# AUCTION

Boone Township, Cass County, IN

## 80+/- Total Acres - 2 Tracts

# Tillable Farmland & Woods



TRACT 1: 50.6+/- Total Acres Mostly Tillable

TRACT 2: 29.4+/- Total Acres Wooded

**LOCATION:** 3 miles northwest of Royal Center at the intersection of CR 900 N and CR 900 W

**ZONING:** Agricultural

TOPOGRAPHY: Level to Gently Rolling

SCHOOL DISTRICT: Pioneer Regional School Corp.

ANNUAL TAXES: \$1,212.28

DITCH ASSESSMENT: \$162.00

### November 6th · 6:30 PM

Royal Center Masonic Lodge 101 Kramer St · Royal Center, IN 46978



**LARRY JORDAN 765.473.5849** 

larryj@halderman.com



A.J. JORDAN 317.697.3086

ajj@halderman.com

Owner: Helen Ulfers

HALDERMAN

REAL ESTATE

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### November 6th · 6:30 PM 80+/- Acres - 2 Tracts Boone Twp, Cass Co, IN



Online Bidding is Available at www.halderman.com

### Tillable Farmland & Woods

### Soils Info



	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
Rn	Rensselaer loam, till substratum	38.9	175	49	70
СрА	Crosier loam, 0 to 3 percent slopes	6	155	51	70
Gg	Gilford loam, gravelly substratum	3.6	155	35	62
MkC	Metea loamy fine sand, 3 to 10 percent slopes	1.9	110	39	55
Weighted Average		168.6	47.8	68.8	



#### 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 November 6, 2012. At 6:30 PM, 80 acres, more or less, will be sold at

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on November 6, 2012. At 6:30 PM, 80 acres, more or less, will be sold at the Royal Center Masonic Lodge, Royal Center, 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 Larry Jordan at 765-473-5849 or A.J. at 317-697-3086, 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 PAPROVAL OF BIDS:

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.

CLOSING: The closing shall be on or about December 20, 2012. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession will be at closing subject to tenant's rights to harvest the 2012 crop.

REAL ESTATE TAXES: Real estate taxes for 2011 were \$1,212.28. The Seller will pay the 2012 taxes due and payable in 201

The Seller will pay the 2012 taxes due and payable in 2013. Buyer(s) will pay the 2013 taxes due and payable in 2014 and all taxes

DITCH ASSESSMENT: The ditch assessment for 2012 was \$162.00. Buyers will pay the ditch assessment beginning 2013 and all assessments 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, 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