

**4
TRACTS**

**160^{+/-}
ACRES**

AUCTION

OWEN TWP • CLINTON COUNTY

**OCTOBER 9
6:30 PM**

AUCTION

**PRODUCTIVE FARMLAND
FARMSTEAD • WOODED PASTURE**

OPEN HOUSE: SEPT. 20 • 10:00 - 11:00 AM

441 E CR 1000 N • Frankfort, IN 46041

HALDERMAN
REAL ESTATE
SERVICES

800.424.2324 | www.halderman.com

Jim Clark

765.659.4841

jimc@halderman.com

Sam Clark

317.442.0251

samc@halderman.com

AUCTION

OWEN TWP • CLINTON COUNTY

OCTOBER 9

6:30 PM

**CLINTON COUNTY 4-H
COMMUNITY BUILDING**

1701 S JACKSON ST
FRANKFORT, IN 46041

**4
TRACTS**

**160^{+/-}
ACRES**

**PRODUCTIVE FARMLAND
FARMSTEAD • WOODED PASTURE**

135^{+/-} TILLABLE • 19^{+/-} WOODED PASTURE

3.6^{+/-} ACRE FARMSTEAD

OPEN HOUSE: SEPT. 20 • 10:00 - 11:00 AM



Jim Clark

Frankfort, IN

765.659.4841

jimc@halderman.com



Sam Clark

Noblesville, IN

317.442.0251

samc@halderman.com



Online Bidding
is Available

Owner:

Miller Farming Enterprises, LLC

HALDERMAN
REAL ESTATE
SERVICES

HLS# JTC-11495 (14)

800.424.2324 | www.halderman.com

4
TRACTS

160^{+/-}
ACRES

PROPERTY INFORMATION

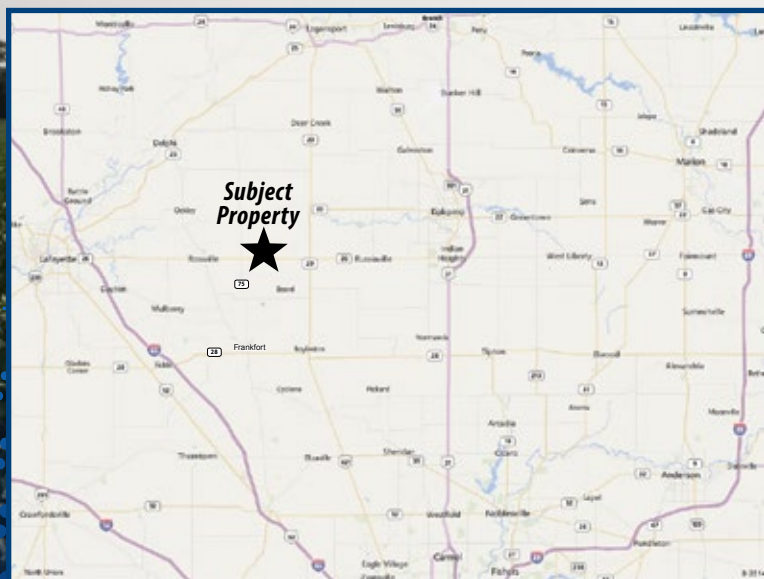
LOCATION: 9 miles north of Frankfort and 1 mile
east of Hwy 75 on the south side of CR 1000 N

ZONING: Agricultural

TOPOGRAPHY: Level - Gently Rolling

SCHOOL DISTRICT: Rossville Community Schools

ANNUAL TAXES: \$4,990.32



OPEN HOUSE: SEPT. 20
10:00 - 11:00 AM

441 E CR 1000 N • Frankfort, IN 46041



TRACT DETAILS

TRACT 1: 75.9^{+/-} Acres, 75^{+/-} Tillable

TRACT 2: 45.5^{+/-} Acres, 25.7^{+/-} Tillable,
19^{+/-} Wooded Pasture

TRACT 3: 35^{+/-} Acres, 34.3^{+/-} Tillable

TRACT 4: 3.6^{+/-} Acre Farmstead



HOME: 2,200 sq ft, 3 bedrooms, 1 bath

OUTBUILDINGS:

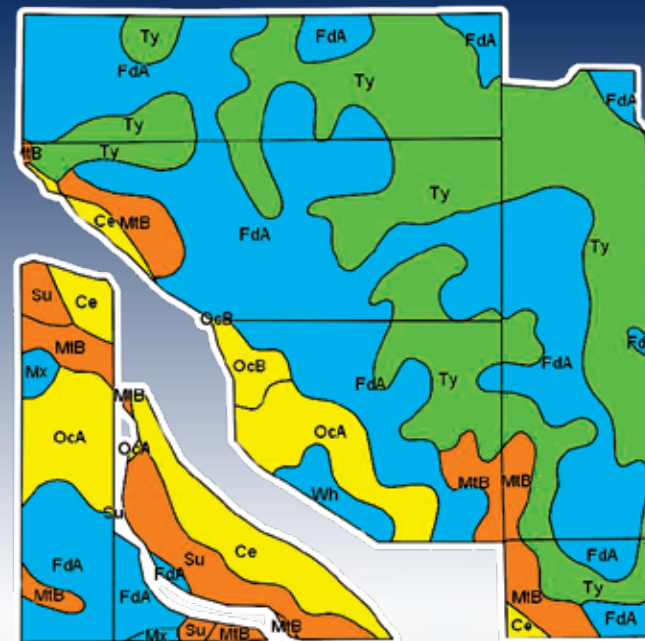
Detached 2-Car Garage

36' x 80' Pole Barn

60' x 96' Bank Barn

Double Crib, Implement Shed, Grain Bins

SOILS INFORMATION



TRACT 1 SOILS

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.			
Fda	Fincastle-Crosby silt loams, 0 to 3 percent slopes	36.18	161	53
Ty	Treaty silt loam	26.62	185	53
OcA	Ockley silt loam, 0 to 2 percent slopes	4.94	135	
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	3.50	148	51
Wh	Whitaker silt loam	1.56	155	51
OcB	Ockley silt loam, 2 to 6 percent slopes	1.43	130	46
Ce	Ceresco loam	0.76	130	32
Weighted Average		166.2	49	

TRACT 2 SOILS

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.			
Fda	Fincastle-Crosby silt loams, 0 to 3 percent slopes	6.69	161	53
Ce	Ceresco loam	6.14	130	32
Su	Sloan silt loam	5.32	140	40
OcA	Ockley silt loam, 0 to 2 percent slopes	4.35	135	
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	2.36	148	51
Mx	Milford silty clay loam	0.78	160	44
Weighted Average		143.6	35.8	

TRACT 3 SOILS

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.			
Ty	Treaty silt loam	18.00	185	53
Fda	Fincastle-Crosby silt loams, 0 to 3 percent slopes	13.18	161	53
MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	2.75	148	51
Ce	Ceresco loam	0.34	130	32
Weighted Average		172.2	52.6	

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 October 9, 2014. At 6:30 PM, 160.0 acres, more or less, will be sold at the Clinton County 4-H Community Building, Frankfort, IN. This property will be offered as one single unit, in tracts or in combination. 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 Jim Clark at 765-659-4841 or Sam Clark at 317-442-0251, 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, 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.

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 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.

DEED: The Seller will provide a Corporate 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.

EASEMENT: The sale of this property is subject to any all easements of record.

EASEMENT - TRACT 2: Buyer(s) of Tract 2 will be granted a non-exclusive, ingress and egress easement of 25' over the existing lane for access to Tract 2. This easement will extend all the way to CR 1000 N. Buyer(s) of Tract 1 will own to the east side of the lane leading back to Tract 2.

CLOSING: The closing shall be on or about December 5, 2014. The Seller has the choice to extend this date if necessary.

POSSESSION: Possession of land and buildings will be March 1, 2015.

REAL ESTATE TAXES: Real estate taxes are \$4,990.32. The Seller will pay the 2014 taxes due and payable in 2015. The Buyer(s) will pay the 2015 taxes due and payable in 2016 and all taxes 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 the property. Further, Seller disclaims 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 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.** 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 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.

