

AUCTION

**220[±] Acres
3 Tracts**

Franklin Township, Hendricks County

Monday, November 18th • 6:30 PM

Quality Farmland with Highway Frontage

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Quality Farmland with Highway Frontage

Sam Clark
317-442-0251
samc@halderman.com

Jim Clark
765-659-4841
jimc@halderman.com

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800.424.2324 | www.halderman.com

AUCTION

Franklin Township, Hendricks County

Monday, November 18th • 6:30 PM

**Dixie Chopper Conference Center
102 Ballard Lane • Greencastle, IN 46135**

**220[±] Acres
3 Tracts**

**207[±] Acres of Quality Tillable Land
with Highway Frontage**



Sam Clark
Noblesville, IN
317-442-0251
samc@halderman.com



Jim Clark
Frankfort, IN
765-659-4841
jimc@halderman.com



Online Bidding is Available

Owner: Hurst Family Trusts

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HLS# SFC-11301 (13)
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Property Details

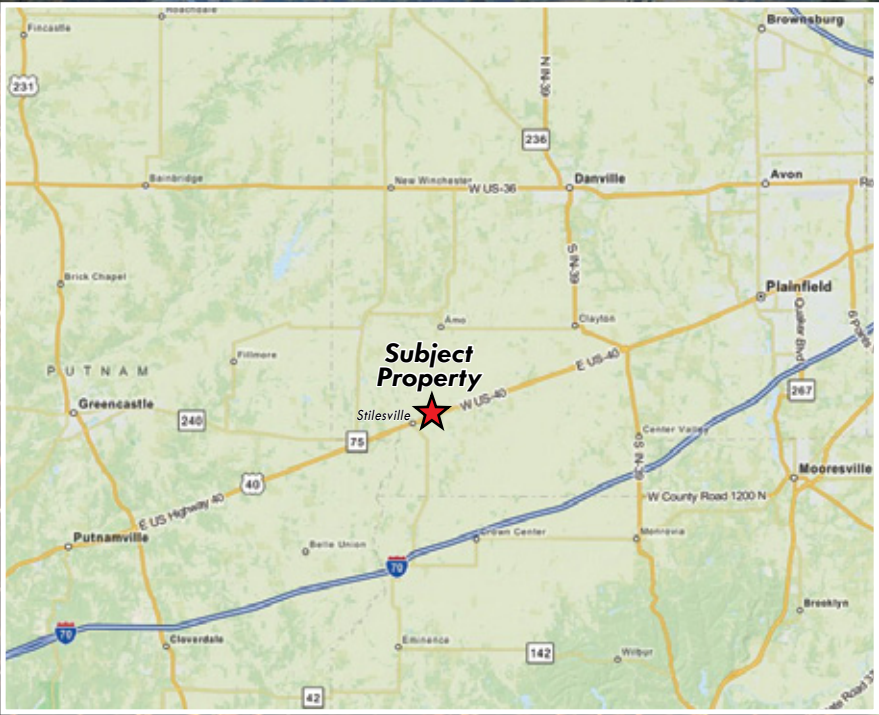
Location: East side of Stilesville, on the north and south sides of Highway 40

Zoning: Agricultural

Topography: Level to Gently Rolling

School District: Mill Creek Community School Corp.

Annual Taxes: \$5,641.76



Soils Information



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.				
Rn	Rensselaer clay loam	68.20	175	49
FcA	Fincastle silt loam, 0 to 3 percent slopes	54.31	165	54
Wh	Whitaker silt loam	25.77	155	51
Gn	Genesee silt loam	19.67	130	46
XeB2	Xenia silt loam, 2 to 6 percent slopes, eroded	13.38	150	53
RuB2	Russell silt loam, 2 to 6 percent slopes, eroded	11.60	149	52
Bs	Brookston silty clay loam	5.79	175	49
MsB3	Miami clay loam, 2 to 6 percent slopes, severely eroded	4.87	136	48
MeB2	Martinsville loam, 2 to 6 percent slopes, eroded	3.12	140	49
MmB2	Miami silt loam, 2 to 6 percent slopes, eroded	0.66	140	49
Weighted Average			161	50.7

Tract Details

TRACT 1: 67^{+/-} Acres, 61.5^{+/-} Tillable

TRACT 2: 103^{+/-} Acres, 99.4^{+/-} Tillable

TRACT 3: 50^{+/-} Acres, 46.5^{+/-} Tillable



AUCTIONEER: CHAD METZGER, IN Auct. Lic. #AC31300015

Terms & Conditions



METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on November 18, 2013. At 6:30 PM, 220.58 acres, more or less, will be sold at the Dixie Chopper Conference Center, Greencastle, 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.

ACREAGE: The acreages listed 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 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.

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 before December 31, 2013. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession will be at closing.

REAL ESTATE TAXES: Real estate taxes for 2012 were \$5,641.76. 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.

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. 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.