

AUCTION

Wills Township, La Porte County

January 10th • 6:30 PM EST

PNA • 55960 Tulip Rd • New Carlisle, IN 46552

143^{+/-} ACRES
Productive Farmland

142^{+/-} Tillable Acres

Location: 0.5 mile north of the intersection of CR 1100 E and Division Road Mill Creek, IN

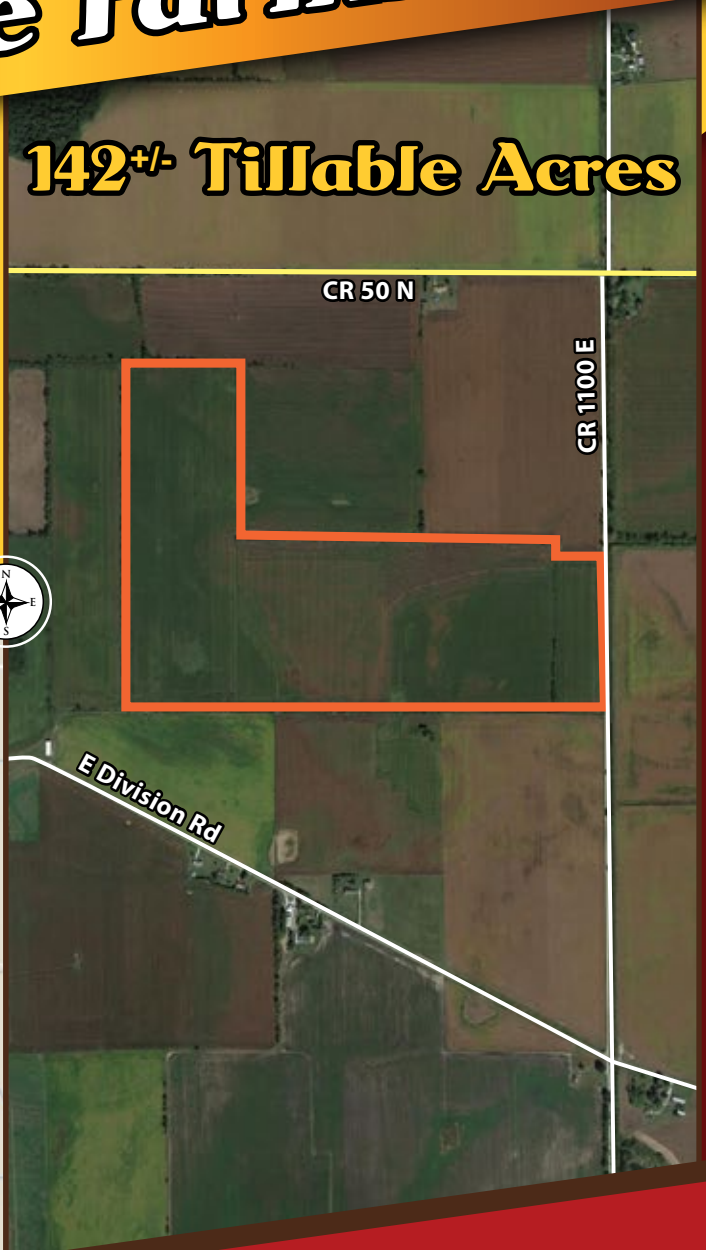
Zoning: Agricultural

Topography: Level to Gently Rolling

School District: New Prairie United

Annual Taxes: \$5,360.00

Ditch Assessment: \$208.60



Owner: Lake's Farm Service, Inc.

HALDERMAN
REAL ESTATE
HLS# JAM-11918 (17) **SERVICES**

800.424.2324 | www.halderman.com

PLACE BID

Online Bidding
Available



Julie Matthys

New Carlisle, IN

574-310-5189

juliem@halderman.com



Larry Smith

La Porte, IN

219-362-4041

larrys@halderman.com

AUCTION

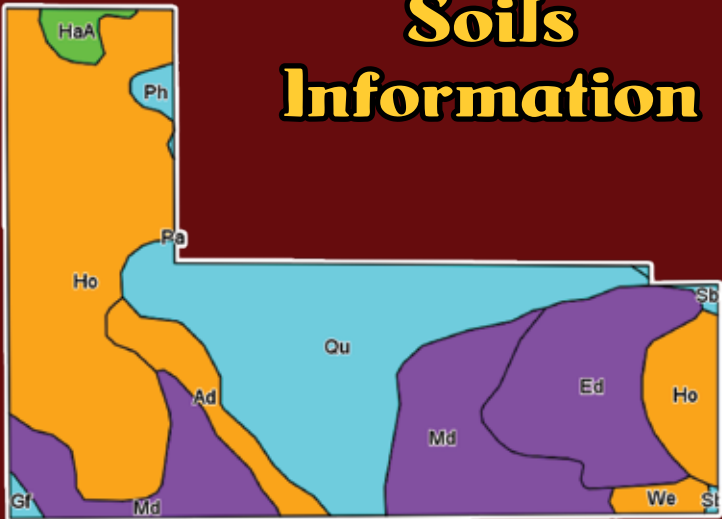
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143+/- ACRES
Productive Farmland

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.				
Ho	Houghton muck, drained	47.99	150	40
Qu	Quinn loam	37.43	137	35
Md	Martisco muck, drained	26.05	89	25
Ed	Edwards muck, drained	17.86	137	36
Ad	Adrian muck, drained	6.05	145	38
HaA	Hanna sandy loam, 0 to 3 percent slopes	2.00	111	39
We	Warners silt loam	1.84	125	32
Ph	Pinhook loam	1.16	145	33
Sb	Sebewa loam, shaly sand substratum	0.66	130	33
Gf	Gilford fine sandy loam, 0 to 1 percent slopes	0.56	148	42
Weighted Average			132.5	35.1

TERMS & CONDITIONS:

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



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METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on January 10, 2017. At 6:30 PM EST, 143.926 acres, more or less, will be sold at the PNA, 55960 Tulip Road New Carlisle, IN 46552. This property will be offered as a single unit. 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 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 Julie Matthys at 574-310-5189 or Larry Smith at 219-362-4041 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 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 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. 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 Seller reserves the right to accept or reject any and all bids. The successful bidder must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding.

DEED: The Seller will provide a Corporate Warranty Deed at closing.

EVIDENCE OF TITLE: The Seller will provide an Owner's Title Insurance Policy to the Buyer. The 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 February 10, 2017. The Seller has the choice to extend this date if necessary.

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

REAL ESTATE TAXES: Prorated to date of closing.

DITCH ASSESSMENT: Ditch assessment for 2016 was \$208.60. Buyer will pay all ditch assessment beginning with the spring 2017 installment and all assessment 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 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 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 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, 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.