

CICERO TWP • TIPTON COUNTY

ABSOLUTE AUCTION

EXCELLENT FARMLAND DEVELOPMENT POTENTIAL

74^{+/-}
ACRES

2
TRACTS

71.3^{+/-} Tillable
1.23^{+/-} CRP

Property Information

**LOCATION: SOUTHEAST CORNER OF SR 28 AND
US 31, WEST OF TIPTON, IN**

ZONING: AGRICULTURAL

TOPOGRAPHY: GENTLY ROLLING TO ROLLING

SCHOOL DISTRICT: TIPTON COMMUNITY SCHOOLS

ANNUAL TAXES: \$3,497.54 (estimated)

DITCH ASSESSMENT: \$766.80

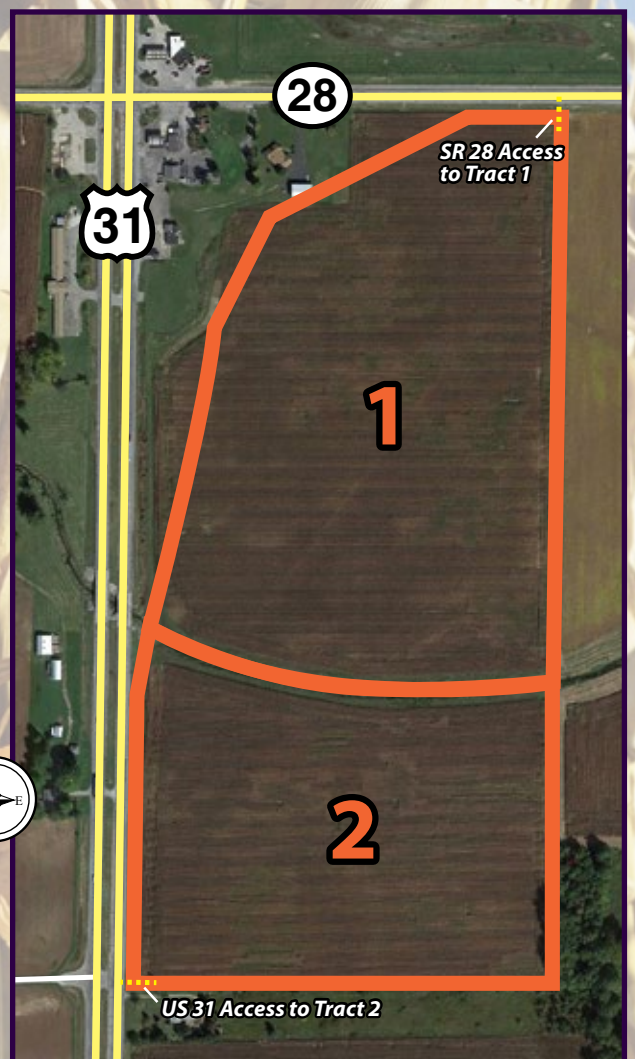


JAN. 16, 2017

6:30 PM

TIPTON COUNTY FAIRGROUNDS

**1200 S MAIN ST
TIPTON, IN 46072**



**TRACT 1: 45.6^{+/-} ACRES,
44^{+/-} TILLABLE, 0.62^{+/-} CRP**

**TRACT 2: 28.48^{+/-} ACRES,
27.3^{+/-} TILLABLE, 0.61^{+/-} CRP**

Owner: Agbert Yeary Testament Trust

HALDERMAN
REAL ESTATE
HLS# JMM-11890 (17) **SERVICES**

800.424.2324 | www.halderman.com

JOHN MINER: Greentown, IN • 765-628-7278 • johnm@halderman.com

KEN ZIEGLER: Tipton, IN • 317-385-2736 • kenz@halderman.com

AJ JORDAN: Peru, IN • 317-697-3086 • ajj@halderman.com

LARRY JORDAN: Peru, IN • 765-473-5849 • lj@halderman.com

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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.			
Pn	Patton silty clay loam, 0 to 2 percent slopes	35.01	172	51
DeA	Del Rey, sandy substratumCrosby silt loams, 0 to 2 percent slopes	25.24	127	42
WkB	Williamstown silt loam, 1 to 4 percent slopes	9.21	140	49
TuB2	Tuscola, till substratumStrawn complex, 1 to 6 percent slopes, eroded	3.50	135	47
Weighted Average			150.6	47.4



Online Bidding
is Available



DOWNLOAD!

Halderman Real Estate App



TERMS & CONDITIONS:

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

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on January 16, 2017. At 6:30 PM, 74.08 acres, more or less, will be sold at the Tipton County Fairgrounds in Tipton, IN. This property will be offered as one single unit or in two tracts. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Seller, shall constitute a binding contract between the Buyer(s) and the Seller. 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 John Miner at 765-628-7278, Larry Jordan at 765-473-5849, AJ Jordan at 317-697-3086 or Ken Ziegler at 317-385-2736 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 Seller reserves 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(s), 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 Seller and the Buyer(s). The Seller 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(s). 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: 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 Seller will provide a Trustee's Deed at closing.

EVIDENCE OF TITLE: The Seller 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.

FARM INCOME: The Seller will retain all 2016 farm income.

CONSERVATION RESERVE PROGRAM: CRP payments will be prorated to the day of deed recording by Tipton County FSA, using the fiscal year of October 1 to September 30. The Buyer(s) will receive all responsibility for the maintenance of the CRP land in the future. If the Buyer(s) remove any acres from the CRP contract, that Buyer is solely responsible for repayment of all received payments, interest and penalties. This property has 1.23 acres of CRP which expires 10/1/2019. Annual payment is \$272 or 221.14/acre.

CLOSING: The closing shall be on or about March 1, 2017. The Seller has the choice to extend this date if necessary.

POSSESSION: Possession of the land will be at closing.

REAL ESTATE TAXES: Real estate taxes payable in 2015 due in 2016 are estimated to be \$3,497.54. The Seller will pay 2016 taxes due and payable in 2017. The Buyer will be given a credit at closing for the 2016 due in 2017 real estate taxes and will be responsible for all taxes beginning with the spring 2016 installment and thereafter.

DITCH ASSESSMENT: The ditch assessment is \$766.80. The Buyer(s) will pay the spring 2017 ditch assessment and all assessments thereafter.

MINERAL RIGHTS: All mineral rights owned by the Seller 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, Seller disclaims 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 Seller.

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

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 Seller 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 Seller 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(s) accepts the property "AS IS," and Buyer(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller 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 Seller 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 Seller 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.