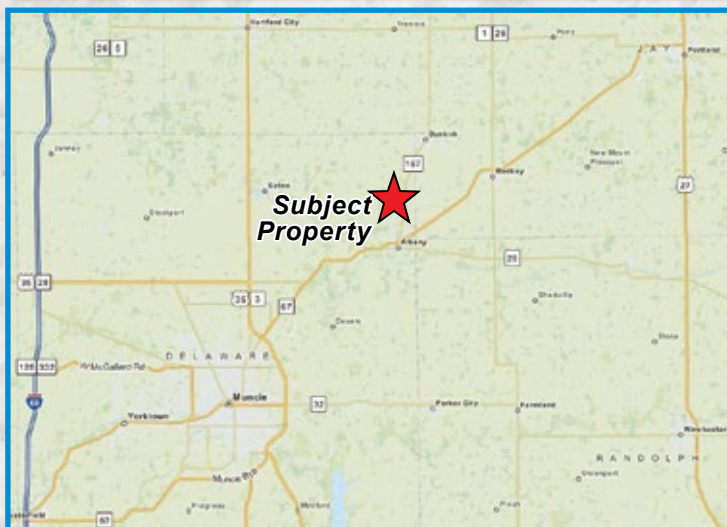
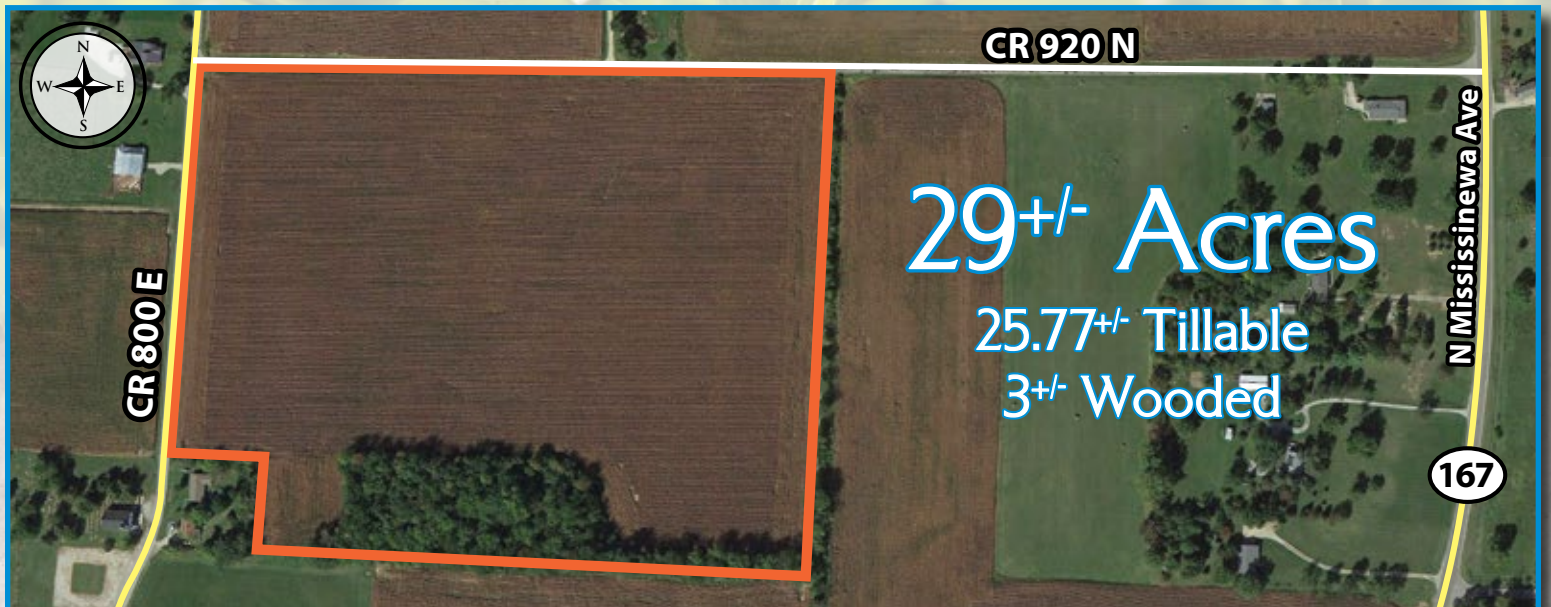


AUCTION

Niles Twp, Delaware County

PRODUCTIVE FARMLAND



Tuesday, June 17th
6:30 PM

Albany Lions Club
215 S Water Street • Albany, IN 47320

PROPERTY INFORMATION

LOCATION: 1.5 miles north of Albany.

SCHOOLS: Delaware Community School Corp.

ZONING: Agricultural

TOPOGRAPHY: Level to Gently Rolling

ANNUAL TAXES: \$836.64

DITCH ASSESSMENT: \$14.65



AJ Jordan
Peru, IN
317-697-3086
ajj@halderman.com



Larry Jordan
Peru, IN
765-473-5849
lj@halderman.com



Chris Peacock
Winchester, IN
765-546-0592
chrisp@halderman.com

Owner: Margaret Powers Farm

HALDERMAN
REAL ESTATE
SERVICES

HLS# AJJ-11450 (14)

800.424.2324 | www.halderman.com

AUCTION

Niles Twp, Delaware County

**Tuesday, June 17th
6:30 PM**

29^{+/-} Acres • Tillable & Woods



SOILS INFO

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.			
B1A	Blount silt loam, 0 to 2 percent slopes	13.25	140	46
PkKA	Pewamo silty clay loam, 0 to 1 percent slopes	10.07	154	43
GIB2	Glynwood silt loam, 1 to 4 percent slopes, eroded	2.45	127	44
Weighted Average			144.2	44.6

**NEW!**
Halderman Real Estate App
Available on Android & Apple iOS


Online Bidding is Available



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 June 17, 2014. At 6:30 PM, 29.9 acres, more or less, will be sold at the Albany Lions Club, Albany, 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 Seller, shall constitute a binding contract between the Buyer(s) 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 A. J. Jordan at 317-697-3086 or Larry Jordan at 765-473-5849, or 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 Seller reserves the right to determine the need for and type of survey provided. If an existing legal description is adequate for title insurance for a 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(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.

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. All successful bidders must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding.

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

EVIDENCE OF TITLE: The Seller 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 25, 2014. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of land will be at closing, subject to the tenant's rights to the 2014 crop.

SHARE LEASE INCOME: Seller will give credit at closing for \$75 per acre for share lease income.

REAL ESTATE TAXES: Real estate taxes are \$836.64. The Seller will pay the 2013 taxes due and payable in 2014 give credit to the Buyer(s) at closing for the spring 2014 taxes due and payable in May 2015. The Buyer(s) will pay the fall 2014 taxes due and payable in November 2015 and all taxes thereafter.

DITCH ASSESSMENT: The ditch assessment is \$14.65. The Buyer(s) will pay the 2015 ditch assessment and all assessments 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 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 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(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, 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. Conduct 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.