# AUGTION

**EXCELLENT TILLABLE LAND, RESIDENTIAL BUILDING SITES AND COUNTRY RESIDENCE** 

TOWNSHIP MIAMI

# 168<sup>+/-</sup> ACRES

## 6 TRACTS

### **APRIL 13TH 6:30 PM**

THE OLD FIREHOUSE 12 N. MIAMI STREET • PERU, IN 46970

> TRACT 1: 75<sup>+/-</sup> ACRES, ALL TILLABLE TRACT 2: 36\*/- ACRES, ALL TILLABLE

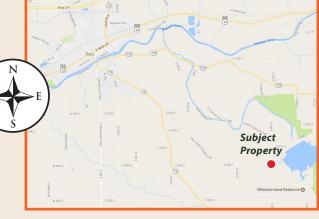
TRACT 3: 6.43+/- BUILDING SITE

TRACT 4: 36.0+/- ACRES, ALL TILLABLE

TRACT 5: 5\*/- ACRES. FARMSTEAD WITH BUILDINGS TRACT 6: 10+/- ACRES. 2+/- TILLABLE 8+/- WOODED

149+/-TILLABLE 8+/- WOODED 6.43<sup>+/-</sup> BUILDING SITE





#### PROPERTY DETAILS:

**LOCATION: 7 MILES SOUTH EAST OF PERU** 

**ZONING: AGRICULTURAL** 

TOPOGRAPHY: LEVEL TO GENTLY ROLLING

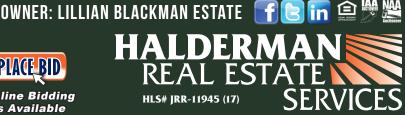
SCHOOLS: MACONAQUAH SCHOOL CORPORATION

**ANNUAL TAXES: \$5,590.48** 



JONR@HALDERMAN.COM

**PLACE BID** 



800.424.2324 | www.halderman.com



PO Box 297 • Wabash, IN 46992

"Farm & Transitional Real Estate Specialists Since 1930"

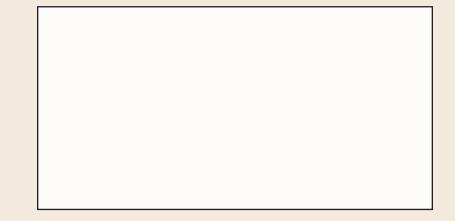
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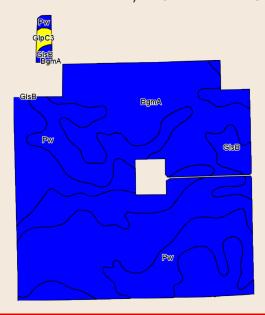


### 168+/- ACRES 6 TRACTS APRIL 13TH 6:30 PM

**BUTLER TOWNSHIP • MIAMI COUNTY** 



#### EXCELLENT TILLABLE LAND. RESIDENTIAL BUILDING SITES AND A COUNTRY SINGLE FAMILY RESIDENCE



#### **SOILS INFORMATION**

Code	Soil Description	Acres	Corn	Soybeans
	Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.			
BgmA	Blount silt loam, ground moraine, 0 to 2 percent slopes	94.80	141	45
Pw	Pewamo silty clay loam, 0 to 1 percent slopes	45.21	157	47
GlsB	Glynwood silt loam, ground moraine, 2 to 6 percent slopes	8.16	132	46
GlpC3	Glynwood clay loam, 6 to 12 percent slopes, severely eroded	0.79	112	29
Weighted Average			145.2	45.6

AUCTIONEER: RUSSELL D. HARMEYER, IN Auct. Lic.# AU10000277



Halderman Real Estate App Available on Android & Apple iOS

#### TERMS & CONDITIONS:

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on April 13, 2017, at 6:30 PM, 168 43 acres, more or less, will be sold at The Old Firehouse, 12 N Miami Street, Peru, IN. This property will be offered in six tracts as individual units, in combination or as a whole farm. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Sellers, shall constitute a binding contract between the Buyer(s) and the Sellers. The auctioneer will settle any disputes as to bids and his decision will be final. To place a confidential phone, mail or wire bid, please contact Jon Rosen at 260-740-1846 at least two days prior to the sale.

ACREAGE: The acreages listed in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.

SURVEY: The Sellers reserve the right to determine the need for and type of survey provided. If an existing legal description is adequate for title insurance for the tract, no new survey will be completed. If the existing legal description is not sufficient to obtain title insurance, a survey will be completed, the cost of which will be shared 50/50 by the Sellers and the Buyer(s). The Sellers will choose the type of survey to be completed and warrant that it will be sufficient to provide an owner's title insurance policy for the tract. If a survey is completed, the purchase price for the surveyed tract will be adjusted, up or down, to the exact surveyed acres. The price per acre will be the auction price bid for the tract, divided by the tract acreage estimated in the auction brochure.

DOWN PAYMENT: 10% of the accepted bid down on the day of the auction with the balance due at closing. The down payment must be in the form of personal check, cashier's check, cash or corporate check. YOUR BIDDING IS NOT CONTINGENT UPON FINANCING. BE SURE YOU HAVE FINANCING ARRANGED, IF NECESSARY, AND ARPROVAL OF BIDS: All successful bidders must enter into a purchase agreemen

APPROVAL OF BIDS: All successful bidders must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding. Successful bidders must execute purchase agreements on tracts exactly as they have been bid.

DEED: The Sellers will provide a Personal Representative's Deed at closing.

EVIDENCE OF TITLE: The Sellers will provide a Personal Representative's Deed at closing.

EVIDENCE OF TITLE: The Sellers will provide an Owner's Title Insurance Policy to the Buyer(s). Each Buyer is responsible for a Lender's Policy, if needed. If the title is not marketable, then the purchase agreement(s) are null and void prior to the closing, and the Broker will return the Buyer's earnest money.

CLOSING: The closing shall be on or about May 25, 2017. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of the buildings will be at closing. Possession of land will be at closing, subject to the tenant's rights to the 2017 crop harvest.

FARM INCOME: Seller will retain the 2017 farm income. Buyer will receive a credit at closing based on tillable acre purchased.

REAL ESTATE TAXES: Real estate taxes for 2015 were \$5,590.48. The Sellers will pay real estate taxes for 2016 due 2017. Buyer will pay the 2017 real estate taxes due 2018 and all taxes thereofter.

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MINERAL RIGHTS: All mineral rights owned by the Sellers will be conveyed to the Buyer(s).

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigation, inquiries and due diligence concerning the property. Further, Sellers disclaim any and all responsibility for bidder's safety during any physical inspections of the property. No party shall be deemed to be invited to the property by HRES or the Sellers.

AGENCY: Halderman Real Estate Services Inc., Russell D. Harmeyer, Auctioneer, and their representatives, are exclusive agents of the Sellers.

DISCLAIMER: All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the purchase agreement. This information is subject to verification by all parties relying upon it. No liability for its accuracy, errors or omissions is assumed by the Sellers or HRES. All sketches and dimensions in this brochure are approximate. ANNOUNCEMENTS MADE BY HRES AND/OR THEIR AUCTIONEER AT THE AUCTION DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIALS OR ANY OTHER ORAL STATEMENTS MADE. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property. Except for any express warranties set forth in the sale documents, Buyer(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Sellers and HRES make no warranty or representation, express or implied or arising by operation of law, including any warranty for merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall the Sellers or HRES be liable for any consequential damages. Condu