

AUCTION

November 9th | 6:30 pm ET

QUALITY
FARMLAND
3 TRACTS

Wells County 4-H Park
1240 4H Park Road | Bluffton, IN 46714

Terms and Conditions

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES), IN Auct. Lic. #AC69200019 will offer this property, commonly known and which may be hereinafter referred to as "the Wells County Farm", containing 235 acres, more or less, for sale at public auction on November 9, 2021, at 6:30 PM, at the Wells County 4H Park Community Center, 1245 4-H Park Road, Bluffton, Indiana 46714. This property will be offered in three tracts as individual units, in combination or as a whole farm. 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. Bids for this property will be received, beginning on October 8, 2021, until noon on November 9, 2021, at the office of the Auditor of Wells County, Indiana, 102 West Market Street, Suite 205, Bluffton, Indiana 46714, whose office is located on the second floor of the Wells County Courthouse, 102 West Market Street, in Bluffton, Indiana; or alternatively, to place a confidential phone, mail or wire bid, please contact Rick Johnloz at 260-827-8181, 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.

ZONING AND EASEMENTS: This property is being sold subject to any and all easements of record. This property is subject to all state and local zoning ordinances.

SURVEY: The Seller reserve the right to determine the need for and type of survey provided. If an existing legal description is adequate for obtaining 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 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. 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.

FARM INCOME: Seller will retain the 2021 farm income.

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 reserve the right to accept or reject any and all bids. The sale of this property is subject to the approval of the Wells County Council. This property may not be sold or transferred to a person who is ineligible under IC 36-1-11-16. 11. If a bid for this property is submitted by a trust as defined in IC 30-4-1-4(a), the bidder must identify (a) each beneficiary of the trust, and (b) each settlor empowered to revoke or modify the trust.

UPON CONCLUSION OF THE AUCTION: Successful bidders must execute purchase agreements on tracts exactly as they have been bid. All successful live auction bidders must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding. Any winning online auction bidder will be emailed a purchase agreement to print and is required to fully and correctly complete and properly sign the purchase agreement without any modifications. Any winning online auction bidder is to return the completed, signed purchase agreement 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 purchase agreement, the winning bidder will be required to send the specified non-refundable earnest money deposit as stated in the purchase agreement.

DEED: The Seller will provide a Warranty 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

For the complete terms and conditions of the auction and sale, please see the "Upcoming Events" on the Wells County website at <https://wellscounty.org/> money.

BUYER'S PREMIUM: The buyer's premium will be 1% of the purchase price.

CLOSING: The closing shall be on or before December 9, 2021. The Seller have the choice to extend this date if necessary.

POSSESSION: Possession of this property will be delivered at closing.

REAL ESTATE TAXES: The Seller will pay real estate taxes for 2021, due 2022. Buyer will be given a credit at closing for the 2021 real estate taxes due 2022 and will pay all taxes beginning with the spring 2022 installment and all taxes thereafter.

DITCH ASSESSMENTS: Buyer(s) will pay the 2022 ditch assessment and all assessments thereafter.

MINERAL RIGHTS: All mineral rights owned by the Seller 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 this property. Further, Seller disclaim any and all responsibility for bidder's safety during any physical inspections of this property. No party shall be deemed to be invited to this property by HRES or the Seller.

AGENCY: Halderman Real Estate Services Inc., Russell D. Harmeyer, 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 Seller 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. This property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning this 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 this property. Except for any express warranties set forth in the sale documents, Buyer(s) accepts this 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 this 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.

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. Halderman 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 Halderman 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.

QUALITY FARMLAND
POTENTIAL BUILD SITE (TRACT 3)

WELLS CO | HARRISON TWP

235.37⁺/- total
acres

3 TRACTS

AUCTION

November 9th | 6:30 pm ET

Wells County 4-H Park
1240 4H Park Road | Bluffton, IN 46714

231⁺/-
TILLABLE
ACRES

HALDERMAN
REAL ESTATE & FARM MANAGEMENT
800.424.2324 | halderman.com

FARM: Wells County Farm, HLS# RAJ-12695 (21)



Rick Johnloz
260.827.8181
rickj@halderman.com



DOWNLOAD THE
HALDERMAN APP

Instant directions to
property tracts and
auction details.



235.37+/-
total acres

PROPERTY LOCATION
1-2 miles South and East
of Bluffton

ZONING
Agricultural

TOPOGRAPHY
Level

SCHOOL DISTRICT
Bluffton Harrison Metropolitan
School District

ANNUAL TAXES
Tract 1: \$1,907
Tracts 2 & 3: \$1,789

DITCH ASSESSMENT
Tract 1: \$153
Tracts 2 & 3: \$241



TRACT 1



116.57+/- Acres
116.11+/- Tillable • 0.46+/- Non-Tillable
Parcel ID: 90-08-22-100-003.000-003

TRACT 2



115.98+/- Acres
115.1+/- Tillable • 0.88+/- Non-Tillable
Part of Parcel ID: 90-08-23-300-001.000-003

TRACT 3



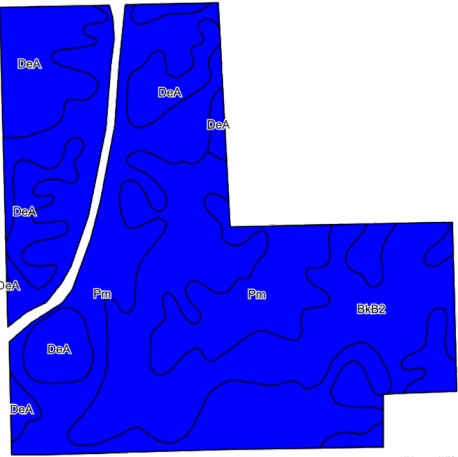
2.83+/- Acres
2.0+/- Other • 0.83+/- Non-Tillable
Part of Parcel ID: 90-08-23-300-001.000-003

POTENTIAL BUILDING SITE

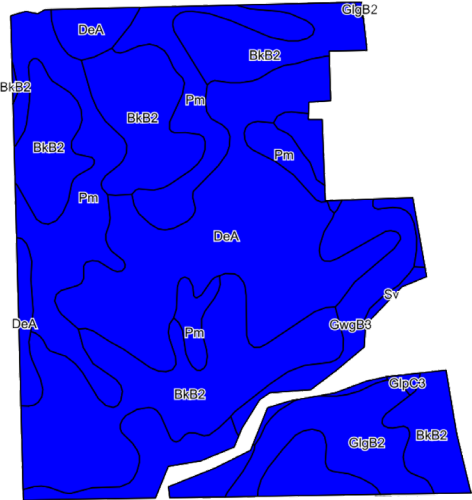
ONLINE BIDDING IS
ALSO AVAILABLE!
TO PLACE A BID,
download the
Halderman App or
visit **halderman.com**. Be sure
to register prior to the auction.



AUCTION CONDUCTED BY: RUSSELL D. HARMEYER, IN
Auct. Lic. #AU10000277, HRES IN Lic. #AC69200019



TRACT 1 SOIL MAP				
SOIL DESCRIPTION		ACRES	CORN	SOYBEANS
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	56.48	157	47
BkE2	Blount-Del Rey silt loams, 1 to 4 percent slopes, eroded	38.29	122	40
DeA	Del Rey-Blount silt loams, 0 to 1 percent slopes	21.34	126	41



TRACT 2 SOIL MAP				
SOIL DESCRIPTION		ACRES	CORN	SOYBEANS
BkE2	Blount-Del Rey silt loams, 1 to 4 percent slopes, eroded	46.42	122	40
DeA	Del Rey-Blount silt loams, 0 to 1 percent slopes	30.40	126	41
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	27.01	157	47
GlgB2	Glynwood silt loam, ground moraine, 1 to 4 percent slopes, eroded	7.35	123	42
GwgB3	Glynwood-Mississinewa clay loams, ground moraine, 3 to 8 percent slopes, severely	6.38	120	40
Sv	Sloan silty clay loam, 0 to 1 percent slopes frequently flooded	0.40	134	47
GlpC3	Glynwood clay loam, 6 to 12 percent slopes, severely eroded	0.25	112	29

