

Center Township, Clinton County

Auction

Thursday, August 8 • 6:30 PM

Clinton County 4-H Community Bldg
1701 South Jackson Street
Frankfort, IN 46041

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**Quality Transitional Land
Good Income Potential**

32^{+/-} Acres • 3 Tracts

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Jim Clark
765.659.4841

Sam Clark
317.442.0251

HALDERMAN
REAL ESTATE
SERVICES
HLS# JTC-11250 (13)
800.424.2324 | www.halderman.com



Jim Clark
Frankfort, IN
765.659.4841
jimc@halderman.com



Sam Clark
Frankfort, IN
317.442.0251
samc@halderman.com

Owner: Martha J Leonard Estate

PLACE BID

Online Bidding is Available

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Property Details

LOCATION: On the south side of Frankfort, at the northwest corner of Alhambra Avenue and CR 200 S.

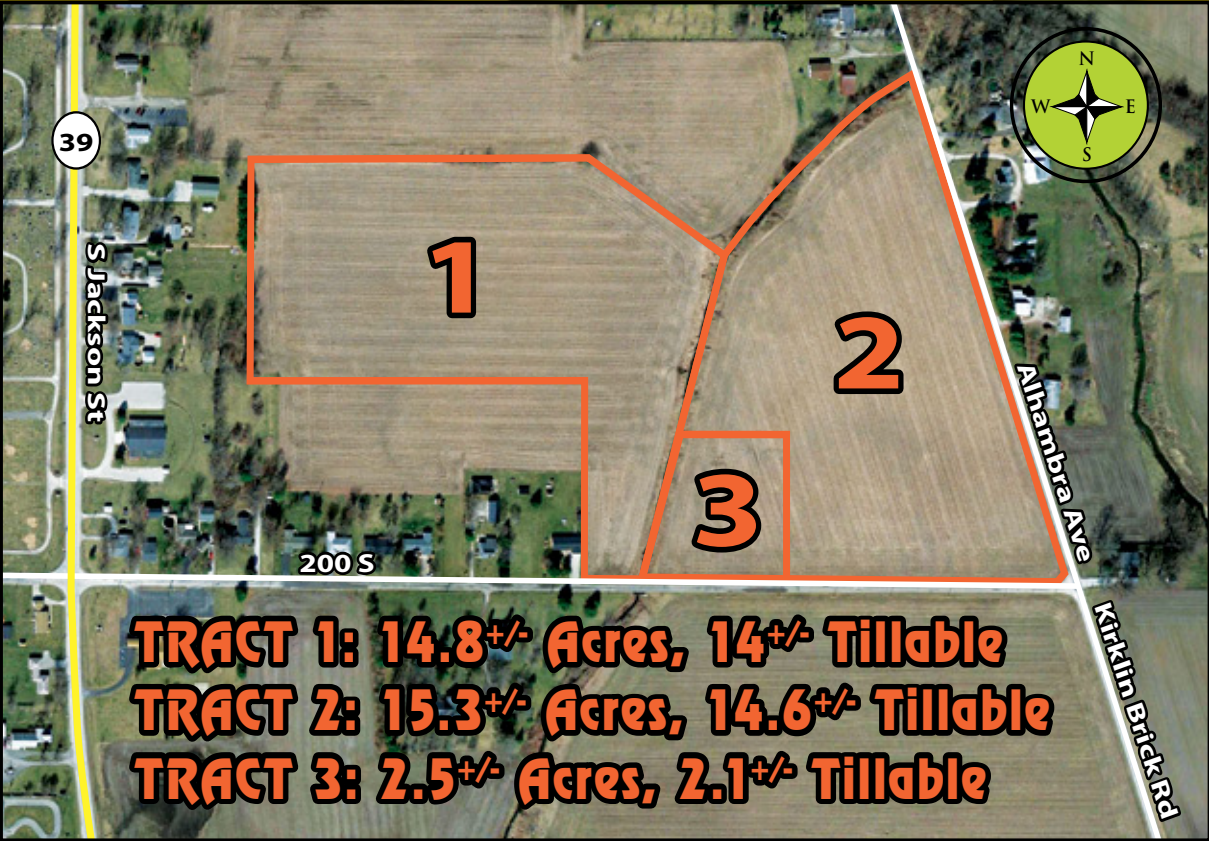
ZONING: R-2 Residential*

TOPOGRAPHY: Level to Gently Rolling

SCHOOL DISTRICT: Frankfort Community School Corporation

ANNUAL TAXES: \$1,104.00

DITCH ASSESSMENT: \$49.76



TRACT 1: 14.8+/- Acres, 14+/- Tillable
TRACT 2: 15.3+/- Acres, 14.6+/- Tillable
TRACT 3: 2.5+/- Acres, 2.1+/- Tillable

Tract #3 includes a cell tower lease with Verizon Wireless. The Buyer of Tract #3 will assume the tower lease and receive lease payments of \$750 monthly.**

Soils Information



Code	Soil Description Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.	Acres	Corn	Soybeans	Winter wheat
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	10	149	51	67
FcA	Fincastle silt loam, 0 to 2 percent slopes	9.4	165	54	74
Ma	Mahalasville silty clay loam	8.9	185	53	74
Ty	Treaty silt loam	2.4	185	53	74
Weighted Average		167		52.6	71.6

TERMS & CONDITIONS:

AUCTIONEER: CHAD METZGER, IN Auct. Lic. #AU10200057

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on August 8, 2013. At 6:30 PM, 32.6 acres, more or less, will be sold at the farm located 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 warrants 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 Personal Representative'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.

CLOSING: The closing shall be on or about September 20, 2013. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of land will be at closing, subject to harvest of the 2013 crop.

REAL ESTATE TAXES: Real estate taxes for 2012 were \$1,104.00. The Sellers will pay the 2012 taxes due and payable in 2013. The Buyer(s) will pay the 2013 taxes due and payable in 2014 and all taxes thereafter.

DITCH ASSESSMENT: The 2013 ditch assessment was \$49.76. The Buyer(s) will pay the 2014 ditch assessment and all ditch assessments thereafter.

CASH RENT INCOME: The Sellers will retain all 2013 cash rent income.

****CELL TOWER LEASE:** Tract #3 includes a cell tower lease with Verizon Wireless. The Buyer(s) of Tract #3 will assume the tower lease and receive lease payments of \$750 monthly which will be prorated to the date of closing.

***ZONING:** This farm is zoned R-2. Thus, if 20 or more acres are purchased, the Buyer may build one single family residence (subject to well and septic approval) without going through subdivision approval. However, if a Buyer wishes to build on any of the individual tracts which are smaller than 20 acres, they will then be subject to the subdivision ordinance and planning commission approval.

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, Chad Metzger Auctioneer 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.