

AUCTION

*Excellent Recreational
Property along the
Wabash River*

40^{+/-} Acres

**13.6^{+/-} Tillable • 15^{+/-} Woods
10.2^{+/-} CRP**

October 13th • 6:30 PM

Andrews Fire Station

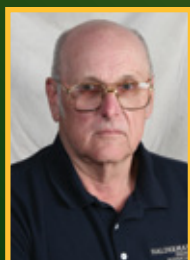
796 N. Main St.
Andrews, IN 46702



Online Bidding is Available



Jon Rosen
N. Manchester, IN
260-740-1846
jonr@halderman.com



Bill Earle
N. Manchester, IN
260-982-8351
bille@halderman.com

Owner: John D. Hull

HALDERMAN
REAL ESTATE
SERVICES

HLS# JRR-10701

800.424.2324 | www.halderman.com

PROPERTY INFO

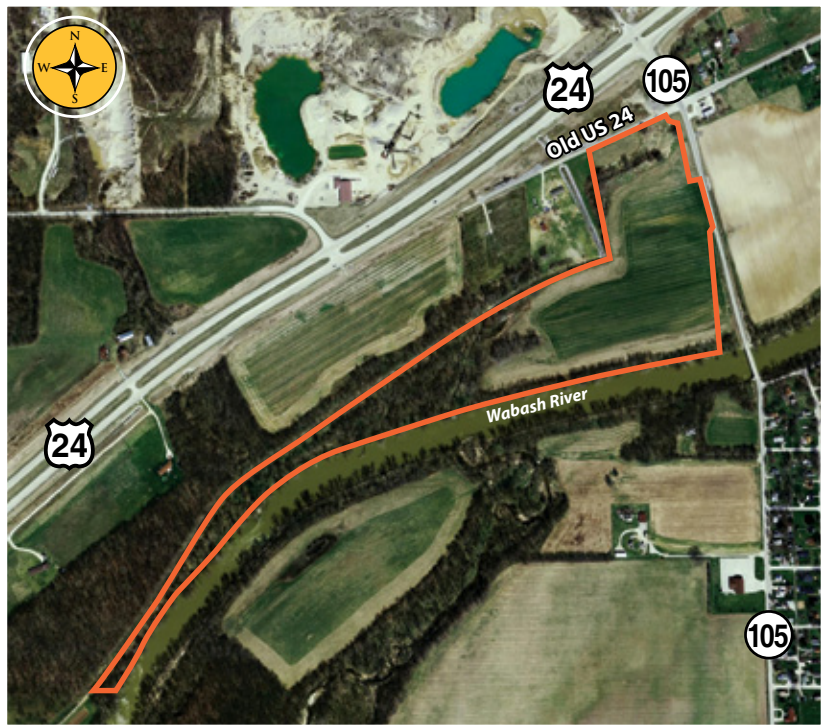
PROPERTY LOCATION: At the southwest corner of Old US 24 and SR 105.

TOPOGRAPHY: Level - Gently Rolling

ZONING: Agricultural

SCHOOLS: Huntington County Community School Corporation

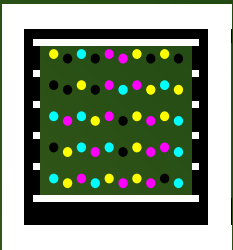
ANNUAL TAXES: \$577.96



- **GREAT FOR HUNTING DEER, WILD TURKEY, SQUIRREL & RACCOON**
- **HOME TO A BALD EAGLE'S NEST**
- **SITE OF THE FORMER WABASH-ERIE CANAL**

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AUCTIONEER: MARK METZGER, IN Auct. Lic. #AU01015313



TERMS & CONDITIONS

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on October 13, 2011. At 6:30 PM, 40.0 acres, more or less, will be sold at the Andrews Fire Station, Andrews, IN. This property will be offered as one single unit. Each bid shall constitute an offer to purchase and the final bid, when 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 Jon Rosen at 260-740-1846 or Bill Earle at 260-982-8351, 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 the tract, no new survey will be completed. If the existing legal description is not sufficient to obtain title insurance, 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. If a survey is completed, the purchase price for the surveyed tract 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 General Warranty Deed at closing.

EVIDENCE OF TITLE: The Sellers will provide an Owner's Title Insurance Policy to the Buyer(s). 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.

CRP: CRP payments will be prorated to the day of deed recording, using the fiscal year of October 1 to September 30. The Buyer(s) will receive all responsibility for the maintenance of the CRP land in the future. If any Buyer removes any acres from the CRP contract(s), that Buyer is solely

responsible for repayment of all received payments, interest and penalties. The CRP contract expires 9/30/12. Payment is \$132.50 per acre.

EASEMENTS: The sale of this property is subject to any and all easements of record.

CLOSING: The closing shall be on or about November 14, 2011. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of the cropland will be at closing subject to tenant's rights for completion of 2011 harvest.

REAL ESTATE TAXES: Real estate taxes for 2010 were \$577.96. The Seller will pay the 2011 taxes due and payable in 2012 and all previous taxes. Buyer(s) to pay the 2012 taxes due and payable in 2013 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, 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. 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 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.