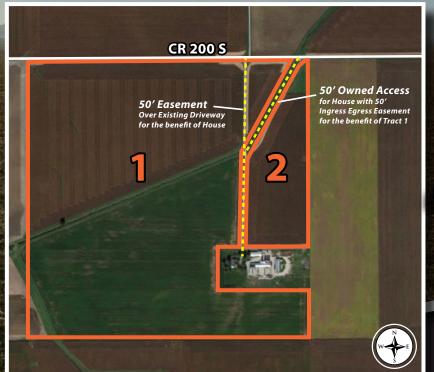
## Madison Twp · Carroll County

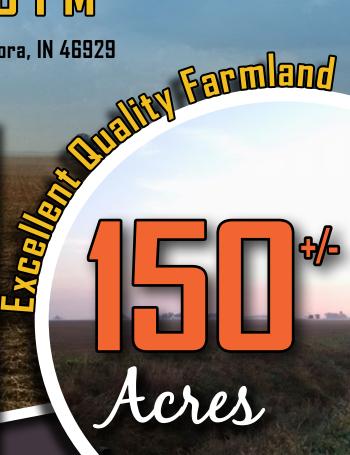
# AUGTION

2 Jacg

# December 5th - 6:30 PM

Carroll County Fairgrounds • 102 N 4th Street • Flora, IN 46929





## Property Information

LOCATION: 6 miles southeast of Delphi, on the south side of CR 200 S

ZONING: Agricultural
TOPOGRAPHY: Level

SCHOOLS: Carroll Consolidated School Corp.

ANNUAL TAXES: \$3,946.50 (estimated)

DITCH ASSESSMENT: \$375 (estimated)

TRACT 1: 130\* Acres, 126.5\* Tillable

TRACT 2: 20<sup>-/-</sup> Acres, 19.09<sup>-/-</sup> Tillable





AJ Jordan
Peru, IN
317-697-3086
ajj@halderman.com



Larry Jordan
Peru, IN
765-473-5849
Ij@halderman.com

Owner: Long's Sugar Creek Farms, Inc.

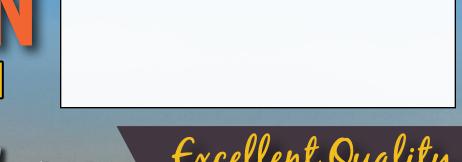


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PO Box 297 • Wabash, IN 46992

Madison Twp · Carroll County





# Excellent Quality Farmland

### **SOILS INFORMATION**

200			Sec.	
Code	Soil Description	Acres	Corn	Soybeans
	Field borders provided by Farm Service Agency as of 5/21/2008. Soils data provided by USDA and NRCS.			
FaA	FincastleStarks silt loams, 0 to 2 percent slopes	63.31	166	54
RrB2	RockfieldWilliamstown complex, 1 to 6 percent slopes, eroded	29.05	133	47
So	Sloan silt loam, occasionally flooded	24.78	155	42
Cz	Cyclone silty clay loam, 0 to 2 percent slopes	24.62	184	54
Ва	Beaucoup silty clay loam, rarely flooded	5.16	175	44
Weighted Average		161	50.2	





**Online Bidding** is Available





### **TERMS & CONDITIONS**

### AUCTIONEER: RUSSELL D. HARMEYER, IN Auct. Lic. #AU10000277

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on December 5, 2016. At 6:30 PM, 150 acres, more or less, will be sold at the Carroll County Fairgrounds, Flora, IN 46929. This property will be offered as one single unit or in two tracts. 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 AJ Jordan at 317-697-3086 or Larry Jordan at 765-473-5849 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: The Seller reserves 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(s), 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 warrant that it will be sufficient to provide an owner's title insurance policy for the tract(s). 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. estimated in the auction brochure.

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 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. Successful bidders must execute purchase agreements on tracts exactly as they have been bid.

following the conclusion of the bidding. Successful bidders must execute purchase agreements on tracts exactly as they have been bid.

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 money.

CLOSING: The closing shall be on or about January 20, 2017. The Seller has the choice to extend this date if necessary.

POSSESSION: Possession of the land will be at closing.

REAL ESTATE TAXES: Real estate taxes are estimated to be \$3,946.50. The Seller will pay 2016 taxes due and payable in 2017. The Buyer will be given a credit at closing for the 2016 due in 2017 real estate taxes and will be responsible for all taxes beginning with the spring 2016 installment and thereafter.

DITCH ASSESSMENT: The ditch assessment is estimated to be \$375.00. The Buyer(s) will pay the spring 2017 ditch assessment and all assessments thereafter.

EASEMENTS: An easement for ingress and egress will be retained over the existing driveway on tract 1 for the benefit of the home that is excepted out of the property. An easement will be granted to the buyer of tract 1 for ingress and egress along the southeast side of the open ditch to access the field south of the open ditch.

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

PROPERTY INSPECTION: Each potential Bidder is 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 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 outlin

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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. 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. 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. Conduction 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.