



BID PACKET

FOUR BEDROOM BRICK RANCH ONLINE AUCTION

**2719 MOHAWK DRIVE
NEW ALBANY, IN 47150**

ONLINE BIDDING ENDS

WEDNESDAY, OCTOBER 16 @ 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

2719 Mohawk Drive, New Albany, IN 47150

Bidding Ends Wednesday, October 16, 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, November 25, 2024. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is *not* based upon the condition of successfully obtaining financing nor is it subject to a satisfactory appraisal, survey, or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

INSPECTION

Property is being sold "As Is" with no contingencies and no warranties expressed or implied. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. *Square footage measurements are estimated. Buyers can make their own precise measurements, if needed.*

FLOOD DESIGNATION

Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. The buyer shall pay for and be responsible for flood certification if needed. *FEMA records indicate that the property is not in a flood zone.*

EVIDENCE OF TITLE

Seller will provide a merchantable title via a deed. The cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions, or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations.

SURVEY

Property is being sold *without* a survey. All land measurements are per courthouse records.

REAL ESTATE TAXES AND ASSESSMENTS

All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* The buyer may apply for current-year exemptions/credits at or after closing if applicable.

POSSESSION

Seller will give possession of Real Estate at closing.

FEDERAL LEAD-BASED PAINT DISCLOSURE

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. All inspections and assessments for the presence of lead-based paint and/or lead-based paint hazards must be made prior to the auction. The buyer waives the 10-day opportunity to conduct such an assessment and acknowledge receipt of the lead-based paint disclosure form.

AUCTION END TIME

Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto-extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6

PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

MAXIMUM BID

Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference and will indicate the bidder is "Winning". The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of a bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

MALFUNCTION AND LOSS OF SERVICE

The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserves the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. The bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

SOLD WITH SELLER'S RESERVE

Final bid price is subject to the seller's confirmation. When the bidding has met the reserve, a notification will be posted and the auction will become absolute and sell to the highest bidder.

BROKER PARTICIPATION

A commission will be paid to any properly licensed Broker who registers prior to the auction a successful buyer according to the appropriate Broker Participation Agreement and requirements.

PRE-AUCTION SALES

No pre-auction offers. All bidding to be submitted online during the period of *Wednesday, October 2 through Wednesday, October 16, 2024.*

AGENCY

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

SELLER

James R. Holbrook Estate

PERSONAL REPRESENTATIVE

Elisabeth H. Frazier

Client Detail

2719 Mohawk Drive, New Albany, IN 47150

Listing #: **2024011130** Total Finished Sqft: **1,215** Above Grade Finished SqFt: **1,215** **\$0**
Active (09/25/24)



Prop Type:	Residential/Farm	SubType:	Residential
County:	Floyd	Township:	New Albany
Subdivision:	Yes	School Dst:	New Albany-Floyd Cty
Subdiv Nm:	Indian Heights	Parcel#:	0084040048
Beds:	4	Lot Sz:	0.184 / 8,015
Baths:	2 (1 1)	Lot Size Src:	Assessor
Abv Grd SF:	1,215	Lot Dim:	
Tot Fin SF:	1,215	Year Built:	1965
New Const:	No	Annual Tax:	1,623
Est Completion:		Tax Year:	2023/2024
Home Warranty:		DOM:	0
Land Assess:	19,400	HOA \$:	/
Improvements:	134,400		
Total Assess:	153,800		
Directions:	I-265 to Grant Line Road Exit. South 1.3 miles to right on Navajo Drive to right on Mohawk Drive to auction on left. Or from Daisy Lane take Schell Lane at the Round-About to right on Cherokee Drive to Navajo Drive to Mohawk Drive.		

Legal: **Plat 769 Lot 90 Indian Heights UNIT 11**
 Tot Deductions: **\$90,320** Deduction Type Comment
 Supplemental Homestd 42,320

Remarks

FOUR BEDROOM BRICK RANCH ONLINE AUCTION - BIDDING ENDS WEDNESDAY, OCTOBER 16 @ 2PM. Selling online at auction an updated 4 bedroom - 1.5 bath one-level brick ranch with attached garage on a spacious lot in an established neighborhood with wide, welcoming streets. Centrally located in New Albany with easy access to downtown off Schell Lane or just minutes to I-265 off Grant Line Road near Community Park, shopping and expressways. Features equipped kitchen and laundry mudroom, replacement windows, fresh interior paint, recently installed LVP flooring throughout with tiled floors in kitchen, laundry & baths, granite counters in kitchen, water heater replaced July 2024, covered front porch, outdoor storage closet, painted wood deck with slatted balusters overlooking a shaded fenced backyard. A must see - ready to move into! **BUYERS PREMIUM 10% Buyer's Premium** added to the hammer bid price to determine the final purchase price. **REAL ESTATE TERMS** A non-refundable down payment (10% of the purchase price) in the form of cash, check, or wired funds in USD are due within 24 hours following the auction, balance due in 40 days. Buyer to receive clear title. Taxes prorated to the day of closing. Selling as is without contingencies, all inspections welcomed prior to auction. If you choose to obtain financing, not subject to approval or appraisal. All closing costs are the buyer's expense. Possession at closing. See full details in the Auction Bid Packet.

Amenities

Type:	1 Story	Foundation:	Crawl Space
Zoning:	Residential	Basement:	No
Construction:	Existing	Laundry:	Yes
Outbuildings:		Laundry Type:	Laundry Room
# Fireplaces:	Fireplace:	Road Frontage:	90
Roof Type:	Shingle		
Appliances:	Clothes Dryer, Clothes Washer, Dishwasher, Disposal, Garage Door Opener, Microwave, Range / Oven, Refrigerator		
Exterior Type:	Brick Over Frame		
Exterior Feat:	Covered Porch, Deck, Fenced Yard, Solid Surface Drive, Vinyl Siding		
Interior Feat:	1st Floor Master, 1st Floor Utility, Bath 1/2 Master, Built-in Bookcase, Eat-in Kitchen, Utility/Mud Room		
Road Type:	Paved		

Measurements

Above Grade Finished:	1,215.0	Nonconform Finished:	0.0
Above Grade Unfinish:	0.0	Nonconform Unfinish:	0.0
Below Grade Finished:	0.0	TFLS:	1,215
Below Grade Unfinish:	0.0		

Room Sizes & Levels

Total Rooms: **7** Garage: **Y** Garage Size: **27 x 14** Garage Type: **Attached, Front Entry** Garage Spaces: **1**

Type	Dimension	Level	Flooring	Description
Living Room	15.5 x 12	1st Floor	Luxury Vinyl Plank	
Kitchen	18 x 9.6	1st Floor	Tile	
Other	8.4 x 5.2	1st Floor	Tile	Laundry Mudroom
Main Bedroom	11.5 x 11.7	1st Floor	Luxury Vinyl Plank	
Bathroom Half	4.9 x 4	1st Floor	Tile	Off Main Bedroom
Bedroom	11 x 9.10	1st Floor	Luxury Vinyl Plank	
Bedroom	10 x 8.9	1st Floor	Luxury Vinyl Plank	
Bedroom	10 x 10	1st Floor	Luxury Vinyl Plank	Built in Bookshelf, Sliding Barn Door Closet

Bathroom Full 7.2 x 5 1st Floor Tile

Utilities

Water Heater: **Natural Gas**
Water Type: **Public Onsite**
Natural Water:
Sewer Type: **Sewer**

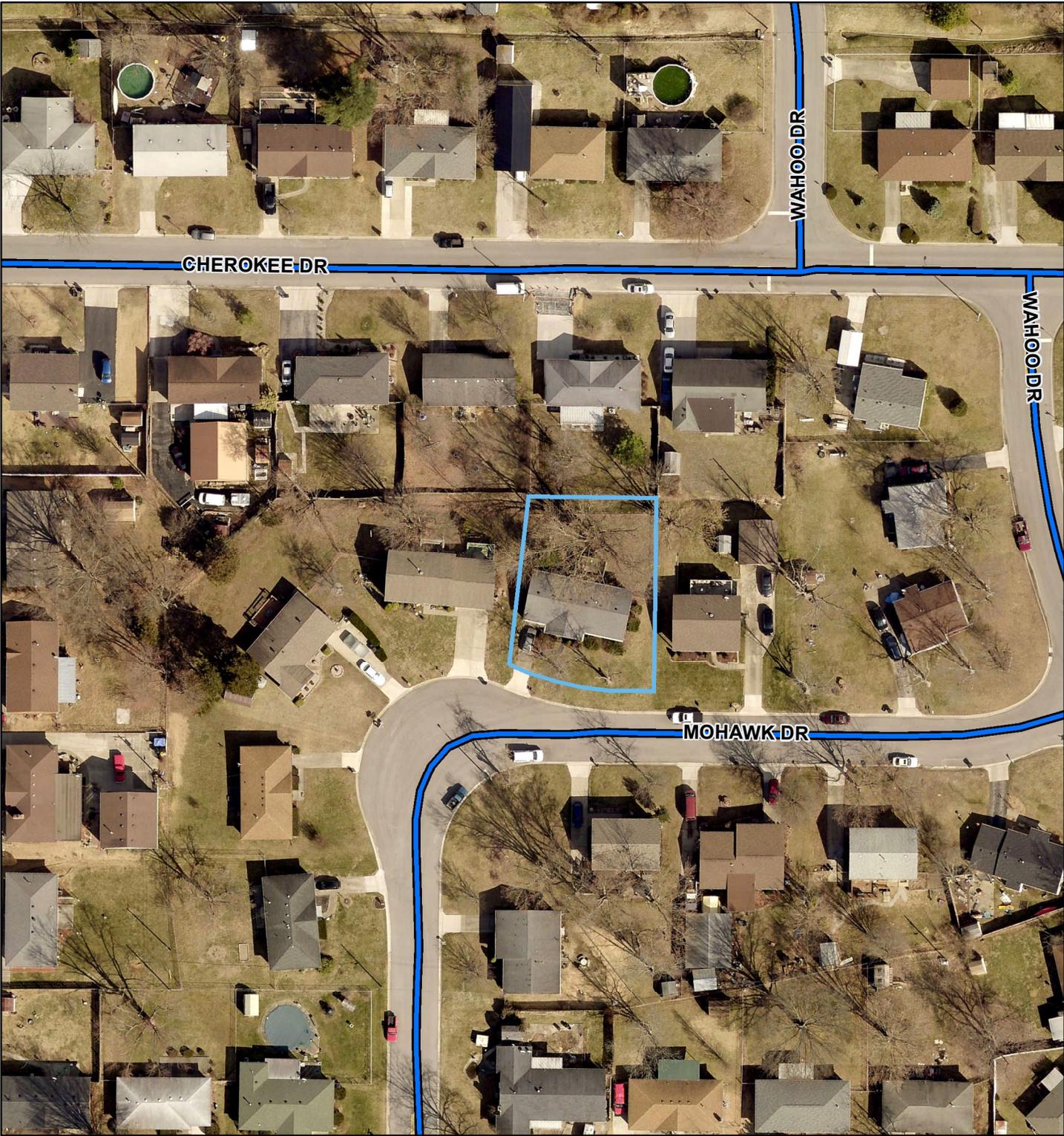
Heat Type: **Forced Air**
Cooling Type: **Central Air**
Fuel Type: **Nat Gas**

General Information

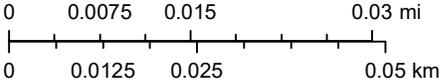
Possession: **At Closing**
Flood: **No**

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

All information deemed reliable but not guaranteed.



1:1,000



INDIAN HEIGHTS UNIT II PLAT NO. 769

769

DAISY LANE DEVELOPMENT CO., INC.
NEW ALBANY, IND.

ENGINEER'S CERTIFICATE

I, Joseph W. Jacobi, a Professional Engineer, duly licensed by the State of Indiana, do hereby certify that the plat was drawn by me, as the result of a physical course and distance run and that the same is correct to the best of my knowledge and belief. Witness my hand and seal this 24th day of April, 1962.



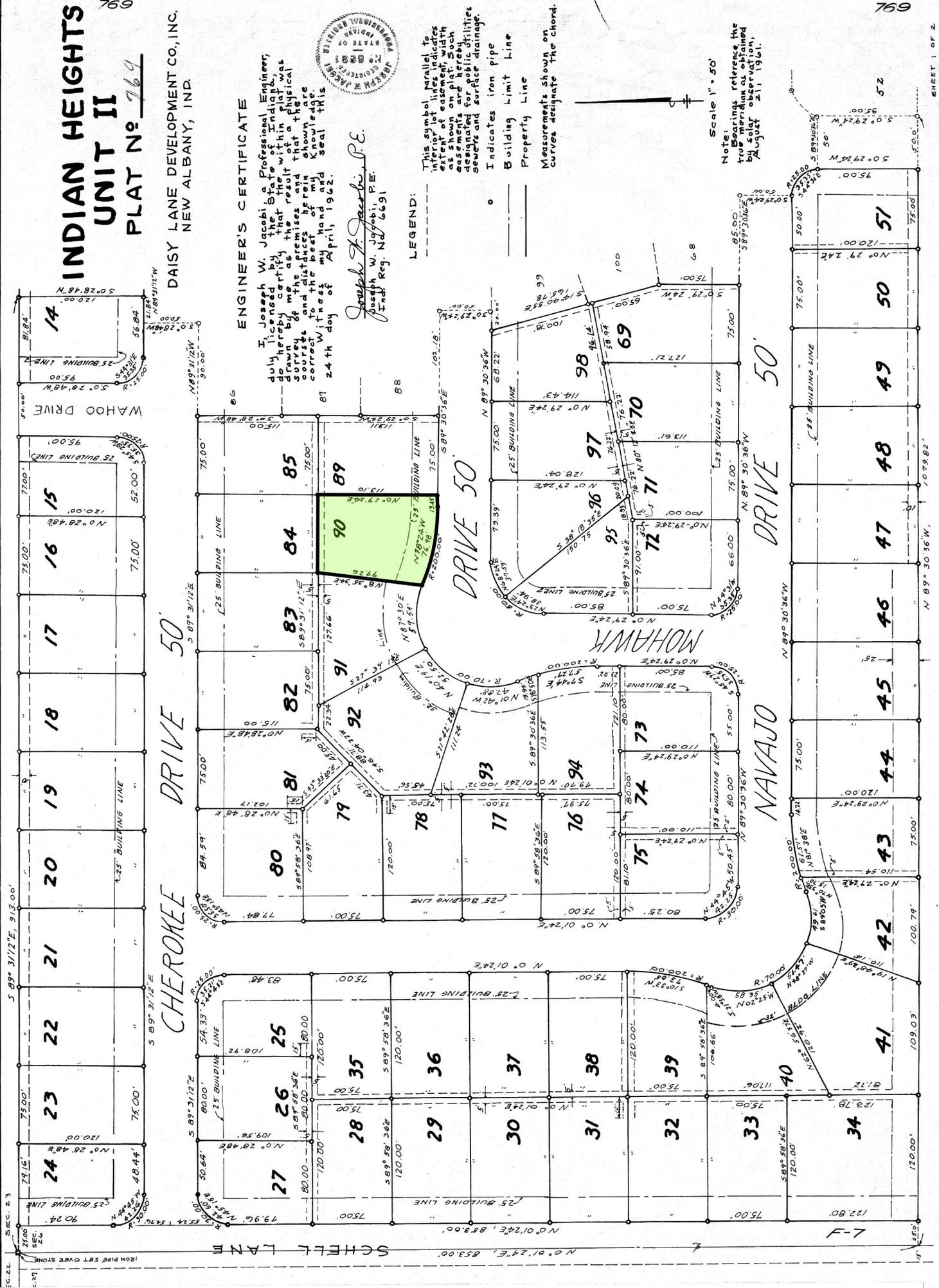
Joseph W. Jacobi, P.E.
Joseph W. Jacobi, P.E.
Ind. Reg. No. 11171

LEGEND:

- This symbol parallel to interior lot lines indicates extent of easement with as shown on plat. Such easements are for public utilities, sewers and surface drainage.
- Indicates iron pipe
- Building limit line
- Property line
- Measurements shown on curves designate the chord.

Scale 1" = 50'

Note: Bearings reference the true meridian as obtained by solar observation, August 21, 1961.



769

SHEET 1 OF 2

INDIAN HEIGHTS UNIT II PLAT NO 769

PROTECTIVE COVENANTS

1. All lots in this plat shall be known and described as residential lots.
2. Only one residential dwelling unit shall be permitted upon each lot.
3. No structure shall be erected, altered, placed or permitted to be erected on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
4. 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 five feet to the division line between lots nor on any easements on the rear of any lot of this plat, whose ground floor shall be permanent structure exclusive of one-story porches and garages, is less than 960 square feet, except two stories, one and one half stories, split levels and raised ranches which may have 768 square feet on the ground floor.
5. No trailer, basement, tent, shack, barn or other outbuilding erected on any lot shall be used as a permanent residence, temporarily or otherwise, nor used as a residence.
6. No fence or wall shall be erected on any lot or lots between the front lot line and the rear of the residence, nor shall any fence or wall be located on any other part of the lots of this plat higher than four feet.
7. No noxious or offensive trade, business or activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.
8. The covenants, conditions and restrictions herein contained shall run with all of the lots or parts of lots of this plat, and shall be binding on all owners of any lot, their heirs, executors, administrators, and assigns, and all persons claiming under them for a period of which time said covenants shall automatically extend for successive periods of ten 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.
9. Enforcement shall be by proceeding at law or in equity against any persons violating or attempting to violate any covenant, either by rescuing or otherwise, and these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
10. No animals shall be kept on any lot in this plat except commonly accepted domestic pets.
11. No business or commercial activity of any kind shall be carried out on any lot or parts of lots in this plat.

BOUNDARY DESCRIPTION OF INDIAN HEIGHTS, UNIT II

A part of fractional Section 25, Township 2 South, Range 6 East, in the County of New Albany, Floyd County, Indiana, and bounded as follows:

Beginning at an iron pipe set over a stone in the center of Soneil Lane, marking the northwest corner of said Section 25, running thence South 89 deg. 31 min. 12 sec. East, 915.00 feet to the northeast corner of Lot No. 17, Indian Heights Unit I, Plat No. 769, thence along the westerly line of said Indian Heights Unit I, the following courses:

South 0 deg. 58 min. 48 sec. West, 180.00 feet;
 South 89 deg. 31 min. 12 sec. East, 21.44 feet;
 South 0 deg. 28 min. 43 sec. West, 50.00 feet;
 North 89 deg. 31 min. 12 sec. East, 90.00 feet;
 South 0 deg. 28 min. 43 sec. West, 119.00 feet;
 South 89 deg. 30 min. 24 sec. West, 113.11 feet;
 South 0 deg. 28 min. 43 sec. East, 108.16 feet;
 South 89 deg. 30 min. 24 sec. West, 80.00 feet;
 South 0 deg. 28 min. 43 sec. East, 154.78 feet;
 South 0 deg. 28 min. 43 sec. West, 75.00 feet;
 South 89 deg. 30 min. 24 sec. East, 85.00 feet;
 South 0 deg. 28 min. 43 sec. West, 60.00 feet;
 thence with a curve to the right of radius 85.00 feet, whose chord bears South 44 deg. 31 min. 00 sec. East, 35.55 feet;
 thence South 0 deg. 28 min. 43 sec. West, 80.00 feet;
 thence South 0 deg. 28 min. 43 sec. East, 91.00 feet to the south west corner of Lot No. 28 of said Plat No. 769;

Thence leaving said Plat No. 769, North 89 deg. 30 min. 36 sec. East, 1079.88 feet to the line dividing Sections 26 and 27, thence North 89 deg. 30 min. 36 sec. East, 61.00 feet to the line of beginning and containing 17.741 acres of land. The bearings used in this description reference the true meridian as obtained by solar observation.

CERTIFICATE OF DEVELOPER AND DEDICATION

The undersigned Daisy Lane Development, Inc., an Indiana corporation with its principal offices in the City of New Albany, Indiana, does hereby dedicate to the public use the certain lands hereinafter described and sets apart thereon this plat. The streets, utility and drainage easements as shown on said plat are hereby dedicated to the public use for such purposes and the within written protective covenants are hereby imposed on each and every lot of said plat and declared to be covenants running with said land.

In witness whereof, the said Daisy Lane Development, Inc. has caused this plat to be made and this certificate to be executed on its behalf by Cora A. Jacobs, its president, its corporate seal affixed hereto and attested by Jack B. Jacobs, its secretary, this 12th day of June, 1963.

Daisy Lane Development, Inc.

By: Cora A. Jacobs
Cora A. Jacobs, President

Attest: Jack B. Jacobs
Jack B. Jacobs, Secretary

State of Indiana)
County of Floyd)

Before me the undersigned, a notary public within and for the above County and State of Indiana, do hereby certify that Cora A. Jacobs, Jack B. Jacobs, president and secretary respectively of Daisy Lane Development, Inc., and as such officers, and for an on behalf of said corporation, acknowledged the execution of the above certificate. Witness my hand and notarial seal this 12th day of June, 1963.

My commission expires: September 26, 1964

Frances B. Conner - Emma Kirby
Notary Public

Approval of Board of Public Works and Safety, New Albany, Ind.
Examined and approved this 12th day of August, 1963.

City Controller: F. J. Beauvoir

City Attorney: Robert D. Ventell
Chester S. Westfall

City Engineer: A. E. Graybrook

Examined and approved this 12th day of August, 1963.

President: M. J. Johnson
W. A. Jackson

Attest: H. L. Rogers
H. L. Rogers, Secretary

DULY ENTERED FOR TAXATION

this 14th day of August, 1963.
Joseph F. Wagner
Recorder, Floyd Co.

FILED AND RECORDED

this 18th day of August, 1963,
at 11:45 A. M.

Joseph F. Wagner
Recorder, Floyd Co.

22-05-02-600-372.000-008

General Information

Parcel Number 22-05-02-600-372.000-008
Local Parcel Number 0084040048
Tax ID:

Routing Number 05-02-6SA-170
Property Class 510
1 Family Dwell - Platted Lot

Year: 2024

Location Information

County Floyd
Township NEW ALBANY TOWNSHIP
District 008 (Local 008)
NEW ALBANY CITY
School Corp 2400
NEW ALBANY-FLOYD COUNTY C
Neighborhood 5026101-008
Indian Height S/D
Section/Plat

Location Address (1) 2719 MOHAWK DR
NEW ALBANY, IN 47150

Zoning

Subdivision
Market Model 5026101-008 - Residential

- Characteristics: Topography, Flood Hazard, Level, Rolling, Public Utilities, ERA, All, Streets or Roads, Paved, Neighborhood Life Cycle Stage

Monday, May 13, 2024
Printed
Review Group 2026

Holbrook, James R.

Ownership

Holbrook, James R.
2719 Mohawk Dr
NEW ALBANY, IN 47150

Legal

P 769 L 90 UNIT 11

2719 MOHAWK DR

Transfer of Ownership

Date 06/24/2015
Owner Holbrook, James R.
08/29/1988 Holbrook, Shirley B.
01/01/1900 HEITZ, DAVID P.

510, 1 Family Dwell - Platted Lot



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

Table with columns: Assessment Year, Reason For Change, As Of Date, Valuation Method, Equalization Factor, Notice Required, Land, Land Res (1), Land Non Res (2), Land Non Res (3), Improvement, Imp Res (1), Imp Non Res (2), Imp Non Res (3), Total, Total Res (1), Total Non Res (2), Total Non Res (3). Includes pricing method and land data.

Indian Height S/D

Notes

4/21/2021 2204: BF FIELD REVIEW & DATA COLLECTION
9/6/2017 1804: SKETCH CHANGES
9/6/2017 #: SKETCH CHANGES
7/11/2017 1804: NO CHANGES

Land Computations

Calculated Acreage 0.18
Actual Frontage 75
Developer Discount
Parcel Acreage 0.18
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 0.18
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 \$0
91/92 Value \$0
Supp. Page Land Value \$19,400
CAP 1 Value \$0
CAP 2 Value \$0
CAP 3 Value \$0
Total Value \$19,400

General Information

Occupancy Single-Family
 Description Single-Family R 01
 Story Height 1
 Style 11 Story Conventional
 Finished Area 1215 sqft
 Make

Plumbing

TF
 Full Bath 1 3
 Half Bath 0 0
 Kitchen Sinks 1 1
 Water Heaters 1 1
 Add Fixtures 0 0
 Total 3 5

Floor Finish

Earth Tile
 Slab Carpet
 Sub & Joist Unfinished
 Wood Other
 Parquet

Accommodations

Bedrooms 2
 Living Rooms 1
 Dining Rooms 1
 Family Rooms 0
 Total Rooms 5

Wall Finish

Plaster/Drywall Unfinished
 Paneling Other
 Fiberboard

Heat Type

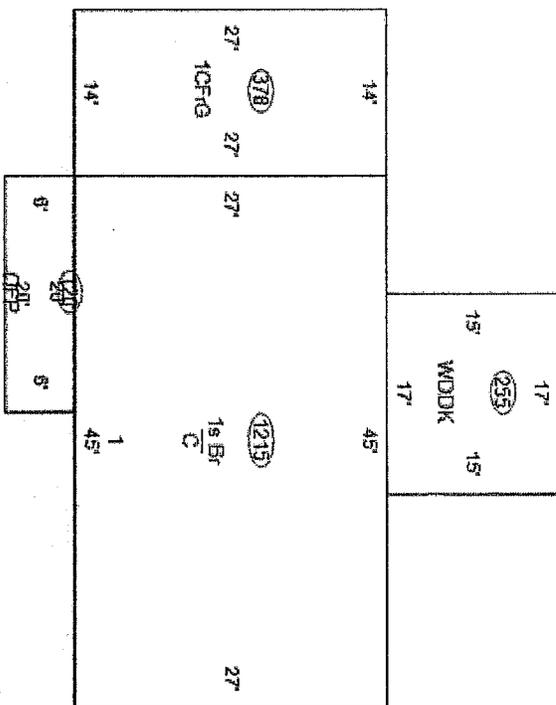
Central Warm Air

Roofing

Built-Up Metal Asphalt Slate Tile
 Wood Shingle Other

Exterior Features

Description Area Value
 Porch, Open Frame 120 \$5,800
 Wood Deck 255 \$4,200



Description	Count	Value
Specialty Plumbing		

Floor Constr	Base	Finish	Value	Totals
1	7	1215	1215	\$100,000

2				
3				
4				
1/4				
1/2				
3/4				
Attic				
Bsmt				
Crawl	1215	0	\$6,500	
Slab				
Adjustments	1 Row Type Adj.	x 1.00		\$106,500
Unfin Int (-)				\$0
Ex Liv Units (+)				\$0
Rec Room (+)				\$0
Loft (+)				\$0
Fireplace (+)				\$0
No Heating (-)				\$0
A/C (+)				\$3,200
No Elec (-)				\$0
Plumbing (+/-)				\$0
Spec Plumb (+)				\$0
Elevator (+)				\$0
Sub-Total, One Unit				\$109,700
Sub-Total, 1 Units				\$119,700
Exterior Features (+)				\$10,000
Garages (+)	378 sqft			\$133,100
Quality and Design Factor (Grade)				1.00
Location Multiplier				0.88
Replacement Cost				\$117,128

Summary of Improvements

Description	Story	Constr	Grade	Year Built	Eff Year	Eff Age	Eff Co	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrd	Mfrt	Cap 1	Cap 2	Cap 3	Improv Value	
1: Single-Family R 01	1	Brick	C	1965	1965	59	A	0.88			1,215 sqft	\$117,128	40%	\$70,280	0%	100%	1.000	1.8	100.00	0.00	0.00	\$127,200



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: 2719 Mohawk Drive, 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.)**

2719 Mohawk Drive, New Albany, IN 47150

(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 _____

Elisabeth Frazier 7-25-24
SELLER'S SIGNATURE _____ DATE _____

Elisabeth A. Frazier Personal Representative
PRINTED _____

SELLER'S SIGNATURE _____ DATE _____

PRINTED _____

Douglas Harritt 7-25-2024
LISTING BROKER _____ DATE _____

Douglas Harritt, Harritt Group, Inc.



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(Property Address)