

# Live Auction with Online Bidding 256.964 Acres

Clinton County, IN

## Online Bidding

[acrepro.auctioneersoftware.com](https://acrepro.auctioneersoftware.com)

## Learn More

For more information, contact Neal Herr.

Clinton County farm offered in 4 tracts, a whole, or any combination thereof. Primarily made up of Fincastle soil type. The farm is lease free for the 2025 crop year with no reimbursements required. Every tract has excellent road frontage. Tracts 1 and 2 were planted to corn in the the 2024 crop year and tracts 3 and 4 were planted to soybeans in the 2024 crop year. The entire offering is 89% tillable.



**NEAL HERR**

Land Broker  
(765)-437-9468  
[neal.herr@acrepro.com](mailto:neal.herr@acrepro.com)



**KYLE RULE**

Designated Managing Broker  
(765) 586-3428  
[kyle.rule@acrepro.com](mailto:kyle.rule@acrepro.com)



**KYLE SPRAY**

Land Broker  
(765) 775-6502  
[kyle.spray@acrepro.com](mailto:kyle.spray@acrepro.com)

**acrePRO** | MIDWEST  
FARM GROUP



# Property Introduction

**256± Acres**

Clinton County, IN

ONLINE BIDDING OPENS

**March 10th, 2025 @  
10:00 AM EST**

IN PERSON BIDDING OPENS

**March 11th, 2025 @  
6:00 PM EST**

**New Journey Farms**

**2181 S 800 E Lafayette,  
IN 47905**

Tract 1 | 68.482 Acres

Tract 2 | 68.482 Acres

Tract 3 | 80± Acres

Tract 4 | 40± Acres

**Total | 256.964 Acres**



**acrePRO**

**MIDWEST  
FARM GROUP**

TRACT 4

2



# Tract 1 & 2 Overview



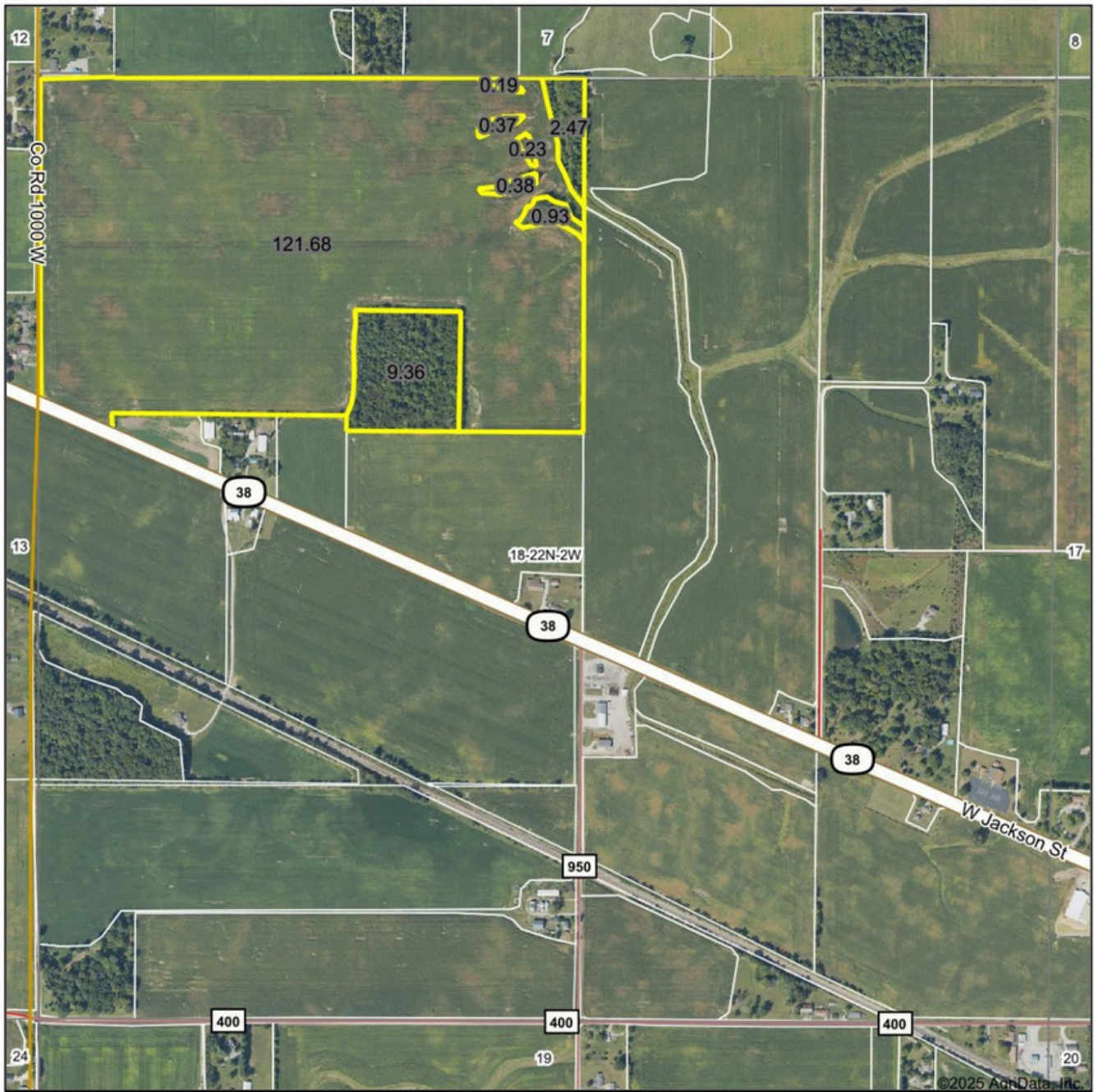
**Tract 1: 68.482 Acres**

**Tract 2: 68.482 Acres**

**Driving Directions:** Drive west on St Rd 38 out of Mulberry, IN to Co Rd 1000W (Clinton, Tippecanoe County Line) the farm is located on the Northeast corner of St Rd 38 and Co Rd 1000W.



### Aerial Map



Boundary Center: 40° 21' 23.86, -86° 41' 21.7

0ft	871ft	1743ft
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18-22N-2W  
Clinton County  
Indiana



1/20/2025

Maps Provided By:

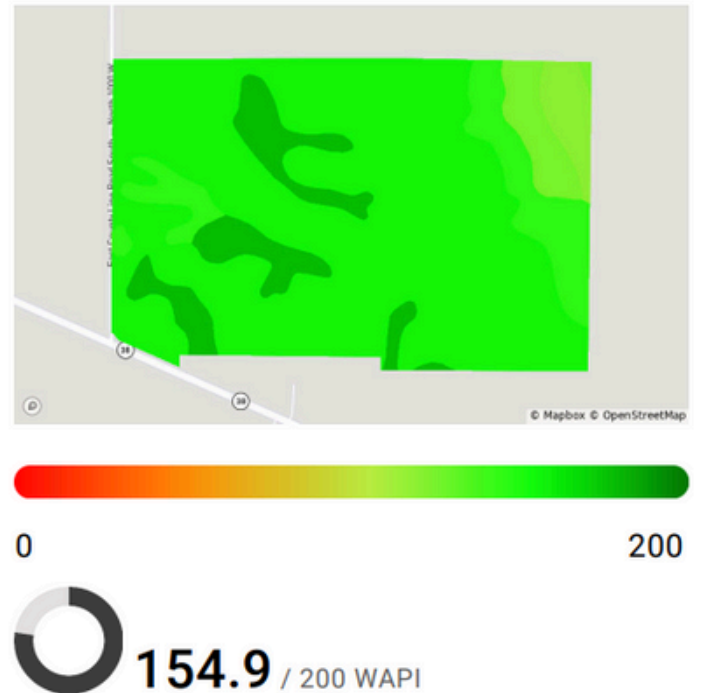
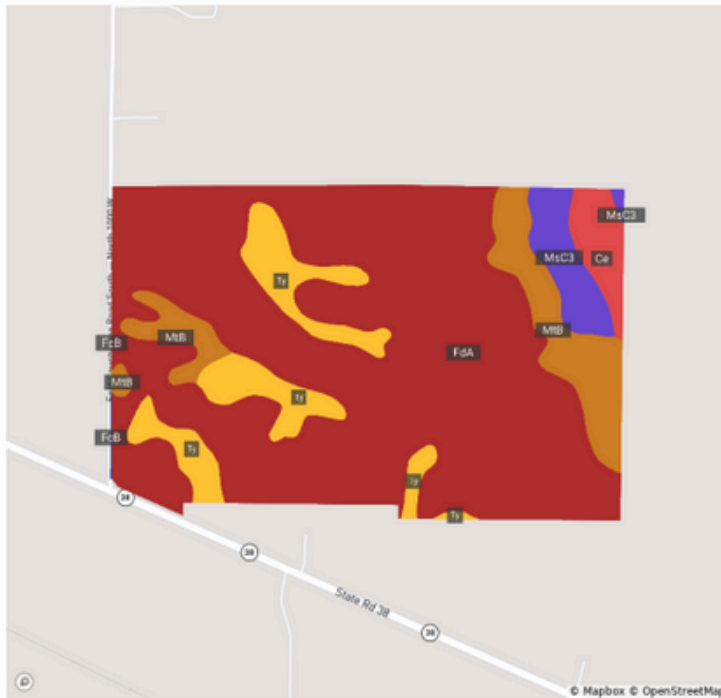
 **surety**<sup>®</sup>  
CUSTOMIZED ONLINE MAPPING

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Field borders provided by Farm Service Agency as of 5/21/2008.



# Tract 1 & 2 Soils



Code	Soil Description	Acres	% of Field	Non-IRR Class	IRR Class	WAPI
FdA	Fincastle-Crosby silt loams, 0 to 2 percent slopes	100.7	73.1%	2w	—	156.0
Ty	Treaty silt loam, 0 to 2 percent slopes	13.9	10.1%	2w	—	177.0
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	13.5	9.8%	2w	—	146.9
MsC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	5.4	4.0%	4e	—	125.6
Ce	Ceresco loam	4.1	3.0%	3w	—	120.0
FcB	Fincastle-Crosby complex, 1 to 3 percent slopes	0.0	0.0%	2e	—	160.6
CwB2	Crosby-Miami silt loams, 2 to 4 percent slopes, eroded	0.0	0.0%	2e	—	137.8



# Tract 1 & 2 FSA

Operator Name : **ELWOOD HUBBARD FARM INC**  
 CRP Contract Number(s) : 11196  
 Recon ID : 18-023-2017-67  
 Transferred From : None  
 ARCPLC G/I/F Eligibility : Eligible

## Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
135.52	121.63	121.63	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	121.03	0.00			0.60	0.00	0.00	0.00

## Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SOYBN	None

## DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	10.50	0.00	71	
Corn	62.80	0.00	154	
Soybeans	47.70	0.00	52	
<b>TOTAL</b>	<b>121.00</b>	<b>0.00</b>		

## NOTES

Tract Number : 2865

Description : A4/1A 500N & HWY 38  
 FSA Physical Location : INDIANA/CLINTON  
 ANSI Physical Location : INDIANA/CLINTON  
 BIA Unit Range Number :  
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
 Wetland Status : Tract contains a wetland or farmed wetland  
 WL Violations : None  
 Owners :  
 Other Producers :  
 Recon ID : None

## Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
135.52	121.63	121.63	0.00	0.00	0.00	0.00	0.0



INDIANA  
CLINTON  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6594  
Prepared : 1/21/25 12:59 PM CST  
Crop Year : 2025

Tract 2865 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	121.03	0.00	0.60	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	10.50	0.00	71
Corn	62.80	0.00	154
Soybeans	47.70	0.00	52

**TOTAL** 121.00 0.00

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.



**USDA Farm 6594 Tract 2865**  
 Administered by: Clinton County, Indiana

Map prepared on: 10/16/2024  
 135.52 Tract acres  
 121.63 Cropland acres  
 0.6 CRP acres

CRP  
 CLU

**Wetland Determination Identifiers:**  
 Restricted Use **TRS: 22N2W18**  
 Limited Restrictions **Clinton**  
 Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2024-09-13 07:45:57



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
4	0.6	N	2	11196	8A	30	Y	
17	121.03	N	2				Y	

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# Tract 3 Overview

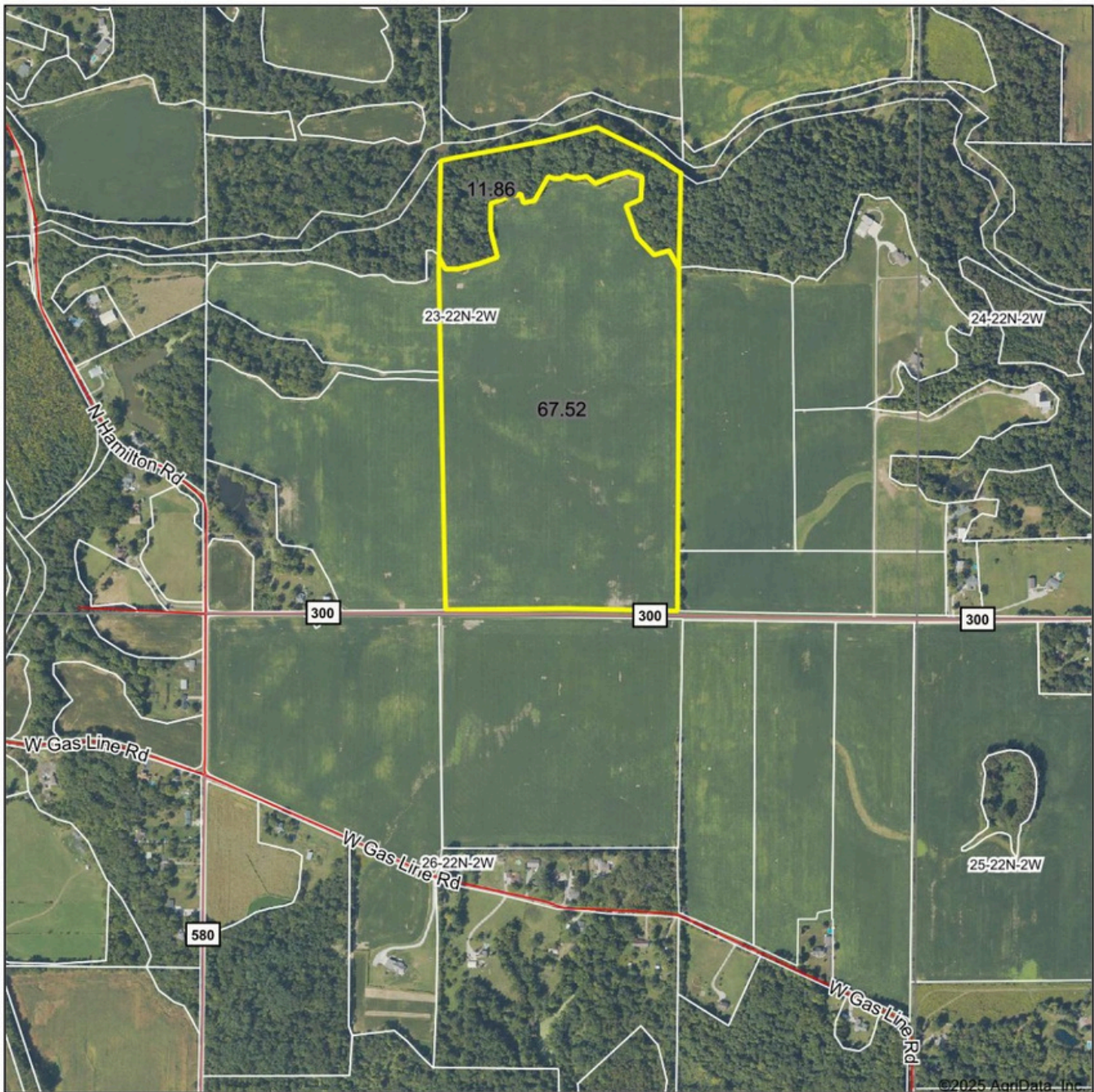


## Tract 3: 80 Acres

**Driving Directions:** Drive 2 miles east on St Rd 38 out of Mulberry to N Hamilton Rd drive south on Hamilton Rd to Co Rd 300 N. Turn east on Co Rd 300 N travel approximately 1/2 mile tract 3 is on the north side of 300 N and trct 4 is on the south side of Co Rd 300 N.



## Aerial Map



Boundary Center: 40° 20' 1.52, -86° 36' 21.93

0ft 871ft 1743ft

23-22N-2W  
Clinton County  
Indiana



Maps Provided By:



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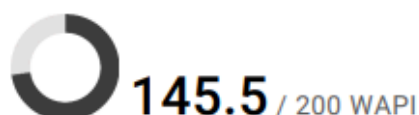
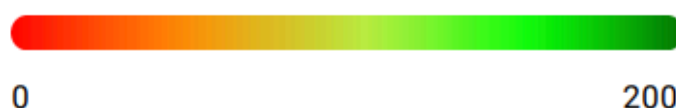
www.AgriDataInc.com

1/20/2025

Field borders provided by Farm Service Agency as of 5/21/2008.



# Tract 3 Soils



Code	Soil Description	Acres	% of Field	Non-IRR Class	IRR Class	WAPI
FcA	Fincastle silt loam, Tipton Till Plain, 0 to 2 percent slopes	34.7	43.1%	2w	—	168.0
XeA	Xenia silt loam, 0 to 2 percent slopes	13.2	16.4%	—	—	154.2
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	11.3	14.0%	2w	—	146.9
HeF	Hennepin silt loam, 18 to 50 percent slopes	7.4	9.2%	7e	—	0.0
XeB	Xenia silt loam, 2 to 4 percent slopes	5.6	7.0%	2e	—	155.9
RuB	Russell silt loam, 2 to 6 percent slopes	3.5	4.3%	2e	—	155.9
Ty	Treaty silt loam, 0 to 2 percent slopes	3.4	4.3%	2w	—	177.0
Ce	Ceresco loam	1.0	1.3%	3w	—	120.0
MsC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	0.2	0.3%	4e	—	125.6



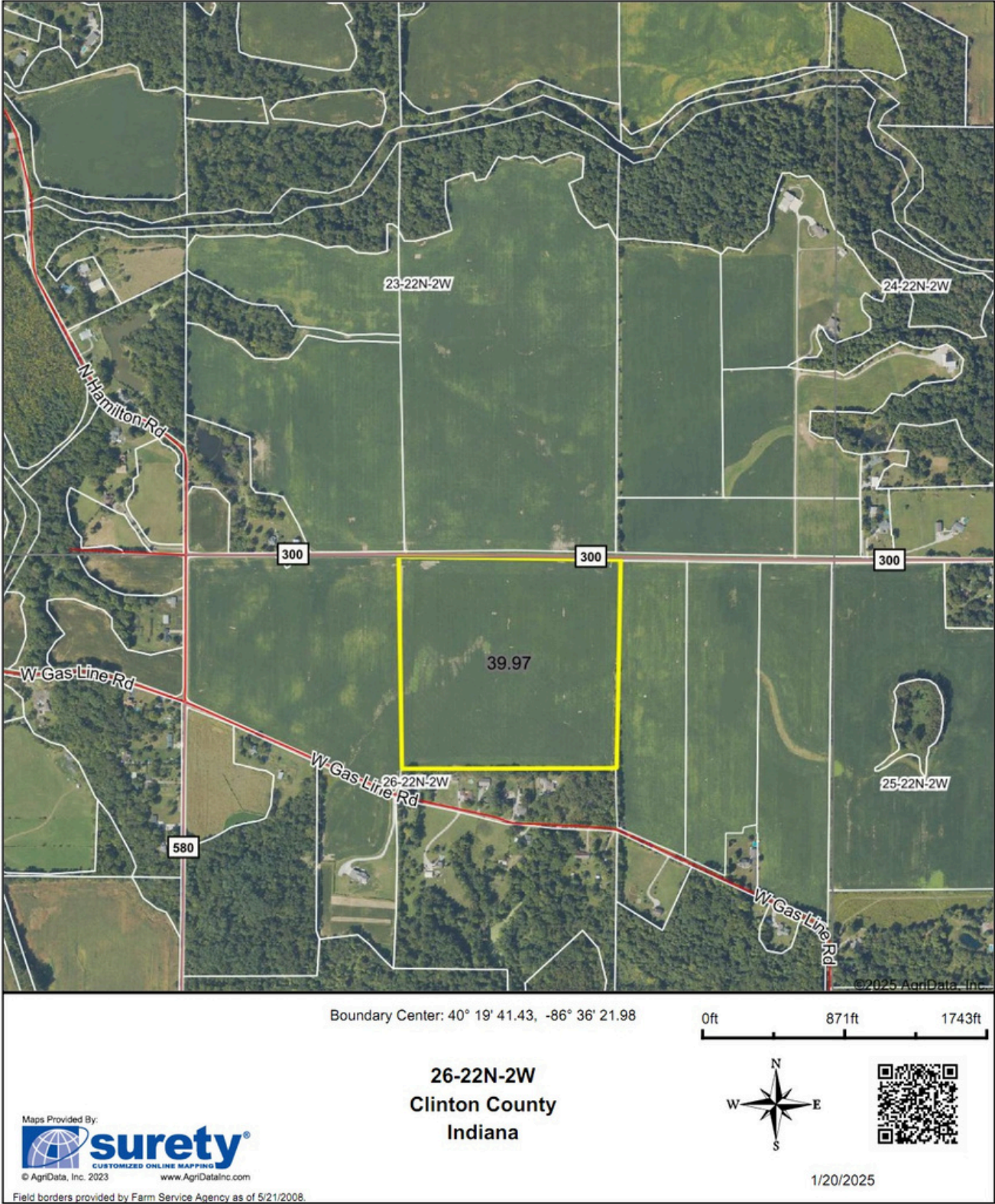
# Tract 4 Overview



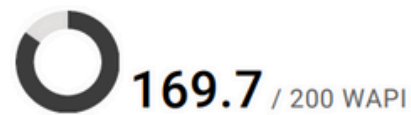
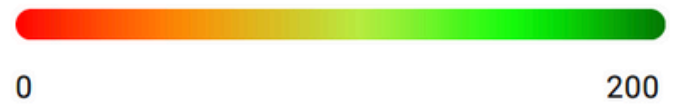
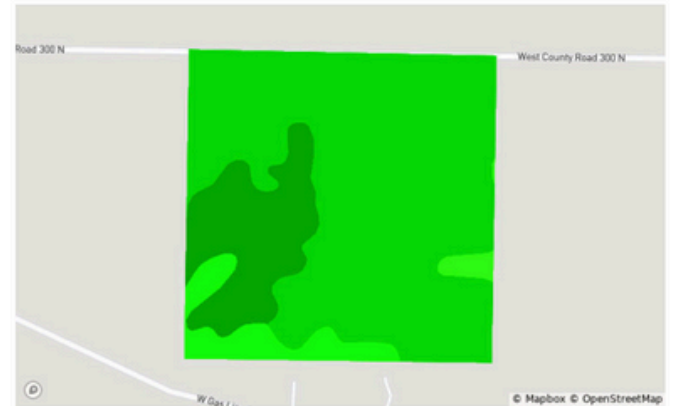
**Tract 4: 40 Acres**



Aerial Map



# Tract 4 Soils



Code	Soil Description	Acres	% of Field	Non-IRR Class	IRR Class	WAPI
FcA	Fincastle silt loam, Tipton Till Plain, 0 to 2 percent slopes	29.9	74.1%	2w	—	168.0
Cy	Cyclone silt loam, 0 to 2 percent slopes	7.1	17.5%	2w	—	185.1
XeA	Xenia silt loam, 0 to 2 percent slopes	2.9	7.1%	—	—	154.2
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	0.5	1.3%	2w	—	146.9



# Tract 3 & 4 FSA

Operator Name : [REDACTED]  
CRP Contract Number(s) : None  
Recon ID : 18-023-2017-67  
Transferred From : None  
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data									
Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
119.35	107.49	107.49	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped			CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	107.49	0.00			0.00	0.00	0.00	0.00

Crop Election Choice		
ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SOYBN	None

DCP Crop Data				
Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	3.00	0.00	71	
Corn	51.20	0.00	154	
Soybeans	52.60	0.00	52	
<b>TOTAL</b>	<b>106.80</b>	<b>0.00</b>		

## NOTES

Tract Number : 880

Description	: C4/1B 300N & 1/8 MILE N/O GAS LINE RD.
FSA Physical Location	: INDIANA/CLINTON
ANSI Physical Location	: INDIANA/CLINTON
BIA Unit Range Number	:
HEL Status	: NHEL: No agricultural commodity planted on undetermined fields
Wetland Status	: Wetland determinations not complete
WL Violations	: None
Owners	:
Other Producers	: None
Recon ID	: None

Tract Land Data							
Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
119.35	107.49	107.49	0.00	0.00	0.00	0.00	0.0

INDIANA  
CLINTON  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6595  
Prepared : 1/21/25 12:59 PM CST  
Crop Year : 2025

Tract 880 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	107.49	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	3.00	0.00	71
Corn	51.20	0.00	154
Soybeans	52.60	0.00	52
<b>TOTAL</b>	<b>106.80</b>	<b>0.00</b>	

NOTES

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# USDA Farm 6595 Tract 880

Map prepared on: 10/16/2024

Administered by: Clinton County, Indiana

119.35 Tract acres

107.49 Cropland acres

0 CRP acres

CRP

CLU

TRS: 22N2W23

Clinton

Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2024-09-13 07:45:57

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	67.52	N	2					Y
2	39.97	N	2					Y



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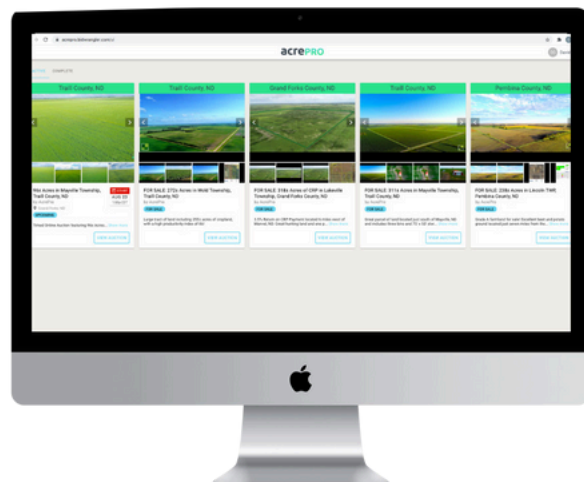
# How to Become a Bidder

ONLINE Visit

[acrepro.auctioneersoftware.com](http://acrepro.auctioneersoftware.com) and create a bidder account. Once you have created your account, select the “256± Acres in Clinton County, IN” auction listing and register for the auction. The auctioneer will be notified of your registration and submit their approval. Contact the auctioneer if you have any questions.

## BIDDING ASSISTANCE

If you do not have access to the technology required to operate our bidding platform, contact the auctioneer to make arrangements to appoint a bidder on your behalf.



**NEAL HERR**  
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(765)-437-9468  
[neal.herr@acrepro.com](mailto:neal.herr@acrepro.com)



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[kyle.spray@acrepro.com](mailto:kyle.spray@acrepro.com)

**acrePRO** | **MIDWEST FARM GROUP**



# Terms & Conditions

**METHOD OF SALE:** AcrePro will offer 256.964+/- acres, more or less, of real property located in Clinton County, Indiana, at an online/live public auction on March 11, 2025, at 6:00 PM EST at New Journey Farms, 2181 S 800 E Lafayette, IN 47905. The auction will be open for online pre-bidding March 10, 2025 10:00 AM EST. The property will be offered in four (4) individual tracts, in combination, or as a total 256.964 +/- acre unit. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Sellers, shall constitute a binding contract between the winning bidder ("Winning Bidders") and Sellers. The auctioneer will settle any disputes as to bids and his decision will be final. To place a confidential phone bid, please contact Neal Herr at (765)437-9468 at least two days prior to the sale.

**UPON CONCLUSION OF THE AUCTION:** The Winning Bidder(s) will be required to execute, without modification, a real estate purchase agreement consistent with the terms and conditions of this auction, either in-person or electronically, and return to AcrePro no later than 12:00 PM (noon) the day following the auction. Along with the executed contract, 10% of the accepted bid price must be paid in the form of a wire transfer to Hocker Title Company (211 N Jackson St Frankfort, IN 46041) by 12:00 PM (noon) the following day of the auction with the balance due at closing, to be held in escrow and credited to Buyer(s) as part of the purchase price of the tract. Wire transfer instructions and escrow agreement forms will be provided to Winning Bidder(s) along with the contract after the auction. Winning Bidder(s) are responsible for all wire transfer fees. Winning Bidder(s) who fail to execute and return an executed contract and deliver earnest money by 12:00 PM (noon) the day after the auction is in default and are liable to Seller and AcrePro Indiana, LLC for damages incurred as a result of Winning Bidder(s) default. In the event of Winning Bidder(s) default, Seller may either (a) declare this contractual agreement canceled, retain Winning Bidder(s) earnest money, and resell the tract, via auction or private sale, with Winning Bidder(s) being liable to Seller and AcrePro for losses and costs exceeding the amount of retained earnest money or (b) affirm this contractual agreement and if necessary, enforce its specific performance. For purposes of this section, losses and costs include, but are not limited to holding costs of the property, expenses of both sales, legal fees and incidental damages of Seller and AcrePro. Winning Bidder(s) and Sellers agree to indemnify AcrePro for any costs, losses, liabilities, or expenses, including attorney fees resulting from AcrePro being named as a party to any legal action arising from Winning Bidder(s) or Sellers failing to fulfill any obligations and undertakings as set forth in this contractual agreement.

**ACREAGE:** All acreages listed are estimates taken from the county assessor's records, FSA records and/or aerial photos (tracts 1 and 2 are boundary surveyed acres). Tract 1: 68.482, Tract 2: 68.482, Tract 3: 80, Tract 4: 40



**SURVEY:** Sellers reserve the right to determine the need for a survey and the 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 split 50/50 between Seller's and the Winning Bidder(s). 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.

**YOUR BIDDING IS NOT CONTINGENT UPON FINANCING.** BE SURE YOU HAVE FINANCING ARRANGED, IF NECESSARY, AND ARE CAPABLE OF PAYING CASH AT CLOSING. **NO CONTINGENCIES:** This sale is not contingent on or subject to Winning Bidder's financing, appraisal, survey or inspections of any kind or any other contingencies as agreed to by bidders at registration prior to bidding.

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

**DEEDS:** The Sellers will provide a Warranty Deed at closing for tracts 1-4.

**EVIDENCE OF TITLE:** Sellers will provide, at their expense, an owner's title insurance policy to Winning Bidder(s). Each Winning Bidder will be responsible for the cost of a lender's title policy, if needed. If the title is not marketable, then the purchase agreement(s) are null and void prior to closing, and escrow agent will return earnest money to Winning Bidder(s).

**CLOSING:** The closing shall occur on or before April 11, 2025. Final closing date to be agreed upon between buyer and seller.

**POSSESSION:** Possession of each tract will be at closing. Buyer shall be allowed entry, at their risk and expense for 2025 crop year field prep and planting if applicable.

**PROPERTY TAXES:** The Sellers will pay real estate taxes for 2024 due 2025. Buyer will be given a credit as closing for the 2024 real estate taxes due 2025 and will pay all taxes beginning with the spring of 2025 installment and all taxes thereafter.

**DITCH ASSESSMENTS:** Winning Bidder(s) will be responsible for paying 2025 ditch assessments and all assessments thereafter.

**MINERAL RIGHTS:** Seller shall convey 100% of the mineral rights owned by Seller, if any.

**ZONING AND EASEMENTS:** Sale of property is subject to all state and local zoning ordinances as well as any and all recorded or apparent easements.

**AGENCY:** AcrePro, as well as their representatives, are exclusive agents of the Sellers.

**DISCLAIMERS:** ANNOUNCEMENTS MADE BY ACREPRO AND AUCTIONEER AT THE AUCTION DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIALS OR ANY OTHER ORAL STATEMENTS MADE. The tracts are being sold on an “AS IS, WHERE IS” basis, and no warranty or representation, either express or implied, concerning the tracts or improvements thereon is made by the Sellers, AcrePro or auction company. All sketches and dimensions in this brochure are approximate; neither Sellers nor AcrePro shall assume any liability for its accuracy, errors, or omissions. No environmental audit has been made, nor will one be made. Each prospective bidder is responsible for conducting his/her independent inspections, investigations, inquiries, and due diligence concerning the tracts. Except for any express warranties set forth in the sale documents, Winning Bidder(s) accepts each tract “AS IS,” and Winning Bidder(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Sellers and AcrePro 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 tracts, or any part thereof, and in no event shall the Sellers or AcrePro be liable for any consequential damages. Winning Bidder(s) agree to hold AcrePro, its representatives, and the clients they represent harmless with respect to property condition, status, and any other matter regarding the tracts.

**BIDDING AND REGISTRATION INFORMATION BIDDER VERIFICATION:** For bidders choosing to participate online this is an online auction open to the public. All bidders must register with AcrePro at [acrepro.auctioneersoftware.com](http://acrepro.auctioneersoftware.com) and be approved before they can place a bid in the auction. Bidders must be registered 24 hours before the auction end date in order to place a bid before the auction closes. Bidders may set a maximum bid prior to the auction date. All online bids will be signaled to the auctioneer by a representative of AcrePro that will be taking online bids.

AcrePro reserves the right to reject the registration and to preclude or terminate any individual's bidding activity if it is suspected that a Bidder is conducting illegal or fraudulent activity. 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 username is offensive to AcrePro or in their sole opinion detrimental to bidding activity, then AcrePro 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. Bids may NOT be submitted with or subject to any contingencies, including but not limited to any financial, appraisal or inspection contingencies.



**TECHNICAL ISSUES:** Neither AcrePro, nor the company providing the software will be liable for any technological difficulties or failure of the online bidding system. In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, AcrePro reserves the right to extend bidding, continue the bidding, or close the bidding.

**CONDUCT OF THE AUCTION:** AcrePro and auction company will have complete control over the auction process. The minimum bid increase will start at \$5,000 for all tracts; however, AcrePro and auction company reserve the right to adjust increments of bidding at their discretion. Sellers and AcrePro have the right, at their sole discretion, to postpone or cancel the auction or to withdraw the Property, in whole or in part from the auction, and to modify or add any terms and conditions of the auction sale and to announce such modifications or additional terms and conditions prior to the deadline for bid submission. All decisions of AcrePro and/or the auctioneer are final.

**TAX DEFERRED EXCHANGE 1031.** In conformance with Section 1031 of the Internal Revenue Code, it may be the intention of the Seller or Buyer or both to effect a tax-deferred exchange. Either the Seller or the Buyer or both may assign his/her/its rights in this Agreement to a Qualified Intermediary for the purpose of effecting a tax-deferred exchange. The Parties agree to cooperate and execute the necessary documents to allow either or both Parties to effect such exchange at no additional cost or liability to the other Party. However, any warranties that may be expressed in this Agreement will remain and be enforceable between the Parties.

**INDEMNIFICATION.** It is expressly understood by Seller and Buyer that Listing Broker and its affiliated licensees, including Licensee, do not warrant the present or future crop productivity including grasses, water availability above or below ground, size by square footage or acreage, condition, environmental or hazardous substance matters, zoning matters, location or availability of utilities, applicability of building permits, structure, or structure systems of the Property or any building, nor do they hold themselves out to be experts in quality, design and construction. Seller and Buyer will hold the Listing Broker and its affiliated licensees and Selling Broker and its affiliated licensees harmless in the event of losses, claims or demands by or against Seller or Buyer, including but not limited to, attorney's and paralegal fees and expenses. This paragraph will survive the Closing.

## **INCURRED EXPENSES AND RELEASE OF EARNEST MONEY**

**A. Incurred Expenses.** Buyer and Seller agree that any expenses incurred on their behalf will be paid by the Party incurring such expenses and will not be deducted from the Earnest Money deposit.

**B. Release of Earnest Money.** In the event this transaction does not close, and the Title Company is holding the Earnest Money in its escrow account, the Earnest Money will be returned in accordance with the terms of this Agreement and the following procedures:

- i) The Title Company will give thirty (30) days written notice to the Parties as to the proposed distribution of Earnest Money; and
- ii) If the Title Company does not receive an objection to its proposed distribution within said 30-day time frame, Buyer and Seller are assumed to have agreed with the proposed distribution, and the Title Company may distribute the Earnest Money in accordance with the distribution notice.

Buyer and Seller hereby agree that so long as the Earnest Money is distributed in accordance with the above procedures, this provision is considered as written consent to disburse the Earnest Money. In the event Buyer and Seller fail to reach an agreement regarding dispersal of the Earnest Money, the Title Company is authorized to file an interpleader action, and the Parties agree that the Title Company will be reimbursed from the Earnest Money for all costs of such action, including reasonable attorney's fees.

## **MISCELLANEOUS PROVISIONS**

**Time.** Time is of the essence of this Agreement. The representations, warranties and obligations contained herein will extend to and are obligatory upon the heirs, executors, administrators, successors and assigns of each Party.

**Notices.** All notices required to be given in this Agreement will be given in writing to the addresses provided and also may be given electronically when email addresses are provided by the Parties.

**Integration.** This Agreement contains all of the terms and conditions of the Parties and supersedes all prior or contemporaneous agreements, representations, discussions, oral or written, regarding the subject matter of this Agreement. It may only be amended or altered by a writing signed by all Parties hereto.

**Counterparts.** This agreement may be signed in one or more counterparts, each of which will be deemed to be an original. For the convenience of the Parties, this Agreement also may be executed by signatures transmitted by facsimile or other electronic media, which signatures will be deemed to be original and fully enforceable against the Party transmitting the signature by facsimile or other electronic media. The use of facsimile signatures or other electronic media will not render this Agreement void, voidable, or otherwise unenforceable.



Effective Date. The term “Effective Date”, as used in this Agreement, will mean the date upon which this Agreement is signed by both Buyer and Seller.

Authority of Signers. Each of Buyer and Seller hereby represents and warrants that he/she/it is duly authorized to execute this Agreement.

Fair Housing. EACH PARTY ACKNOWLEDGES THAT IT IS ILLEGAL TO REFUSE TO SELL REAL ESTATE BECAUSE OF RACE, COLOR, AGE, RELIGION, SEX, CREED, PHYSICAL OR MENTAL DISABILITY, NATIONAL ORIGIN, ANCESTRY, MARITAL OR FAMILIAL STATUS, UNFAVORABLE MILITARY DISCHARGE OR DISCHARGE STATUS, ORDER OF PROTECTION STATUS, OR OTHER CLASS PROTECTED BY TITLE 7 OR APPLICABLE STATE OR LOCAL STATUTES.

Further Assurances. The Parties to this Agreement hereby agree to take such other and further actions as may be necessary to implement the intent and purposes of this Agreement, including the (i) execution of any additional documents necessary to effectuate the Closing of the transaction contemplated herein; (ii) Real Estate Settlement Procedures Act of 1974; (iii) Internal Revenue Service forms and documents; (iv) Section 445 of the Internal Revenue Code as amended (citizenship of Seller); and (v) all laws, statutes, ordinances, and regulations applicable to this Agreement.

Applicable Law. The laws of the State of Indiana will apply to this Agreement without reference to the choice of law provisions contained therein and that any litigation arising from this Agreement must be brought in the county that the Property is located.

**Closing Costs.** In addition to the obligations specified previously in this Agreement, the expenses of this transaction will be paid as follows: Traditional Closing Cost Splits where applicable.

\*\*All bidders must be registered to bid, either online or in person