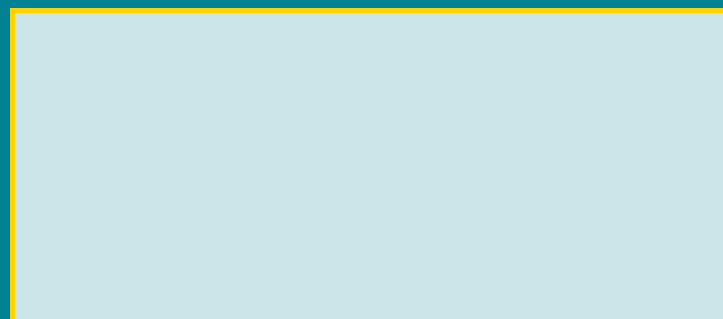


AUCTION

FEBRUARY 19TH • 6:30 PM

BENTON COUNTY



**QUALITY FARMLAND
GRAIN & LIVESTOCK FARM**

164[±] ACRES • 3 TRACTS

**QUALITY FARMLAND
GRAIN & LIVESTOCK FARM**

164[±] ACRES • 3 TRACTS

AUCTION

FEBRUARY 19TH • 6:30 PM

BENTON COUNTY COUNTRY CLUB
602 W FOURTH ST | FOWLER, IN 47944

**BOLIVAR TWP
BENTON COUNTY**

GARY BOHLANDER
765.794.0221
GARYB@HALDERMAN.COM

HALDERMAN
REAL ESTATE
SERVICES

800.424.2324 | www.halderman.com

QUALITY FARMLAND GRAIN & LIVESTOCK FARM

BOLIVAR TWP • BENTON COUNTY

164[±] ACRES • 3 TRACTS

127[±] TILLABLE • 30[±] PASTURE • 0.5[±] CRP

AUCTION

WEDNESDAY, FEBRUARY 19TH • 6:30 PM

BENTON COUNTY COUNTRY CLUB | 602 W FOURTH ST | FOWLER, IN 47944

OWNER: FIRST MERCHANTS
TRUST COMPANY,
TRUSTEE OF THE MOYARS-SCOTT
MEMORIAL TRUST



GARY BOHLANDER
DARLINGTON, IN
765.794.0221
GARYB@HALDERMAN.COM

HALDERMAN
REAL ESTATE
SERVICES

HLS# GDB-11391 (14)
800.424.2324 | www.halderman.com

PROPERTY DETAILS

LOCATION: 2 MILES NORTH OF Templeton ON THE WEST SIDE OF CR 700 E AND ½ MILE NORTH OF CR 500 S

ZONING: AGRICULTURAL

TOPOGRAPHY: LEVEL - GENTLY ROLLING

SCHOOL DISTRICT: BENTON COMMUNITY SCHOOL CORP.

ANNUAL TAXES: \$2,300.24

DITCH ASSESSMENT: \$64.00



TRACT DETAILS

TRACT 1: 99.4[±] TOTAL ACRES, 98.9[±] TILLABLE, 0.5[±] CRP

TRACT 2: 30.69[±] TOTAL ACRES, 28.5[±] TILLABLE

TRACT 3: 34.36[±] TOTAL ACRES, 30.46[±] PASTURE, 1[±] ACRE WITH OUTBUILDINGS

- 40'x60' QUONSET BARN
- 40'x60' POST FRAME CATTLE BARN
- 124' WELL WITH 5" CASING

FSA DATA:

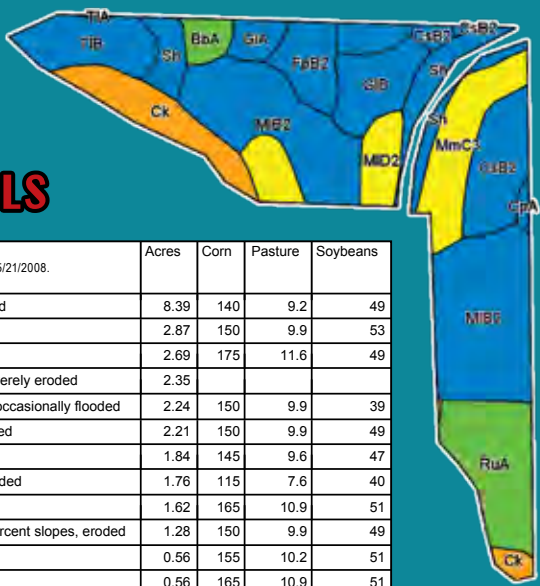
CORN BASE: 87.2 ACRES, DP & CC YIELD: 125 BU/AC

SOYBEAN BASE: 30.6 ACRES, DP & CC YIELD: 38 BU/AC



TRACT 1 SOILS

Code	Soil Description	Acres	Corn	Pasture	Soybeans
Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.					
TIA	Tippecanoe silt loam, 0 to 2 percent slopes	38.95	145	9.6	47
Ct	Crane silt loam	28.54	165	10.9	51
Ft	Free clay loam	12.50	175	11.6	49
Dp	Darroch silt loam, till substratum	4.47	165	10.9	51
Ck	Comfrey silty clay loam, sandy substratum, occasionally flooded	4.25	150	9.9	39
Dx	Drummer silty clay loam, stratified sandy substratum	3.97	175	11.6	49
BaB2	Barce loam, 2 to 6 percent slopes, eroded	3.11	150	9.9	49
BbA	Barce silt loam, 0 to 2 percent slopes	1.33	155	10.2	51
MIB2	Miami silt loam, 2 to 6 percent slopes, eroded	1.12	140	9.2	49
MxB2	Montmorenci silt loam, 2 to 6 percent slopes, eroded	0.82	145	9.6	49
Sh	Selma silty clay loam, till substratum	0.34	175	11.6	49
Weighted Average			157.2	10.4	48.5



TRACT 2 SOILS

Code	Soil Description	Acres	Corn	Pasture	Soybeans
Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.					
MIB2	Miami silt loam, 2 to 6 percent slopes, eroded	8.39	140	9.2	49
RuA	Rush silt loam, 0 to 2 percent slopes	2.87	150	9.9	53
Sh	Selma silty clay loam, till substratum	2.69	175	11.6	49
MmC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	2.35			
Ck	Comfrey silty clay loam, sandy substratum, occasionally flooded	2.24	150	9.9	39
CsB2	Corwin silt loam, 2 to 6 percent slopes, eroded	2.21	150	9.9	49
TIB	Tippecanoe silt loam, 2 to 4 percent slopes	1.84	145	9.6	47
MID2	Miami silt loam, 12 to 20 percent slopes, eroded	1.76	115	7.6	40
GIB	Gilboa silt loam, 2 to 4 percent slopes	1.62	165	10.9	51
FpB2	Foresman silt loam, till substratum, 1 to 5 percent slopes, eroded	1.28	150	9.9	49
BbA	Barce silt loam, 0 to 2 percent slopes	0.56	155	10.2	51
GIA	Gilboa silt loam, 0 to 2 percent slopes	0.56	165	10.9	51
CpA	Conover silt loam, 0 to 3 percent slopes	0.14	160	10.6	51
Weighted Average			135.9	9	44.1

TERMS & CONDITIONS

AUCTIONEER: CHAD METZGER, IN AUCT. LIC. #AC31300015

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on February 19, 2014. At 6:30 PM, 164.45 acres, more or less, will be sold at the Benton County Country Club, Fowler, 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 Gary Bohlander at 765-794-0221, 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 have completed a perimeter survey and the exact total surveyed acres are 164.45 acres. 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.

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.

DEED: The Sellers will provide a Trustee's Deed at closing.

RESTRICTION: If Tract 3 sells separately from Tract 1, Tract 3 will grant an easement for Ingress/Egress to Tract 1.

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.

CRP: CRP Payments will be prorated to the day of deed recording, using the fiscal year of October 1 to September 30. The Buyers will receive all responsibility for the maintenance of the CRP land in the future. If any Buyer removes any acres from the CRP contract(s), that Buyer is solely responsible for repayment of all received payments, interest and penalties. The contract on .5 acre of waterway has an annual payment of \$111 and expires 9/30/23.

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

CLOSING: The closing shall be on or about March 31, 2014. The Sellers have the choice to change this date if necessary.

POSSESSION: Possession will be at closing.

REAL ESTATE TAXES: Real estate taxes for 2012 were \$2,300.24. The Sellers will pay the 2013 taxes due and payable in 2014. The Buyer(s) will pay the 2014 taxes due and payable in 2015 and all taxes thereafter.

DITCH ASSESSMENT: The ditch assessment is \$64.00. The Buyer(s) will pay the 2014 assessment – IF ANY - and any ditch assessments thereafter.

EXPENSES REIMBURSEMENT: The previous tenant has incurred \$11,266.16 of expenses for chemicals, fertilizer and fall tillage work. Thus, if a new owner does not lease the land to the previous tenant for 2014, each new owner will be responsible for reimbursing said tenant proportionately for the acreage he purchases. This reimbursement will be paid at the closing(s).

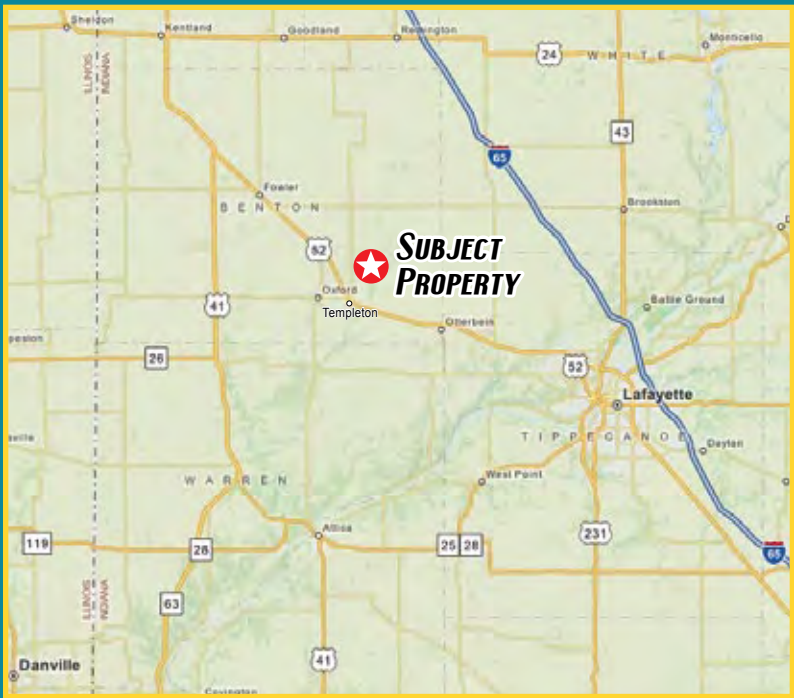
MINERAL RIGHTS: All mineral rights owned by the Sellers will be conveyed to the Buyer(s).

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, Metzger Property Services LLC 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(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. Conduct 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.



PLACE BID

Online Bidding is Available

