

# BID PACKET

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Marietta Branham

# COTTAGE STYLE RANCH ONLINE AUCTION



**790 HEUSER STREET NE  
PALMYRA, IN 47164**



ONLINE BIDDING ENDS  
**THURSDAY, JANUARY 28 @ 2PM**

**HARRITT  
GROUP INC.**

**HARRITGROUP.COM**

AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345



## **REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS**

**790 Heuser Street NE, Palmyra, Indiana 47164**

**Bidding Ends Thursday, January 28, 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 hammer bid price to determine the final purchase price. Example: Hammer Bid Price \$100,000 plus a 10% buyer's premium equals a 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 is due within 24 hours following the auction with the signing of a legally binding purchase agreement. 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 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 March 9, 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 per courthouse records. 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 located 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 *Thursday, January 21 - Thursday, January 28, 2021*.

**AGENCY**

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

**SELLER**

Marietta Branham  
Rusty Stafford, Power of Attorney

## Client Detail

**790 Heuser Street NE, Palmyra, IN 47164**

Listing #: **202105214**

Total Finished Sqft: **1,008**

Above Grade Finished SqFt: **1,008**

**\$0**

Active (01/12/21)



Prop Type:	<b>Residential/Farm</b>	SubType:	<b>Residential</b>
County:	<b>Harrison</b>	Township:	<b>Morgan</b>
Subdivision:	<b>No</b>	School Dst:	<b>North Harrison</b>
Subdiv Nm:		Parcel#:	<b>310330226007000014</b>
Beds:	<b>2</b>	Lot Sz:	<b>0.21 / 9,148</b>
Baths:	<b>1 (1 0)</b>	Lot Size Src:	<b>Assessor</b>
Abv Grd SF:	<b>1,008</b>	Lot Dim:	<b>72' x 127'</b>
Tot Fin SF:	<b>1,008</b>	Year Built:	<b>1960</b>
New Const:	<b>No</b>	Annual Tax:	<b>0</b>
Home Warranty:	<b>No</b>	Tax Year:	<b>2019/2020</b>
Land Assess:	<b>9,000</b>	DOM:	<b>0</b>
Improvements:	<b>65,800</b>	HOA \$:	<b>/ None</b>
Total Assess:	<b>74,800</b>		

Directions: **I-64 West to Exit #119 Greenville Hwy. 150. West 15 miles to left on IN-135. South 3/10 mile to left on Heuser St. NE to auction on left. Or from I-64 Corydon Exit #105 travel north on IN-135N for 12 miles to right on Heuser St. to auction on left.**

Legal: **HEUSER ADDITION INLOT #10**

Tot Deductions:	<b>\$67,428</b>	<u>Deduction Type</u>	<u>Comment</u>	
		Supplemental Homestd	\$9,828	E
		Homestead Standard	\$42,120	C

### Remarks

**Cottage-Style Ranch Online Auction - Bidding Ends Thursday, January 28 @ 2PM. A two bedroom home with full unfinished basement located in the heart of Palmyra just south of US Hwy. 150 off IN-135 in Harrison County. Home in need of renovation, perfect for either the investor or the homeowner, features hardwood floors, eat-in equipped kitchen, equipped laundry and freestanding shower unit in the basement. The home has natural gas heat and public sewers and sits on a 72' x 127' lot in a small neighborhood with easy commute to schools and state highways. Centrally located 7 miles west of Greenville, 12 miles north of Corydon and 15 miles south of Salem. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS 10% Non-refundable down payment due within 24 hours following auction, balance due in 40 days. Taxes prorated to the day of closing. Possession at closing. Selling as is without contingencies, all inspections welcomed prior to auction. See full details in the Auction Bid Packet. OPEN Tuesday, January 26, 11AM - 1PM**

### Amenities

Type:	<b>1 Story</b>	Foundation:	<b>Concrete Block, Poured Concrete</b>
Zoning:	<b>Residential</b>	Basement:	<b>Yes</b>
Construction:	<b>Existing</b>	Basement Type:	<b>Full, Unfinished</b>
Outbuildings:		Laundry:	<b>Yes</b>
# Fireplaces:	Fireplace:	Laundry Location:	<b>Basement</b>
Roof Type:	<b>Shingle</b>	Laundry Type:	<b>Other</b>
Appliances:	<b>Clothes Dryer, Clothes Washer, Oven Self Clean, Range / Oven, Refrigerator</b>	Road Frontage:	<b>72'</b>
Exterior Type:	<b>Vinyl Siding</b>		
Exterior Feat:	<b>Deck, Ramp</b>		
Interior Feat:	<b>Eat-in Kitchen, Pantry</b>		
Road Type:	<b>Paved</b>		

### Measurements

Above Grade Finished:	<b>1,008.0</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>1,008</b>
Below Grade Unfinish:	<b>1,008.0</b>		

### Room Sizes & Levels

Total Rooms: **4**      Garage: **N**      Garage Size:      Garage Type: **None**      Garage Spaces:

Type	Dimension	Level	Flooring	Description
Living Room	20 x 12	1st Floor	Wood	
Kitchen	15 x 10	1st Floor	Vinyl	
Bedroom	12 x 12	1st Floor	Wood	
Bedroom	12 x 10	1st Floor	Wood	
Bathroom Full	11 x 6.6	1st Floor	Vinyl	

### Utilities

Water Heater:	<b>Natural Gas</b>	Heat Type:	<b>Forced Air</b>
Water Type:	<b>Public Onsite</b>	Cooling Type:	<b>None</b>
Natural Water:		Fuel Type:	<b>Nat Gas</b>
Sewer Type:	<b>Sanitary Onsite</b>		

## General Information

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

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

All information deemed reliable but not guaranteed.

31-03-30-226-007.000-014

General Information

Parcel Number  
31-03-30-226-007.000-014  
Local Parcel Number  
0230037300

Tax ID:

Routing Number

Property Class 510  
1 Family Dwell - Platted Lot

Year: 2021

Location Information

County Harrison  
Township MORGAN TOWNSHIP  
District 014 (Local 023)  
PALMYRA TOWN  
School Corp 3180  
NORTH HARRISON COMMUNITY  
Neighborhood 3114502-014  
Palmyra Town - Res

Section/Plat

30.11

Location Address (1)  
790 HEUSER ST NE  
PALMYRA, IN 47164

Zoning

Subdivision

Lot

Market Model

N/A

Characteristics

Topography Flood Hazard   
Public Utilities ERA   
Streets or Roads TIF   
Neighborhood Life Cycle Stage   
Other

Printed Tuesday, November 24, 2020

Review Group

BRANHAM, MARIETTA

Ownership

BRANHAM, MARIETTA  
790 HEUSER ST NE  
PALMYRA, IN 47164

Legal

HEUSER ADDITION INLOT #10

790 HEUSER ST NE

Transfer of Ownership

Date Owner  
09/04/1990 BRANHAM, MARIETT  
01/01/1900 FROM:BOOTH,NINA L

510, 1 Family Dwell - Platted Lot

Doc ID Code Book/Page Adj Sale Price VII

0 WD / \$0  
WD / \$0

Palmyra Town - Res/311450 1/2

Notes

9/26/2016 3RD: ADDED HEAT BACK ON DWELLING FOR 17 PAY 18 PER RA  
3/27/2012 M: REMOVED SHED 2012 PAY 2013  
9/25/2006 ChID: Previous parcel\_id: 01049301100505  
9/25/2006 MEM: TO BRANHAM, MARIETTA HOUSE GO HERE IT WAS MOVED FROM 0230002000 TO 0230037300  
NOTE: R/A ADDED UTIL SHED,CHANGED SIZE WD DK FOR:301/02



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

Assessment Year	2021	2020	2019	2018	2017	2016
Reason For Change	WIP	AA	AA	AA	AA	AA
As Of Date	07/21/2020	03/27/2020	03/19/2019	03/23/2018	03/24/2017	05/20/2016
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required						
Land	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Land Res (1)	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0
Improvement	\$65,800	\$65,800	\$61,200	\$65,500	\$54,800	\$51,800
Imp Res (1)	\$65,800	\$65,800	\$61,200	\$65,500	\$54,800	\$51,800
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$74,800	\$74,800	\$70,200	\$65,500	\$63,800	\$60,800
Total Res (1)	\$74,800	\$74,800	\$70,200	\$65,500	\$63,800	\$60,800
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 120', Cl 120' Base Lot: Res 0' X 0', Cl 0' X 0')

Land Pricing Method ID	Act Front.	Size Factor	Rate	Adj. Rate	Ext. Value	Infli. %	Elig %	Res Market Factor	Value
9 OV	0	1	\$9,000	\$9,000	\$9,000	0%	100%	1.0000	\$9,000

Land Computations

Calculated Acreage 0.00  
Actual Frontage 0  
Developer Discount   
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 / Classified Value \$0  
Homesite(s) Value \$9,000  
91/92 Value \$0  
Supp. Page Land Value \$0  
CAP 1 Value \$9,000  
CAP 2 Value \$0  
CAP 3 Value \$0  
Total Value \$9,000

Appraiser

Collector

Data Source N/A

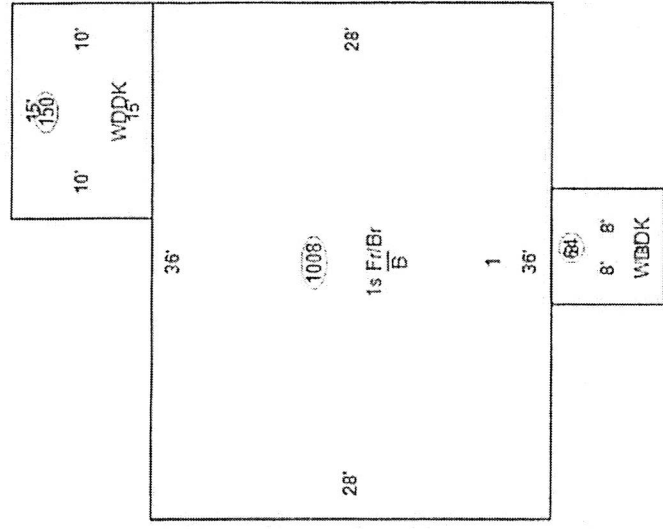
General Information		Plumbing	
Occupancy	Single-Family	#	TF
Description	Single-Family R 01	Full Bath	1 3
Story Height	1	Half Bath	0 0
Style	N/A	Kitchen Sinks	1 1
Finished Area	1008 sqft	Water Heaters	1 1
Make		Add Fixtures	0 0
		Total	3 5

Floor Finish		Accommodations	
<input type="checkbox"/> Earth	<input type="checkbox"/> Tile	Bedrooms	2
<input checked="" type="checkbox"/> Slab	<input checked="" type="checkbox"/> Carpet	Living Rooms	0
<input checked="" type="checkbox"/> Sub & Joint	<input type="checkbox"/> Unfinished	Dining Rooms	0
<input type="checkbox"/> Wood	<input type="checkbox"/> Other	Family Rooms	0
<input type="checkbox"/> Parquet		Total Rooms	4

Wall Finish		Heat Type	
<input checked="" type="checkbox"/> Plaster/Drywall	<input type="checkbox"/> Unfinished		
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other		
<input type="checkbox"/> Fiberboard			

Roofing	
<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal
<input type="checkbox"/> Wood Shingle	<input checked="" type="checkbox"/> Asphalt
	<input type="checkbox"/> Slate
	<input type="checkbox"/> Tile

Exterior Features	
Description	Area
Wood Deck	64
Wood Deck	150
Wood Deck	Value
	\$1,700
	\$2,700



Cost Ladder		Value	
Floor Constr	1008	1008	\$77,700
1	93		
2			
3			
4			
1/4			
1/2			
3/4			
Attic			
Bsmt	1008	0	\$24,000
Crawl			
Slab			

Adjustments		Total Base	
Unfin Int (-)	1 Row Type Adj. x 1.00	\$101,700	\$101,700
Ex Liv Units (+)		\$0	\$0
Rec Room (+)	2:1008	\$7,200	\$7,200
Loft (+)		\$0	\$0
Fireplace (+)		\$0	\$0
No Heating (-)		\$0	\$0
A/C (+)		\$0	\$0
No Elec (-)		\$0	\$0
Plumbing (+/-)	5 - 5 = 0 x \$0	\$0	\$0
Spec Plumb (+)		\$0	\$0
Elevator (+)		\$0	\$0

Description	Count	Value
Specialty Plumbing		

Sub-Total, One Unit		Sub-Total, 1 Units	
Exterior Features (+)	\$4,400	\$113,300	\$113,300
Garages (+) 0 sqft	\$0	\$113,300	\$113,300
Quality and Design Factor (Grade)	0.80		
Location Multiplier	0.91		
Replacement Cost	\$82,482		

Summary of Improvements																	
Description	Res Eligibl	Year	Eff Year	Eff Age	Eff Co	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbhd	Mrkt	Improv Value	
1: Single-Family R 01	100%	1960	1960	61	A	61 A	0.91		2,016 sqft	\$82,482	47%	\$45,370	0%	100%	1,4500	1,0000	\$65,800
Total all pages																	
Total this page																	
\$65,800																	





**SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE**  
 State Form 46234 (R6/6-14)

Date (month, day, year) 11/9/20

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) 795 Heuser St N.E. Palmyra

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				
Freezer	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					
								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. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	X				Attic Fan	X				
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	X				
60/100/200 Amp Service (Circle one)			X		Propane Tank	X				
Generator	X				Other Heating Source	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 <u>William Stafford</u>	Date (mm/dd/yy) <u>11/9/20</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <u>POA</u>	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)

790 Heuse ST N.E. Palmyra

2. ROOF	YES	NO	DO NOT KNOW
Age, if known Years.			X
Does the roof leak?		X	
Is there present damage to the roof?			X
Is there more than one layer of shingles on the house?			X
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?			X
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?			X
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			X
Explain:			
<b>E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:</b> (Use additional pages, if necessary)			
<p>Selling as is at auction by P.O.A.</p>			

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

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>William Stafford</i>	Date (mm/dd/yy) <i>11/9/20</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller <i>POA</i>	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
<b>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.</b>			
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: 790 Heuser St NE, Palmyra, IN 47164

**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.)**

790 Heuser St NE, Palmyra, IN 47164  
(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.

56 Mary Brancham 1/9  
57  
58 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

59  
60  
61 PRINTED PRINTED  
62 William Stafford 1/9  
63  
64 SELLER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

65  
66  
67 PRINTED PRINTED  
68 [Signature] 1-16-2021  
69 LISTING BROKER DATE SELLING BROKER DATE  
70

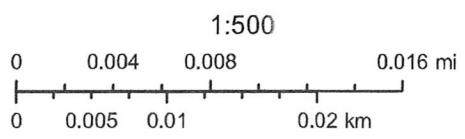


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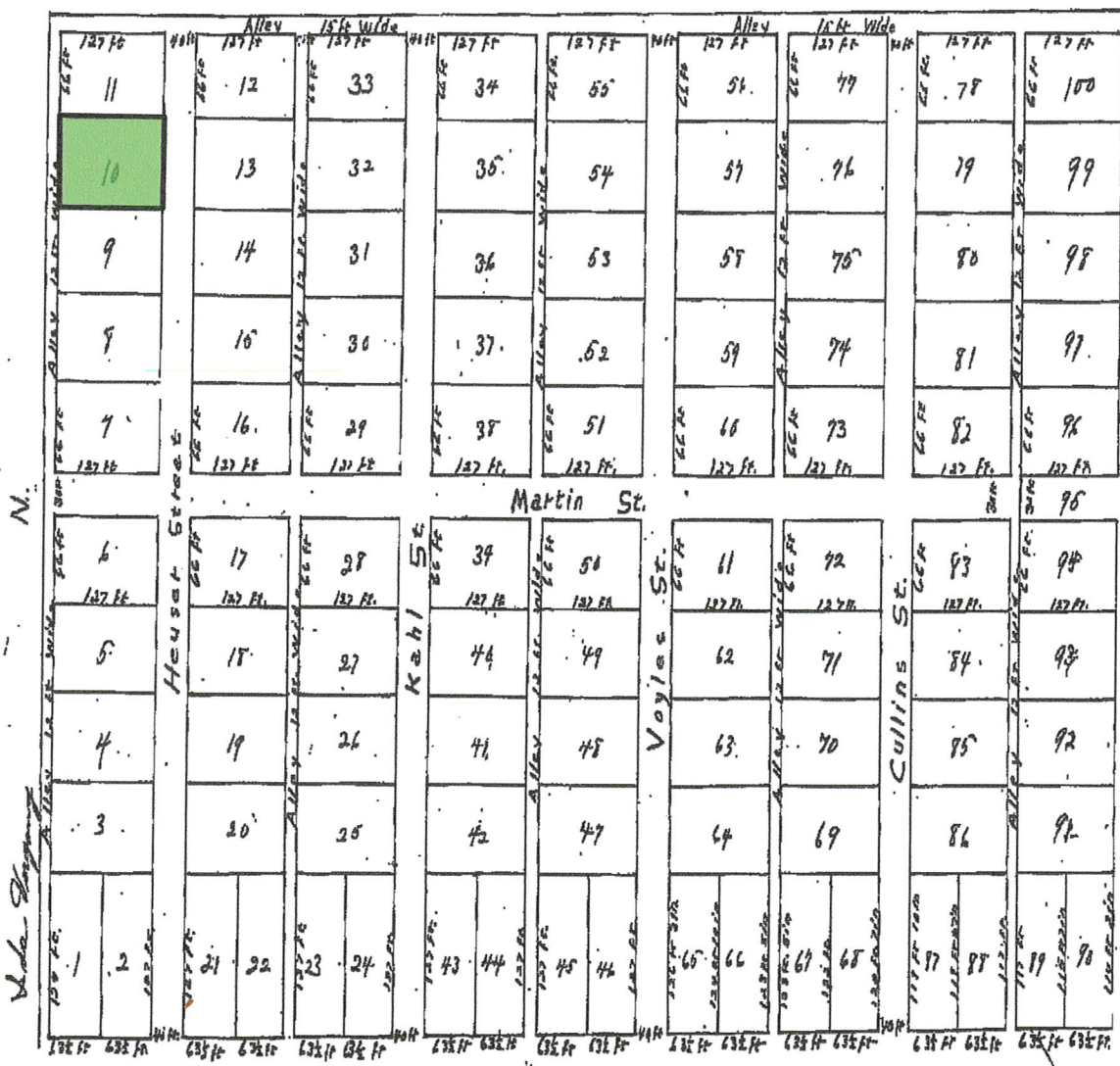
(Property Address)

790 Heuser Street NE, Palmyra, IN 47164



# HEUSER ADDITION TO TOWN OF PALMYRA

E



*W. H. Duggins*

Scale 80 ft to 1 inch

### ADDITION TO TOWN OF PALMYRA

Plat of Heuser's Addition to the town of Palmyra, Harrison County, Indiana

A part of the north east quarter of section 50, Township 1 South and Range 4 East, beginning 35 rods west of the north east corner of said section 30, thence West 766 feet, thence south 761 feet, thence a little East of South 618 feet to south west corner of lot No 80 in this "Plat" thence east 765 feet 3 in to a point 1285 ft. south of place of beginning, thence North 1263 feet to place of beginning acres more or less:

Witness the hands and seals of the owners of said plat dedicating the streets and alleys to the public

Geo P. Heuser  
Catherine A. Heuser

State of Indiana, County of Harrison SS:

Before me, Samuel H. Voyles a Notary Public, in and for said County and State, personally came Geo P. Heuser and Catherine Heuser, this 30<sup>th</sup> day of March 1928, and acknowledged the execution of the annexed plat

Witness my hand and Notarial Seal  
(18)

Samuel H. Voyles  
Notary Public

My Commission expires Sept. 25, 1935

Harrison County, Ind.,

Made from field notes taken Mar 30, 1928

Fredman W. Osborn, Surveyor.

Received for record this 18 day of April 1928 at 3 o'clock P.M. and recorded in Plat Book No 1, Page 67 # 4169

Ray Duggins R.H.C.

Duly entered for taxation April 28th 1928

Sam C. Mueck A.H.C.

Fees \$5.00, Paid.

State of Indiana, Harrison County, SS:

Willard Stonov, Recorder of Harrison County, Indiana, hereby certify that the above is a true, true and complete copy of Heuser's Addition to the Town of Palmyra, Indiana, as appears from Old Plat Book No 1, page 67 now in my office

Witness my hand and seal this 5th day of March, 1927

Willard Stonov (SEAL)  
Recorder Harrison County

