

**Owen Twp | Young Farm - Terms & Conditions:**

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on October 31, 2013. At 6:30 PM, 300.54 acres, more or less, will be sold at the Clinton County 4-H Community Building, 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.

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 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 Warranty 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 by December 16, 2013, or by January 7, 2014, with the date being chosen at the Sellers' option. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession will be at closing, subject to the tenant's rights to the 2013 crop.

REAL ESTATE TAXES: Real estate taxes for 2012 were \$8,445.34. 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.

BUYER'S PREMIUM: A Buyer's Premium of 2% will be charged.

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.

**HRES IN Auct. Lic. #AC69200019 Auctioneer: Chad Metzger, IN Auct. Lic. #AC31300015**

**Jackson Twp | Brogan Farm - Terms & Conditions:**

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on October 31, 2013. At 6:30 PM, 28.03 acres, more or less, will be sold at the Clinton County 4-H Community Building, Frankfort, 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 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 in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.

SURVEY: A survey of the property has already been completed. The farm is platted as a subdivision and is being sold as is with the current plat.

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. The 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). The 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 December 16, 2013. However, the Seller has the choice to change this date if necessary.

POSSESSION: Possession will be at closing, subject to the tenant's rights to the 2013 crop.

REAL ESTATE TAXES: Real estate taxes for 2012 were \$261.22. Seller will pay the 2013 taxes due and payable in 2014. Buyer(s) will pay the 2014 taxes due and payable in 2015 and all taxes thereafter.

BUYER'S PREMIUM: A Buyer's Premium of 2% will be charged.

DITCH ASSESSMENT: The 2013 ditch assessment was \$380.00. Buyer(s) will pay the ditch assessment beginning in 2014 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, Metzger Property Services LLC, 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, 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.

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**2 AUCTIONS**

**October 31, 6:30 PM**

**PRIME  
FARMLAND**

**PRIME  
FARMLAND**

**300.54<sup>±</sup> ACRES**

**Owen Township**

**28.03<sup>±</sup> ACRES**

**Jackson Township**

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**CLINTON COUNTY  
Jackson & Owen Twps**

**PLACE BID**

**Online Bidding  
is Available**



**2 AUCTIONS**

**CLINTON COUNTY**

**Thursday, October 31  
6:30 PM**

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**Owen Township**

**300.54<sup>±</sup> ACRES**

**4 TRACTS**

**Young Farm**

**Owners: John A. Petroskas, Jr.,**

**Elizabeth P. Robinson**

**& Suzanne L. Nelson**

**Jackson Township**

**28.03<sup>±</sup> ACRES**

**1 TRACT**

**Brogan Farm**

**Owner: Roselea R. Brogan**



**JIM CLARK**

**Frankfort, IN**

**765.659.4841**

**[jiimc@halderman.com](mailto:jiimc@halderman.com)**



**SAM CLARK**

**Frankfort, IN**

**317.442.0251**

**[samc@halderman.com](mailto:samc@halderman.com)**

**2**

**AUCTIONS**

**CLINTON COUNTY**

**PRIME  
FARMLAND**

**Thursday, October 31  
6:30 PM**

**CLINTON CO 4-H COMM BLDG**

**1701 S Jackson St**

**Frankfort, IN 46041**

**2% Buyers Premium**

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