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JIM CLARK Frankfort, IN 765.659.4841 jimc@halderman.com







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WILL BE AUCTIONED 1ST

## 105<sup>th</sup> ACRES 2 TRACTS

97.6<sup>+/-</sup> Tillable 3.3<sup>+/-</sup> Woods

LOCATION: On the northeast corner of the intersection of HWY 28 & CR 1000 E. SCHOOLS: Clinton Central ZONING: Agricultural TOPOGRAPHY: Level ANNUAL TAXES: \$2,236.14 DITCH ASSESSMENT: \$210.30





Online Bidding is Available at www.halderman.com



AUCTIONEER: MARK METZGER IN Auct. Lic. #AU01015313



| Weighted Average |   |       | 152.8 | 53.3     |
|------------------|---|-------|-------|----------|
| FdA              | Fincastle-Crosby silt loams, 0 to 3 percent slopes  | 0.7   | 125   | 44       |
| Sx               | Starks silt loam  | 4     | 135   | 47       |
| FcA              | Fincastle silt loam, 0 to 2 percent slopes  | 5.1   | 130   | 46       |
| Sc               | Sable-Drummer silty clay loams  | 38    | 155   | 54       |
| Sa               | Sable silty clay loam   | 57.2  | 155   | 54       |
| Code             | Soil Description Fsa borders provided by the Farm Service Agency as of May 23, 2008 Soils data provided by USDA and NRCS. | Acres | Corn  | Soybeans |

## AUCTION: NOVEMBER 15 @ 6:30 PM

Clinton County 4-H Community Building 1701 S Jackson St • Frankfort, IN 46041



WILL BE AUCTIONED 2<sup>ND</sup>

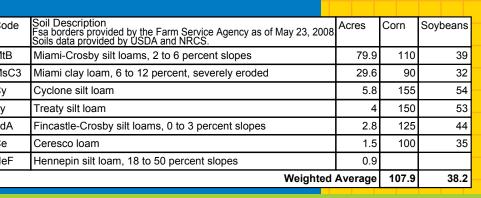
## 125<sup>th</sup> ACRES 4 TRACTS

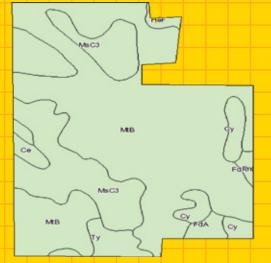
**117.1**<sup>+/-</sup> **Tillable** 

LOCATION: 3 miles north of Frankfort, along CR 380 N & CR 180 E. SCHOOLS: Frankfort & Clinton Central

ZONING: Agricultural
TOPOGRAPHY: Level - Gently Rolling
ANNUAL TAXES: \$2,467.14
DITCH ASSESSMENT: \$149.78

Tracts 1 & 2 are potential building sites per the Clinton County Area Plan Office. Buyer would be responsible for getting a single house subdivision approval and any other necessary permit requirements.





## **TERMS & CONDITIONS**

auction on November 15, 2011. At 6:30 P.M. EST, 105.15 acres, more or less, and 125.02 acres, more or less, will be sold at the Clinton County 4-H Community Building, in Frankfort, IN. These properties will be offered as one single unit, in tracts or in combinations. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Sellers, shall constitute a binding contract between the Buyers 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 765-64 4841 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 Buyers. 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, divide by the tract corresponding to the purchase of the purchase of

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

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

EVIDENCE OF TITLE: The Sellers will provide Owner's Title Insurance Policies to the Buyers. Each Buyer is responsible for a Lender's Policy, if needed. If a title is not marketable, then the purchase agreements are null and void prior to the closing and the Broker will return the Buyer's earnest money.

EASEMENTS: The sale of these properties are subject to any and all easements of record.

CLOSING: The closings shall be on or about December 22, 2011.

POSSESSION: Possession of land will be at closing

REAL ESTATE TAXES: Gossard Trust: Real estate taxes for 2010 were \$2,236.14. Kingery Trust: Real estate taxes for 2010 were \$2,467.14. At closings, the Sellers will give Buyers credit for the 2011 taxes due and payable in 2012. Buyers to pay the 2011 taxes due and payable in 2012.

DITCH ASSESSMENT: Gossard Trust: The ditch assessment in 2011 for was \$210.30. Kingery Trust: The ditch assessment for 2011 was \$149.78. Buyers to pay ditch assessments beginning 2012

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, Mark 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.

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, Buyers accept the property "AS IS," and Buyers assume all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Sellers and HRE 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.