

BID PACKET

THE RUCKMAN STUDIO 1.8 ACRE LOT & BUILDINGS

ONLINE AUCTION

**3329 CORYDON PIKE
NEW ALBANY, IN 47150**

— ONLINE BIDDING ENDS —

THURSDAY, DECEMBER 4 @ 2PM

BID ONLINE AT [HARRITGROUP.COM](https://www.harrittgroup.com)

**HARRITT
GROUP INC.**
AUCTIONS SINCE 1985





REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

3329 CORYDON PIKE, NEW ALBANY, IN 47150

Bidding Ends Thursday, December 4, 2025

This property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.

BIDDING ONLINE

Proper and complete registration is required. All bidders must provide name, address, phone number, email address, and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

BUYER'S PREMIUM

A 10% buyer's premium will be added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate. *(Example: Hammer Bid Price \$100,000 plus 10% Buyer's Premium equals Contract Purchase Price of \$110,000)*

MANNER OF PAYMENT

A 10% non-refundable down payment of the Contract Purchase Price in the form of cash, check, or wired funds in USD are due within 24 hours following the auction with the signing of a legally binding purchase agreement. *(Example: Hammer Bid Price \$100,000 + 10% Buyer's Premium \$10,000 = Contract Purchase Price \$110,000 with a 10% Down Payment of \$11,000)*. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email, DocuSign or fax to the Harritt Group within 24 hours of the auction.

CLOSING

All auctions are a cash sale and the balance of the purchase price will be due in 40 calendar days, **on or before Tuesday, January 20, 2026**. 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 located in Flood Zone X, an area of Minimal Flood Hazard.*

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 *with a survey* dated 10/28/2025, provided by David J. Ruckman.

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 *Friday, November 14 through Thursday, December 4, 2025*.

AGENCY

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

SELLER

Stone Mountain Indiana, LLC

22-05-00-500-080.000-007

Stone Mountain Indiana, LLC

3329 CORYDON PIKE

499, Other Commercial Structures

Comm Twp Older or Res A 1/2

General Information
Parcel Number
22-05-00-500-080.000-007
Local Parcel Number
0052720083
Tax ID:

Ownership
Stone Mountain Indiana, LLC
4259 Stone Mountain Rd
NEW ALBANY, IN 47150
Legal
W 1/2 SW 1/4 5-3-6 1.82 AC

Transfer of Ownership						
Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
12/14/2018	Stone Mountain Indian	201820162	QC	/		
03/25/2008	Ruckman Properties, L	200803492	WD	/		
04/04/2003	RUCKMAN, DAVID &	200307907	WD	/	\$59,000	
01/01/1900	RUCKMAN, MICHAEL		WD	/		

Notes
4/8/2025 25UP: BF FIELD REVIEW & DATA COLLECTION. REMOVED A LEAN TO 4/8/25
3/18/2021 22Q4: BF FIELD REVIEW & DATA COLLECTION.
7/10/2017 18Q4: NO CHANGES
8/17/2015 16MS: 2016 MISC FORM 130 FILED FOR 16/17, CHANGED VALUE TO \$33,100 BASED ON APPRASIAL FORM 134 TO PTABOA 09/07/2015 BF 08/12/2015

Routing Number
05-00-500-081

Property Class 499
Other Commercial Structures

Year: 2025

Location Information
County
Floyd
Township
NEW ALBANY TOWNSHIP
District 007 (Local 007)
NEW ALBANY TOWNSHIP
School Corp 2400
NEW ALBANY-FLOYD COUNTY C
Neighborhood 5454200-007
Comm Twp Older or Res Area
Section/Plat
5
Location Address (1)
3329 CORYDON PIKE
NEW ALBANY, IN 47150

Valuation Records (Work In Progress values are not certified values and are subject to change)						
2025	Assessment Year	2025	2024	2023	2022	2021
WIP	Reason For Change	AA	AA	AA	AA	AA
04/08/2025	As Of Date	04/07/2025	01/01/2024	01/01/2023	01/01/2022	01/01/2021
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
\$25,200	Land	\$25,200	\$25,200	\$25,200	\$25,200	\$25,200
\$0	Land Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$25,200	Land Non Res (3)	\$25,200	\$25,200	\$25,200	\$25,200	\$25,200
\$9,100	Improvement	\$9,200	\$9,000	\$9,100	\$9,200	\$8,000
\$0	Imp Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$9,100	Imp Non Res (3)	\$9,200	\$9,000	\$9,100	\$9,200	\$8,000
\$34,300	Total	\$34,400	\$34,200	\$34,300	\$34,400	\$33,200
\$0	Total Res (1)	\$0	\$0	\$0	\$0	\$0
\$0	Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
\$34,300	Total Non Res (3)	\$34,400	\$34,200	\$34,300	\$34,400	\$33,200

Land Data (Standard Depth: Res 120', CI 120' Base Lot: Res 0' X 0', CI 0' X 0')														
Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
11	A		0	1.0000	1.00	\$50,000	\$50,000	\$50,000	-57%	1.0000	0.00	0.00	100.00	\$21,500
13	A		0	0.8200	1.00	\$15,000	\$15,000	\$12,300	-70%	1.0000	0.00	0.00	100.00	\$3,690

Zoning

Subdivision

Lot

Market Model
5454200-007 - Commercial

Characteristics
Topography Flood Hazard
Level ☐
Public Utilities ERA
Water, Electricity ☐
Streets or Roads TIF
Paved, Sidewalk ☐
Neighborhood Life Cycle Stage
Static

Printed Tuesday, July 15, 2025

Review Group 2026

Data Source External Only

Collector 04/08/2025 BF

Appraiser 04/08/2025 BF

Land Computations	
Calculated Acreage	1.82
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	1.82
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	1.82
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	
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$25,200
Total Value	\$25,200

SURVEYOR'S REPORT

In accordance with IAC Title 865, Article 1, Chapter 12, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey because of:

- A. Availability and condition of reference monuments.
B. Occupation or possession lines.
C. Clarity or ambiguity of the record description used and of adjoining descriptions and the relationship of the lines of the subject tract with adjoining lines.
D. The relative positional accuracy of the measurements.

This is a retracement survey of DR 201820162, Stone Mountain Indiana LLC of the Floyd County, Indiana records. Survey plot is per the Indiana State Plane Coordinate System, East Zone using Real-Time Kinematic (RTK) GPS observations INDOT BASE. Used LS GPS

The lines and corners shown hereon were established with the aid of the following: Plat 414, and prior surveys by Ruckman, Condra and Blumhaker deeds per sold county records, and found corner monuments as shown hereon.

Held corner pins as found at Possession Corners @ Northwest and Northeast corner of Lot 1 Plat 414 as shown hereon, set mag nails about in line of Corydon Pike and 5/8 rebar at southwest and southeast corners, up 4'.

As a result of this above observations, it is my opinion that the ambiguities in the locations of lines and corners established on this survey are as follows:

- Due to Availability and condition of reference monuments: up to 0.26 feet due to variance in monuments found along north line Plat 414
Due to occupation or possession lines: NONE, NO FENCES
Due to Clarity or ambiguity of the record description used and of adjoining descriptions and the relationship of the lines of the subject tract with adjoining lines: none.
Due to random errors in measurement: the relative positional accuracy of the corners of the subject tract established this survey is within the specifications for an RMAA Survey (0.26 feet plus 100 parts per million).

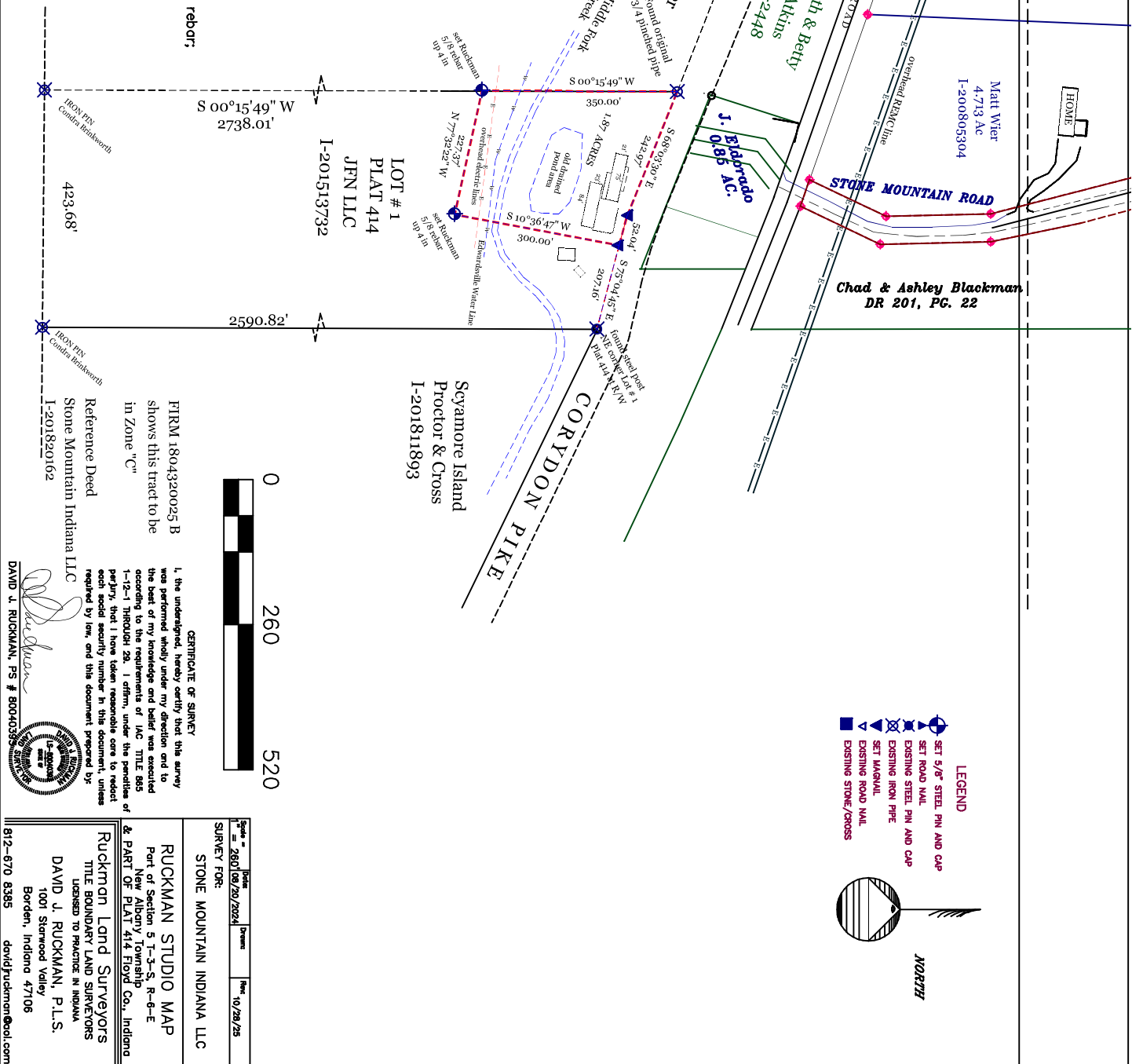
Title search documents were not provided prior to this Survey so this site may be subject to Easements not shown hereon.

LAND DESCRIPTION

Being a 1.87 Acre parcel lying in Lot # 1 of Plat 414 and being part of Section 5 T-3-S, R-6-E, Floyd County, Indiana, same being all those same lands as described in I-201820162, same being as composed by David J. Ruckman PS # 80040393, from map dated 10/28/2025, same being bounded as follows:

Commencing at a steel post at the northeast corner of Lot # 1 Plat 414, thence N 75°04'45" W with south R/W Corydon Pike a distance of 155.12' to a mag nail at the TRUE place of beginning; thence S 10°36'47" W a distance of 300.00' to a 5/8 rebar; thence N 77°32'22" W a distance of 227.37' to a 5/8 rebar; thence N 00°15'49" E a distance of 350.00' to a 3/4 pinched pipe; thence S 68°03'30" E with said R/W a distance of 242.97' to a mag nail; thence S 75°04'45" E with said R/W a distance of 52.04' to the beginning.

Subject to all Easements of Record.





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®

1 **PROPERTY ADDRESS:** 3329 Corydon Pike, New Albany , IN 47150

2
3 **LEAD WARNING STATEMENT**

4 *Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that*
5 *such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead*
6 *poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,*
7 *reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to*
8 *pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information*
9 *on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any*
10 *known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended*
11 *prior to purchase.*

12
13
14 **SELLER'S DISCLOSURE**

15 (a.) Presence of lead-based paint and/or lead-based paint hazards: **(check (i) or (ii) below)**

16
17 (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____

18
19
20 (ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

21
22
23 (b.) Records and reports available to the seller: **(check (i) or (ii) below)**

24 (i) ☐ Seller has provided the buyer with all available records and reports including *Seller's Residential Real Estate Sales*
25 *Disclosure form*, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and
26 attach documents below): _____

27
28
29 (ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

30
31 **BUYER'S ACKNOWLEDGEMENT (initial)**

32 (c.) _____ Buyer has received copies of all information listed above.

33 (d.) _____ Buyer has received the pamphlet Protect Your Family From Lead In Your Home.

34 (e.) _____ Buyer has **(check (i) or (ii) below):**

35 (i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for
36 the presence of lead-based paint and/or lead-based paint hazards;

37 **OR**

38 (ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or
39 lead-based paint hazards.

40 **BROKER'S ACKNOWLEDGMENT (initial)**

41 (f.) DL Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act
42 of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. **(NOTE: where the word**
43 **"Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)**
44
45

3329 Corydon Pike, 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 _____ SELLER'S SIGNATURE David J. Ruckman 9/2/25 DATE _____

58
 59
 60 PRINTED _____ PRINTED David J. Ruckman _____

61
 62
 63 BUYER'S SIGNATURE _____ DATE _____ SELLER'S SIGNATURE _____ DATE _____

64
 65
 66 PRINTED _____ PRINTED _____

67
 68
 69 SELLING BROKER* _____ DATE _____ LISTING BROKER Douglas Harritt 9-2-2025 DATE _____

Douglas Harritt, Harritt Group, Inc.

*Only required if the Buyer's Broker receives compensation from the Seller.



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.
 Form #37. Copyright IAR 2025

