# MAY 14, 2015 | 6:30 PM

# AUCTION

LIBERTY TWP – DELAWARE COUNTY – INDIANA

SELMA LIONS CLUB | 9901 E JACKSON ST | SELMA, IN 47383

# 84<sup>+/-</sup> ACRES IN 2 TRACTS

60.88+/- TILLABLE ACRES · 22+/- WOODED ACRES



## PROPERTY INFORMATION

LOCATION: 1/4 MILE WEST OF THE CR 800 E AND CR 100 N INTERSECTION, APPROXIMATELY 1.5 MILES NORTHEAST OF SELMA, IN

**ZONING: AGRICULTURAL** 

TOPOGRAPHY: GENTLY ROLLING

SCHOOL DISTRICT: LIBERTY-PERRY COMMUNITY

SCHOOL CORPORATION

ANNUAL TAXES: \$2,486.52
DITCH ASSESSMENT: \$89.32

REVISED
TRACT MAP

TRACT 1: 61.62\*/- ACRES. 60.48\*/- TILLABLE

TRACT 2: 22.4\*/- ACRES. 0.4\*/- TILLABLE. 22\*/- WOODED

# PRODUCTIVE CROPLAND & QUALITY TIMBER



CHRIS PEACOCK
WINCHESTER. IN
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OWNER: HITCHCOCK FARM



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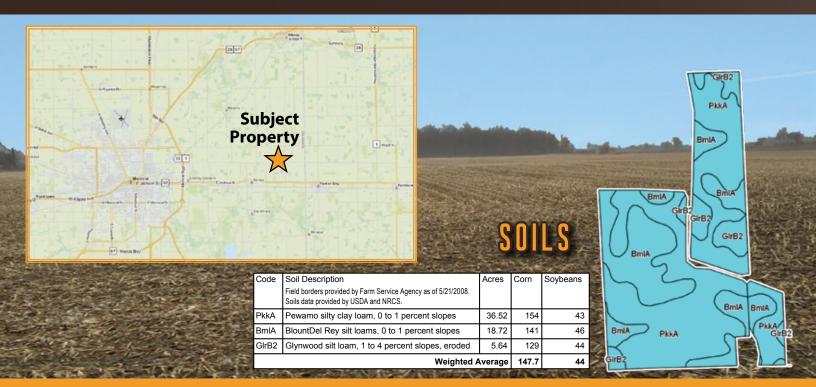
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### 2 TRACTS 84<sup>+/-</sup> ACRES

## PRODUCTIVE CROPLAND & QUALITY TIMBER





### TERMS CONDITIONS: 8

### 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 May 14, 2015. At 6:30 PM, 84.02 acres, more or less, will be sold at the Selma Lions Club, Selma, IN. This property will be offered as one single unit or in tracts. 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 Chris Peacock at 765-546-0592, 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(s), no new survey will be completed. If the existing legal description is abequate the county assessor's records, FSA records and/or aerial photos.

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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.

The Sellers will provide a Trustee's 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: Closing shall be on or about June 30, 2015. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of the land will be after the auction, upon execution of purchase agreement and lease agreement between Seller and Buyer(s), for 2015, to be used in the event that closing does not occur. Building not included in the sale of real estate, building to be removed within 90 days of closing by the Seller.

REAL ESTATE TAXES: Real estate taxes are \$2,486.52. The Sellers will pay the spring 2014 taxes due and payable in 2015. The Buyer(s) will pay the fall 2014 taxes due and payable in 2015.

and all taxes thereafter.

DITCH ASSESSMENT: The ditch assessment is \$89.32. Buyer(s) will pay the 2015 ditch assessment and all assessments 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.