

3 Auctions

ONLINE ONLY AT HALDERMANAUCTION.COM

Bidding Opens: November 6th 8 a.m.

Bidding Closes: November 8th 5 p.m.



Potential Building Sites • Farmland • Woods



43.73± Total Acres - 2 Tracts

9.08± Tillable, 21.47± Wooded,
10± Non-Tillable, 3.18± Other

Tract 1: 39.4± Acres

9.08± Tillable, 17.14± Wooded,
3.18± Other

Tract 2: 4.33± Acres - All Wooded

Taxes: \$701.34



7.193± Total Acres

Mostly Wooded

Taxes: \$31.90

Ditch Assessment: \$9



3.04± Total Acres - 2 Tracts

All Potential Building Sites

Tract 1: 0.59± Acres

Tract 2: 2.45± Acres

Taxes: \$1,175.96

Details for All Properties

Location

On the northwest edge of Elkhart, Indiana

Zoning

Agricultural, Residential

Topography

Gently Rolling

Schools

Elkhart Community Schools

AJ Jordan
Peru, IN

317.697.3086
ajj@halderman.com



Larry Jordan
Peru, IN

765.473.5849
lj@halderman.com



Owner: CLD,LLC; Josephine Cooper;
Sportsman Enterprises



HALDERMAN
REAL ESTATE & FARM MANAGEMENT
HLS# AJJ-12246

800.424.2324 | halderman.com



Cleveland Twp • Elkhart County

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43.73[±] Acres • 7.193[±] Acres • 3.04[±] Acres



Online Bidding Available



Terms & Conditions

AUCTIONEER: TONI L. BENYSH, IN Auct. Lic. #AU19400019

PLEASE READ AND REVIEW THE REAL ESTATE TERMS THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS, DO NOT BID. BY BIDDING ON THE PROPERTY, BUYER AGREES TO ALL TERMS AND CONDITIONS SET FORTH AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS:

ONLINE BIDDING: AUCTION DATE / TIME: Bidding begins: November 6, 2018 @ 8:00 AM EST; Bidding closes: November 8, 2018 @ 5:00 PM EST (**See AUCTION END TIMES).

UPON CONCLUSION OF THE AUCTION: The Winning Bidder will be emailed a Real Estate Contract to print and is required to fully and correctly complete and properly sign without any modifications. Bidder is to return the completed, signed contract to Halderman Real Estate Services, Inc. by email, fax, certified mail or delivered in person by 4:00 PM of the day following the auction. Along with the completed, signed contract, the Winning Bidder will be required to send the specified non-refundable earnest money deposit as stated in the property description. This non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer as part of the purchase price of the property. Wire transfer instructions and escrow agreement forms will be provided to the Buyer along with the contract after the auction. Purchaser shall be responsible for all wire transfer fees.

Successful bidders not executing and returning the completed contract and earnest money deposit by 4:00 PM the day after the auction will be considered in default. Such default by the Successful Bidder will result in that Bidder's liability to both the Seller and Halderman Real Estate Services, Inc. Seller shall have the right to (a) declare this contractual agreement cancelled and recover full damage for its breach, (b) to elect to affirm this contractual agreement and enforce its specific performance or (c) Seller can resell the property either publicly or privately with Halderman Real Estate Services, Inc. and in such an event, the Buyer shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and Halderman Real Estate Services, Inc. In addition, Halderman Real Estate Services, Inc. also reserves the right to recover any damages separately from the breach of the Buyer.

Both the Successful Bidder and Seller shall indemnify Halderman Real Estate Services, Inc. for and hold harmless Halderman Real Estate Services, Inc. from any costs, losses, liabilities, or expenses, including attorney fees resulting from Halderman Real Estate Services, Inc. being named as a party to any legal action resulting from either Bidders or Sellers failure to fulfill any obligations and undertakings as set forth in this contractual agreement.

REAL ESTATE TERMS:

- **TERMS OF SALE:** 10% earnest deposit down with the executed contract, balance due at closing. Your purchase is not subject financing.
- **DATE OF CLOSING:** The closing will take place on or before December 21, 2018.
- **POSSESSION:** At closing.
- **REAL ESTATE TAXES:** The Sellers will pay real estate taxes for 2018 due 2019. Buyer will be given a credit at closing for the 2018 real estate taxes due 2019 and will pay all taxes beginning with the spring 2019 installment and all taxes thereafter.
- **DITCH ASSESSMENT:** Buyer will pay the 2019 ditch assessment.
- **NO CONTINGENCIES:** This Real Estate contract is not contingent on or subject to Buyer's financing, appraisal, survey or inspections of any kind or any other contingencies as agreed to by bidders at registration prior to bidding.
- **SURVEY:** There will be no survey unless required for clear title. If a survey is completed for title purposes, the cost will be split 50/50 between the seller and the buyer. 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 price bid for the tract, divided by the tract acreage estimated in the auction brochure.
- **TITLE:** Buyer is entitled to and the Seller will provide clear, insurable title for property and a General Warranty Deed upon full payment.
- **ZONING AND EASEMENTS:** Property is being sold subject to any and all easements of record. Property is subject to all state and local zoning ordinances.
- **AERIAL PHOTOS, Images and Drawings:** are for illustration purposes only and not surveyed boundary lines unless specified.
- **AGENCY:** Halderman Real Estate Services, Inc. is the Agent and Representative of the Seller.
- **CONDITION OF PROPERTY:** Property is sold 'AS IS, WHERE IS' condition. Halderman Real Estate Services, Inc, the Sellers nor their representatives, agents, or employees make express or implied warranties or representations of any kind. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding on the subject property. All information presented in the brochure, website, and all other mediums is subject to verification by all parties relying on it. All sketches and dimensions are approximate. No liability for its accuracy, errors, or omissions is assumed by the Seller, Halderman Real Estate Services, Inc. or their Agents or Representatives. Buyer and or Bidder agrees to hold harmless and indemnify Halderman Real Estate Services, Inc. and their Agents and their Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.
- **DISCLAIMER:** All information included herein was derived from sources believed to be correct, but is not guaranteed.
- **NEW DATA, CORRECTIONS, and CHANGES:** Please check for updated information prior to scheduled auction time to inspect any changes, corrections, or additions to the property information.

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• CONDITION OF PROPERTY: Property is sold 'AS IS, WHERE IS' condition. Halderman Real Estate Services, Inc, the Sellers nor their representatives, agents, or employees make express or implied warranties or representations of any kind. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding on the subject property. All information presented in the brochure, website, and all other mediums is subject to verification by all parties relying on it. All sketches and dimensions are approximate. No liability for its accuracy, errors, or omissions is assumed by the Seller, Halderman Real Estate Services, Inc. or their Agents or Representatives. Buyer and or Bidder agrees to hold harmless and indemnify Halderman Real Estate Services, Inc. and their Agents and their Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.

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NEW DATA, CORRECTIONS, and CHANGES: BIDDING AND REGISTRATION INFORMATION

BIDDER VERIFICATION: Bidding rights are provisional, and if identity verification is questionable, Halderman Real Estate Services, Inc. has the right to reject the registration, and bidding activity will be terminated.

THE SELLER AND HALDERMAN REAL ESTATE SERVICES, INC. RESERVE THE RIGHT TO PRECLUDE ANY PERSON FROM BIDDING IF THERE IS ANY QUESTION AS TO THE PERSON'S CREDENTIALS, MENTAL FITNESS, ETC. BIDDERS AGREE TO KEEP THEIR USERNAME AND PASSWORD CONFIDENTIAL AS THEY ARE RESPONSIBLE FOR ANY AND ALL ACTIVITY INVOLVING THEIR ACCOUNT. IF THE REGISTERED BIDDER'S USER NAME IS OFFENSIVE TO HALDERMAN REAL ESTATE SERVICES, INC. OR IN THEIR SOLE OPINION DETRIMENTAL TO BIDDING ACTIVITY, THEN HALDERMAN REAL ESTATE SERVICES, INC. RESERVES THE RIGHT TO DELETE THE BIDDER FROM BIDDING OR UNILATERALLY CHANGE THE USERNAME WITH NOTIFICATION TO THE BIDDER. WHEN USING THE WEB SITE YOU MUST OBEY ANY AND ALL LOCAL, STATE AND FEDERAL LAWS. VIOLATIONS WILL RESULT IN TERMINATION OF WEB SITE USE PRIVILEGES.

****AUCTION END TIMES:** Halderman Real Estate Services, Inc. online only auctions are timed events and all bidding will close at specified time. However, our auctions also have what is called an 'Auto Extend' feature. Any bid placed within the final 5 minutes of an auction results in the auction automatically extending 5 additional minutes. The bidding will extend in 5 minute increments from the time the last bid is placed until there are no more bids, and the lots sit idle for 5 minutes. Therefore, the auction will not close until all bidding parties are satisfied and no one can be outbid at the last second without having another opportunity to bid again.

TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Halderman Real Estate Services, Inc. reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Halderman Real Estate Services, Inc. shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

CONDUCT OF THE AUCTION: The minimum bid increase will be \$1,000. Haldeman Real Estate Services, Inc. reserves the right to reject any and all bids for any reason and also reserves the right to cancel this auction, or remove any item or lot from this auction prior to the close of bidding. All decisions of Haldeman Real Estate Services, Inc. are final.

YOUR BID ON THIS AUCTION INDICATES BOTH AN UNDERSTANDING AND AN ACCEPTANCE OF THE TERMS OF THIS CONTRACTUAL AGREEMENT BETWEEN YOURSELF AND BOTH THE SELLER AND HALDERMAN REAL ESTATE SERVICES, INC. AND THAT YOU, AS THE BIDDER, ARE PREPARED TO PURCHASE THE PROPERTY UNDER THE TERMS AND CONDITIONS OF THIS AUCTION.