AUCTION

OWEN TWP
CLINTON COUNTY

JULY 23RD • 6:30 PM

CLINTON COUNTY 4-H COMMUNITY BUILDING 1701 S Jackson St • Frankfort. IN 46041

118^{+/-} ACRES • 2 TRACTS

108.54 TILLABLE O 6.64 WOODED

DALITY CLINTON COUNTY FARMLAND



PROPERTY INFORMATION

LOCATION: 5 MILES NORTH OF FRANKFORT AT THE SOUTHWEST CORNER OF CR 600 N AND CR 100 E

ZONING: AGRICULTURAL

TOPOGRAPHY: LEVEL TO GENTLY ROLLING

SCHOOLS: ROSSVILLE CONSOLIDATED SCHOOL DISTRICT

ANNUAL TAXES: \$3.470.70 DITCH ASSESSMENT: \$360.00





JIM CLARK FRANKFORT, IN 765-659-4841 Jimc@halderman.com



SAM CLARK Noblesville, IN 317-442-0251 Samc@halderman.com

OWNER: Donna V. Jordan REVOCABLE LIVING TRUST



800.424.2324 | www.halderman.com



Online Bidding is Available









"Farm & Transitional Real Estate Specialists Since 1930

800.424.2324 www.halderman.com

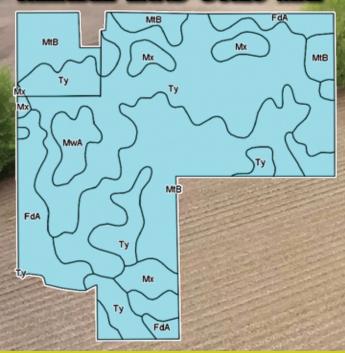
PO Box 297 • Wabash, IN 46992

OWEN TWP CLINTON COUNTY JULY 23rd • 6:30 PM

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TILLABLE LAND SOILS MAP



TRACT 1

Code	Soil Description	Acres	IN Corn	Soybeans	Winter
	Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.				wheat
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	26.04	148	51	67
Ту	Treaty silt loam	25.93	185	53	74
FdA	Fincastle-Crosby silt loams, 0 to 3 percent slopes	9.84	161	53	72
Mx	Milford silty clay loam	4.74	160	44	64
MwA	Miami-Martinsville silt loams, 0 to 2 percent slopes	3.52	127	44	64
Weighted Average		163.3	51.2	69.9	

TRACT 2

2	Code	Soil Description	Acres	IN Corn	Soybeans	Winter
SAMPA SAMPA		Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.				wheat
30	Ту	Treaty silt loam	19.82	185	53	74
	MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	12.09	148	51	67
N.	FdA	Fincastle-Crosby silt loams, 0 to 3 percent slopes	4.82	161	53	72
8	Mx	Milford silty clay loam	1.67	160	44	64
	Weighted Average		169.3	52	71.1	



TERMS & CONDITIONS

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

Mail Do OF SALE Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on July 23, 2014. At 6:30 PM, 118.73 acres, more or less, will be sold at the Clinton County 4-H Community Bldg., Frankfort, IN. This property will be offered as one single unit, in tracts or in combination. 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 Jim Clark at 765-659-4841 or Sam Clark at 317-442-0251, at least two days prior to the sale.

ACREAGED The acreages listed in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.

SURMENT The Sellers reserve the right to determine the need for and type of any additional survey. If an existing legal description is adequate for title insurance for a tract or tracts, no new survey will be completed. If the existing legal description is not sufficient to obtain title insurance or if this property sells in multiple tracts requiring new legal descriptions, 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(s). If a survey is completed, the purchase price for the surveyed tract(s) 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. Combination purchases will receive a perimeter survey only.

DOVINI PANTENTIA. 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. Y

APPROVAL OF EIDS: 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

APPROVAL OF GIDS: 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.

DEED: 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.

EASEMENTS: The sale of this property is subject to any and all easements of record.

CLOSING: The closing shall be on or about September 12, 2014. The Sellers have the choice to change this date if necessary.

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

FARMINGOME Buyer(s) will receive 50% of the 2014 cash rent. The total rent received by the Buyer(s) will be \$7,000.00.

REALESTATE TAXIES: Real estate taxes for 2013 were \$3,470.70. The Sellers will pay the first installment of the 2014 taxes due and payable in May of 2015. The Buyer(s) will pay the second installment of the 2014 taxes due and payable in November 2015 and all taxes thereafter.

PINOTICE TAXIES TO THE TIPE The ditch assessment is \$360.00. The Buyer(s) will pay the 2015 ditch assessment and all ditch assessments thereafter.

Installment of the 2014 ASSESMENTE The ditch assessment is \$360.00. The Buyer(s) will pay the 2015 ditch assessment and all ditch 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.

DISCLAIMED 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 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, Sellers and HRES made 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.