

PRODUCTIVE FARMLAND

LAPORTE CO • PLEASANT TWP

76^{+/-} total acres

This auction coincides with another Halderman Auction on January 23 for a special double auction in one night! Check out the Replogle Auction at halderman.com/property-listings.



January 23rd | 6:30 pm CT AUCTION

LAPORTE CO FAIRGROUNDS 2581 West SR 2 | LaPorte, IN 46350

PROPERTY LOCATION

East 300 South and US 35 in LaPorte, IN 46350

SCHOOL DISTRICT

LaPorte Community School Corporation

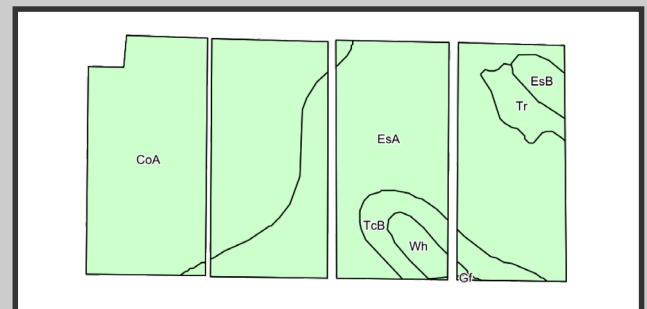
ZONING

R-1

TOPOGRAPHY

Level

75.0^{+/-} Tillable | 1.0^{+/-} Non-Tillable



SOIL DESCRIPTION		ACRES
EsA	Elston loam, 0 to 2 percent slopes	33.64
CoA	Coupee silt loam, 0 to 2 percent slopes	32.06
TcB	Tracy sandy loam, 2 to 6 percent slopes	4.01
Tr	Troxel silt loam	2.16
Wh	Washtenaw silt loam	1.60
EsB	Elston loam, 2 to 6 percent slopes	1.44
Gf	Gilford fine sandy loam, 0 to 1 percent slopes	0.09

FARM: Jane Nicholson Living Trust, HLS# JAM-12864 (22)



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AUCTION LOCATION

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Terms and Conditions

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on January 23, 2023. At 6:30 PM CST, 76 acres, more or less, will be sold at the LaPorte County Fairground, 2581 West SR 2, LaPorte, IN 46350. Each bid shall constitute an offer to purchase and the final bid, if 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 Julie Matthys at (574)310-5189 or Larry Smith at (219)716-4041 at least two days prior to the sale.

APPROVAL OF BIDS: The Sellers reserve the right to accept or reject any and all bids.

UPON CONCLUSION OF THE AUCTION: All successful bidders must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding. A Winning ONLINE Bidder will be emailed a Real Estate Contract to print and is required to fully and correctly complete and properly sign, without any modifications. The Winning Bidder is to return the completed, signed contract to Halderman Real Estate Services, Inc. by email, 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. 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. Successful bidders must execute purchase agreements on tracts exactly as they have been bid. 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.

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.**

ACREAGE: The acreages listed in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.

CLOSING: The closing shall be on or before March 15, 2023. The Sellers have the choice to extend this date if necessary.

POSSESSION: Possession of land will be at closing.

REAL ESTATE TAXES: The real estate taxes will be prorated to the date of closing.

DITCH ASSESSMENT: The ditch assessments will be prorated to the date of closing.

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 price bid for the tract, divided by the tract acreage estimated in the auction brochure.

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

EVIDENCE OF TITLE: The Sellers 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.

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

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 Inc., Russell D. Harmeyer, 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 Sellers or HRES. No environmental audit has been made, nor will one be made. 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, Sellers 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 Sellers 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 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.

AUCTION CONDUCTED BY: RUSSELL D. HARMEYER,
IN Auct. Lic. #AU1000277, HRES IN Lic. #AC69200019

ONLINE BIDDING IS ALSO AVAILABLE

TO PLACE AN ONLINE BID, download the Halderman App or visit halderman.com. Please register prior to the auction.

