

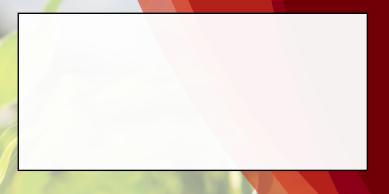
"Farm & Transitional Real Estate Specialists Since 1930'

800.424.2324

PO Box 297 • Wabash, IN 46992

www.halderman.com

# Auctions 6:30 PM CST



Portage Twp - Porter County

# Zaucions June 25th · 6:30 PM CST

Auction Locations Sycamore Room . Woodland Park Inn 2100 N Willowcreek Rd . Portage, IN 46368

Portage Twp · Porter County

33.87<sup>+</sup> Acres

Farmland • 32<sup>+/-</sup> Tillable Acres

33.87<sup>+/-</sup> Acres

Farmland • 32<sup>+/-</sup> Tillable Acres

78.86<sup>+</sup> Acres

Farmland · Recreational

**Larry Smith** 

**Julie Matthys** 574-310-5189 **HALDERMAN** REAL ESTATE HLS# LAS-11598/11597 (15) SERVICES

800.424.2324 | www.halderman.com

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

78.86<sup>-/-</sup> Acres

Farmland · Recreational

219-362-4041 larrys@halderman.com

juliem@halderman.com

Mike Gentry 219-851-7672 michaelg@halderman.com

**Larry Smith** La Porte, IN 219-362-4041 larrys@halderman.com Julie Matthys New Carlisle, IN *574-310-5189* juliem@halderman.com Mike Gentry LaCrosse, IN 219-851-7672 michaelg@halderman.com **Owner: SKJ Farm (First Merchants Bank)** HALDERMAN HLS# LAS-11597/11598 (15) SFRVICES

**Owner: MainSource Bank** 







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#### Terms & Conditions

## 33.87<sup>+/-</sup> Acres Owner: MainSource Bank

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on June 25, 2015. At 6:30 PM CST, 33.87 acres, more or less, will be sold at the Woodland Park Inn, Portage, 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 Larry Smith at 219-362-4041, Julie Matthys at 574-310-5189, or Mike Gentry at 219-851-7672 at least two days prior to the sale.

ACREAGE: The acreages listed in this sale bill 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 sale bill.

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 bidder must execute purchase agreements on tract exactly as it has been bid. DEED: The Sellers will provide a Special Warranty 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 July 30, 2015. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of land will be at closing subject to the current farm lease.

FARM INCOME: The Seller will receive the \$2,400 fall cash rent payment. REAL ESTATE TAXES: Real estate taxes are \$1,472.78. The Seller will pay the real estate taxes prorated to the day of closing. The Buyer will pay taxes prorated from the date of closing and all taxes 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 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(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, 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



### 88.874 Total Acres

32+/- Tillable, 1.87+/- Non-Tillable

LOCATION: Between CR 400 W & CR 450 W, on the south side of CR 750 N; adjacent to the Portage City Limits and South Haven Subdivision

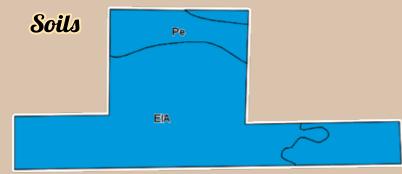
**ZONING: R-2** 

TOPOGRAPHY: Level

**SCHOOLS: Portage Township Schools** 

**ANNUAL TAXES: \$1,472.78** 





	Weighted A	verage	150.5	46.9
Pe	Pewamo silty clay loam	8.90	160	44
EIA	Elliott silt loam, 0 to 2 percent slopes	24.10	147	48
	Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.			
Code	Soil Description	Acres	Corn	Soybeans

### 78.86° Total Acres

36<sup>+/-</sup> Tillable, 9<sup>+/-</sup> Wooded, 0.5<sup>+/-</sup> Acre Pond, 33.3<sup>+/-</sup> Non-Tillable

LOCATION: Along Samuelson Rd, 0.25 mile north of CR 875 N

**ZONING:** R-2

TOPOGRAPHY: Level

**SCHOOLS: Portage Township Schools** 

ANNUAL TAXES: \$4,599.08



#### Soils



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CLOSING: The closing shall be on or about July 31, 2015. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of land will be at closing subject to the current farm

asse.

FARM INCOME: The Buyer shall receive a fall cash rent payment of \$1,200 on December 1, 2015.

REAL ESTATE TAXES: Real estate taxes are \$4,599.08. The Seller will pay the real estate taxes prorated to the day of closing. The Buyer will pay taxes prorated from the date of closing and all taxes 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 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.

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