

AUCTION

HOME & LAND • PERSONAL PROPERTY
DECEMBER 4, 2010 • 10:00 AM
ON-SITE: 4024 W 1550 N • MACY, IN 46951

OPEN HOUSES Nov. 20 • 2-4 PM | Nov. 24 • 4-6 PM



HOME DESCRIPTION:

1,334 SQ FT, 2 BEDROOMS, DINING ROOM, LIVING ROOM, KITCHEN,
FAMILY ROOM, UTILITY ROOM, OFFICE, PARTIAL BASEMENT, CENTRAL AIR

RURAL HOME • OUTBUILDINGS • WOODLANDS



**20^{+/-} TOTAL ACRES • 3^{+/-} TILLABLE • 12^{+/-} WOODED
HOME ON 5^{+/-} ACRES
ALLEN TOWNSHIP, MIAMI COUNTY, IN**

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OWNER: GLOVA MAE WEAVER



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PROPERTY MAPS

LOCATION: 14 MILES NORTH OF PERU, IN AND
7 MILES SOUTHEAST OF ROCHESTER, IN.
ZONING: AGRICULTURAL
TOPOGRAPHY: LEVEL
SCHOOL DISTRICT: NORTH MIAMI COMM. SCHOOLS



PERSONAL PROPERTY ITEMS:

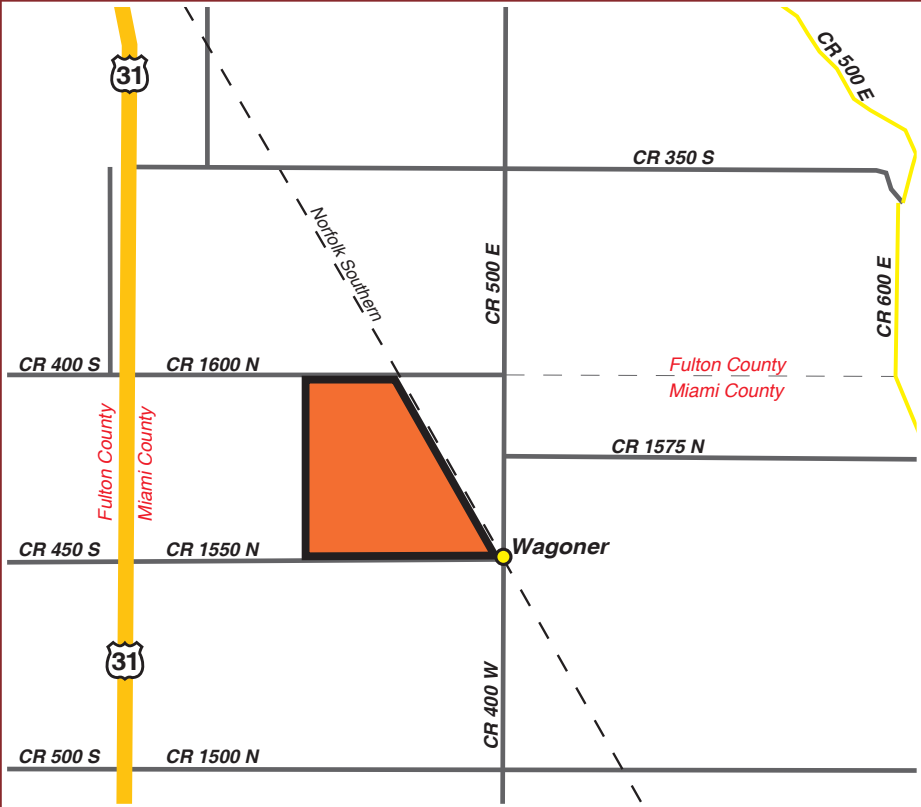
MOWERS - CAR TRAILER - MISC.
SIMPLICITY MOWER; BROADMOOR 18 HP. MOWER
W/42' DECK; CAR TRAILER; 2 WHEEL LAWN TRAILER;
FIBERGLASS STEP LADDER; TREE TRIMMERS; BAR
CLAMPS; FAN; SHOVELS; MAILBOX

HOUSEHOLD GOODS

DINING ROOM TABLE W/6 CHAIRS; GLASS FRONT
CABINET; HUTCH; MAYTAG WASHER & DRYER;
DISHWASHER; GIBSON REFRIGERATOR; UPRIGHT
FREEZER; TV; MICROWAVE; RECLINER/COUCH; CHEST OF
DRAWERS; NIGHT STAND; FULL SIZE BED W/PILLOW TOP
MATTRESS; END TABLES; WOOD ROCKER; WIND TUNNEL
SWEEPER; FILTER QUEEN SWEEPER; (2) WARDROBES;
STAND; MIRROR; SEWING MACHINES; CHAIRS; DESK;
(3) BAR STOOLS; FILE CABINET; UTILITY CABINET;
FOLDING CHAIR; ANNIVERSARY CLOCK; ALUMINUM
BOWLS; SILVERWARE; GLASSES; CORELWARE; BOOKS;
OVENWARE; SMALL ELECTRICAL APPLIANCES; POTS &
PANS; DISHES; CANNING MISC. PRESSURE CANNER;
JARS; COOKING UTENSILS; LAMPS; BEDDING; TOWELS;
GAMES; JEWELRY BOX

ANTIQUES & COLLECTIBLES

3 PC. BEDROOM SUITE; CEDAR CHEST; LAMP STAND;
HEN ON NEST; (2) OIL LAMPS; LINENS; ANNIVERSARY
CLOCK; TABLECLOTHES; COOKBOOKS



TERMS & CONDITIONS

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

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on December 4, 2010. At 10:00 AM, 20 acres will be offered at 4024 W 1550 N, in Macy, IN. This property will be offered as one total 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 Mark Metzger 260-982-8064 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 will be completed, the cost of which will be shared 50/50 by the Seller and the Buyer(s). The Seller 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.

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. All 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 Personal Representative's Deed at closing.

EVIDENCE OF TITLE: The Seller 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 on or about December 27, 2010. The Seller has the choice to extend this date if necessary.

POSSESSION: At Closing.

MINERAL RIGHTS: All mineral rights owned by the Seller will be conveyed to the Buyer(s).

REAL ESTATE TAXES: Estimated real estate taxes for 2009 due and payable in 2010 were \$1,786.90. Seller will pay the 2010 taxes, due in 2011. Buyer(s) to pay the 2011 taxes due and payable in 2012 and all taxes thereafter, along with any and all assessments.

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, Mark Metzger Auctioneer 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 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, 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.