

# AUCTION

DECEMBER 14, 2016 • 6:30 PM

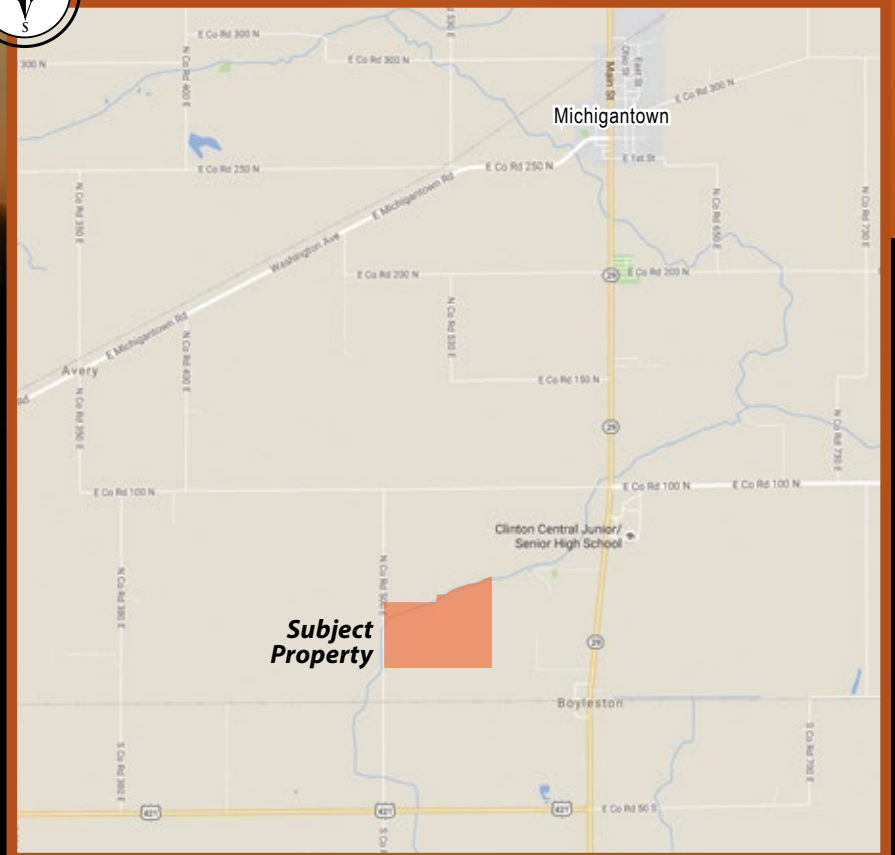
CLINTON COUNTY 4-H COMMUNITY BUILDING • 1701 S JACKSON ST • FRANKFORT, IN 46041

MICHIGAN TWP • CLINTON COUNTY

## QUALITY FARMLAND

100<sup>+/-</sup>  
ACRES

98.65<sup>+/-</sup>  
TILLABLE ACRES



### PROPERTY INFORMATION:

LOCATION: 2.5 miles southwest of Michigantown, on the east side of CR 500 E, 1 mile north of SR 28

ZONING: Agricultural

TOPOGRAPHY: Level

SCHOOL DISTRICT: Clinton Central

ANNUAL TAXES: \$2,764 (estimated)

DITCH ASSESSMENT: \$200 (estimated)

Owner: David W. Trees Farms, Inc.

AJ Jordan  
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317-697-3086  
ajj@halderman.com

Larry Jordan  
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765-473-5849  
lj@halderman.com

Jim Clark  
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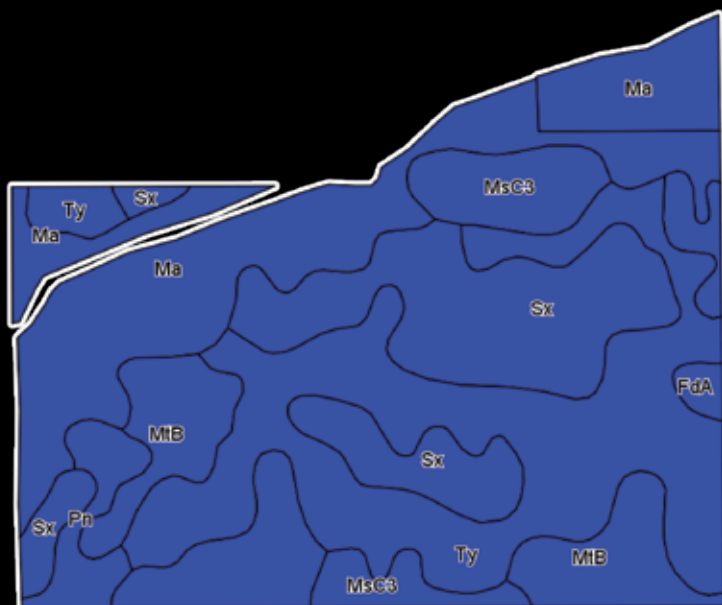
## QUALITY FARMLAND



Online Bidding Available

### 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.			
Ty	Treaty silt loam	29.93	185	53
Ma	Mahalasville silty clay loam, 0 to 2 percent slopes	24.50	181	52
Sx	Starks silt loam	19.49	141	46
MtB	MiamiCrosby silt loams, 2 to 6 percent slopes	13.40	147	50
MsC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	6.37	121	41
Pn	Patton silty clay loam, 0 to 2 percent slopes	2.89	172	51
FdA	FincastleCrosby silt loams, 0 to 2 percent slopes	2.07	156	51
Weighted Average			165	50.1



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### 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 December 14, 2016. At 6:30 PM, 100 acres, more or less, will be sold at Clinton County 4-H Community Building, 1701 S Jackson Street, Frankfort, IN 46041. This property will be offered as one 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 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 AJ Jordan at 317-697-3086, Larry Jordan at 765-473-5849, 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:** A new survey will be completed, the cost of which will be shared 50/50 by the Seller and the Buyer. 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. When the 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 bid price 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 Sellers 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 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 before January 31, 2017 or 15 days after completion of any survey. The Seller has the choice to extend this date if necessary.

**POSSESSION:** Possession of land will be at closing.

**REAL ESTATE TAXES:** Real estate taxes paid in 2016 were estimated to be \$2,764. The Seller will pay the 2016 taxes due and payable in 2017. Buyer will be given a credit at closing for the 2016 real estate taxes due 2017 and will pay all taxes beginning with the spring 2017 installment and all taxes thereafter.

**DITCH ASSESSMENT:** Ditch assessment is estimated to be \$200. Buyer will pay the ditch assessment for 2017 and thereafter.

**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 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 Sellers.

**AGENCY:** Halderman Real Estate Services, 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 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.