Auction

March 27, 2017 ※ 6:30 p.m.

Carroll County Fairgrounds ※ 102 N. 4th Street ※ Flora, IN 46929

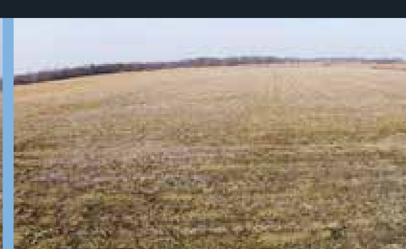
49.4+/- Acres

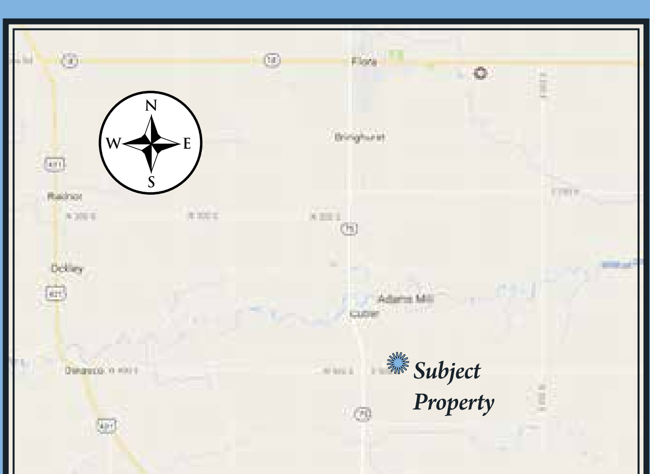
45.9+/- Tillable with Filter Strips ※ 1.5+/- Waterway

Carroll County ※ Democrat Township

Productive Farmland Ready to Farm in 2017





Property Details:

Location: 0.5 miles south of Cutler, IN on the north side of CR 600 South and 0.25 miles east of SR 75

Zoning: Agricultural

Topography: Gently Rolling

Schools: Carroll Consolidated

Estimated Annual Taxes: $1,040.90

Owner: Miller-Vaughn

Sam Clark
Noblesville, IN
317.442.0251
samc@halderman.com

Jim Clark
Frankfort, IN
765.659.4841
jimc@halderman.com

PLACE BID
Online Bidding is Available

HALDERMAN REAL ESTATE SERVICES
PO Box 297 • Wabash, IN 46992

800.424.2324
www.halderman.com

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Code	Soil Description Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.	Acres	Percent of field	Soybeans	Corn
FaA	FincastleStarks silt loams, 0 to 2 percent slopes	20.87	44.1%	54	166
RrB2	RockfieldWilliamstown complex, 1 to 6 percent slopes, eroded	16.10	34.0%	47	133
Wk	Washtenaw silt loam	6.98	14.7%	49	165
Cz	Cyclone silty clay loam, 0 to 2 percent slopes	2.45	5.2%	54	184
MfC3	Martinsville, till substratumMiami clay loams, 6 to 12 percent slopes, severely eroded	0.65	1.4%	43	121
RoA	Rockfield silt loam, 0 to 2 percent slopes	0.32	0.7%	51	145
			Weighted Average	50.7	154.8

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 March 27, 2017. At 6:30 PM, 49.4 acres, more or less, will be sold at the Carroll County Fairgrounds, Flora, IN. This property will be offered as one single unit. 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 Sam Clark at 317-442-0251 or Jim Clark at 765-659-4841 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. 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 ARE CAPABLE OF PAYING CASH AT CLOSING.
APPROVAL OF BIDS: The Sellers reserve the right to accept or reject any and all 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 General Warranty Deed at closing.
EVIDENCE OF TITLE: The Sellers will provide an Owner's Title Insurance Policy to the Buyer. Buyer is responsible for a Lender's Policy, if needed. If the title is not marketable, then the purchase agreement is 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 15, 2017. The Sellers have the choice to extend this date if necessary.
POSSESSION: Possession of land will be on auction night, upon execution of the purchase agreement and lease agreement for the 2017 crop year to be used in the event that closing does not occur.
REAL ESTATE TAXES: Real estate taxes are estimated at $1,040.90. The Sellers will pay the 2016 taxes due and payable in 2017. The Buyer will be responsible for paying the 2017 due and payable in 2018 taxes. Therefore the Buyer will pay all taxes beginning with the spring 2018 installment and all taxes thereafter.
MINERAL RIGHTS: All mineral rights owned by the Sellers will be conveyed to the Buyer.
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 is made by the Sellers or HRES. Each prospective bidder is responsible for conducting his/her independent inspections, investigations, inquiries and due diligence concerning the property. Except for any express warranties set forth in the sale documents, Buyer accepts the property "AS IS," and Buyer 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. Conduction of the auction and increments of bidding are at the direction and discretion of HRES and/or the auctioneer. The Sellers and HRES reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of HRES and/or the auctioneer are final.