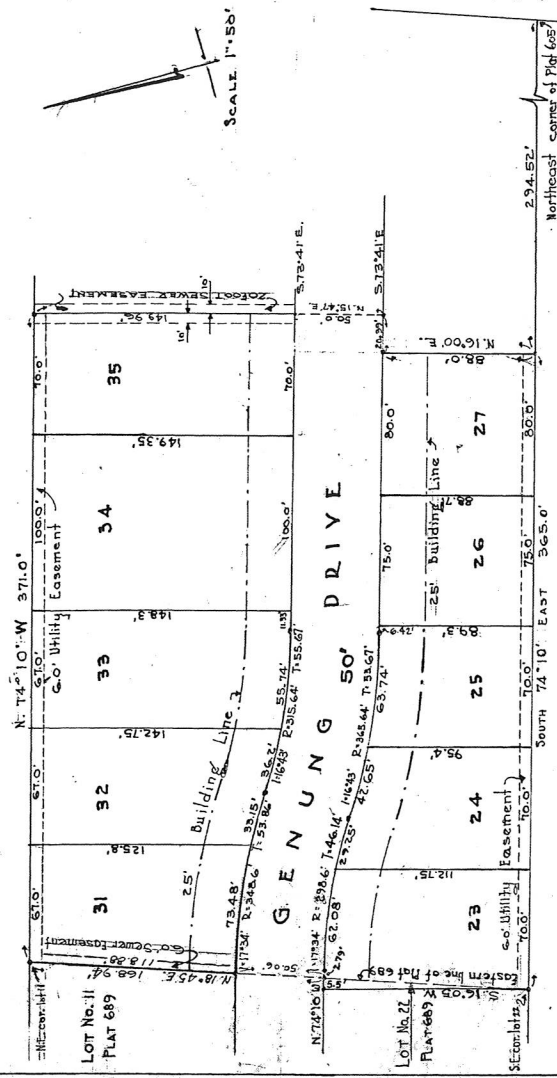
*W. Kenneth Hays*  
W. Kenneth Hays  
Notary Public

My commission expires August 1960

**ADDITION  
GENUNG SUBDIVISION  
PLAT NO. 745**

8968

ROY L. SCOTT



TWIN OAKS PLAT NO. 605

ENTERED FOR TAXATION  
This 17 day of Aug 1960

*Henry Perry*  
HENRY PERRY  
Auditor, FLOYD COUNTY, INDIANA

FILED & RECORDED  
This 17 day of Aug 1960  
10:20 AM

*Robert Shine*  
ROBERT SHINE  
Recorder, FLOYD COUNTY, INDIANA

APPROVED This day of August 1960

*J. J. Beadmond*  
J. J. BEADMOND  
Pres.

*W. J. Jackson*  
W. J. JACKMAN  
Attest;

*H. L. Rogers*  
H. L. ROGERS  
Attest;

Board of Public Works & Safety  
NEW ALBANY, INDIANA  
Planning & Zoning Commission  
NEW ALBANY, INDIANA

# 1728 Genung Drive, New Albany, Indiana 47150



**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®**

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**PROPERTY ADDRESS: 1728 Genung Dr, New Albany, IN 47150**

**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.)**

**1728 Genung Dr, New Albany, IN 47150**  
(Property Address)

47 **CERTIFICATION OF ACCURACY**

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

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

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57 Carson Duke Per Rep 8/17/21  
58 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

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61 PRINTED PRINTED

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64 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

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67 PRINTED PRINTED

68  
69 [Signature] 8-17-2021  
70 LISTING BROKER DATE SELLING BROKER DATE



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1728 Genung Dr, New Albany, IN 47150  
(Property Address)