

at halderman.com

April 19th, 8:00 am - 5:00 pm ет



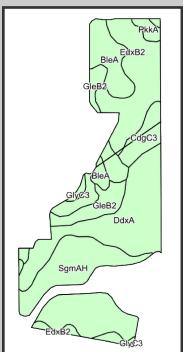






HOME • PRODUCTIVE CROPLAND • RECREATIONAL • DELAWARE CO

SOIL MAP OF TRACTS 1-5



	SOIL DESCRIPTION	ACRES	CORN	*NCCPI SOYBEANS
SgmAH	Shoals silt loam, 0 to 2 percent slopes frequently flooded, brief duration	12.59	125	81
DdxA	Digby-Haney silt loams, 0 to 1 percent slopes	11.56	151	69
EdxB2	Eldean silt loam, 2 to 6 percent slopes, eroded	8.50	103	58
BleA	Blount silt loam, end moraine, 0 to 2 percent slopes	4.30	140	58
GleB2	Glynwood silt loam, end moraine, 1 to 4 percent slope eroded	s 3.42	123	38
MvbD3	Morley-Mississinewa clay loams, 10 to 15 percent slopes, severely eroded	2.67	96	27
CdgC3	Casco sandy clay loam, 6 to 15 percent slopes, severely eroded	2.32	109	43
PkkA	Pewamo silty clay loam, 0 to 1 percent slopes	0.72	157	66
GlyC3	Glynwood-Mississinewa clay loams, 6 to 12 percent slopes, severely eroded	0.41	105	25

*n: The aggregation method is "Weighted Average using all components" **WEIGHTED AVERAGE (WAPI)**

126.5

*n 62.8



Additional information including photos are available at halderman.com Visit halderman.com or download the Halderman App. Please register prior to the auction.





BEAUTIFUL RECREATIONAL LAND • PRODUCTIVE CROPLAND ATTRACTIVE 3 BEDROOM HOME • SHOP • LIVESTOCK BARN



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FARM: The Marital Trust created under the Lloyd I. Reed, HLS# CCP-12762 (22)

800.424.2324 | halderman.com

TRACT 2

Home: The two-story wood frame home has vinyl siding with wood accents, an asphalt shingle roof, and a wrap-around front porch. The home consists of three bedrooms, two full bathrooms, a kitchen,

living room, sitting room, utility room, attached two car garage and an upstairs landing. The home has central air and propane heat throughout with several



upgrades in recent years including a new roof in November of 2021, a bathroom remodel in 2018, and a new furnace in 2012. The home has vinyl plank, tile, and carpet throughout. According to the assessor's records, the home was built in 1847

36' x 41' Shop: The shop is insulated and has electricity. Additional features include: steel siding, a steel roof, three overhead entry doors, and a concrete floor. According to the assessor's records, the shop was built in 2000.



30' x 100' Livestock Barn: The barn has steel siding, a steel roof and an earth floor. The barn has a sliding door and walk door entry. According to the assessor's records, the barn was built in 1980.



PROPERTY LOCATION

On the north side of Eaton Albany Pike east of Eaton.

4560 E Eaton Albany Pike, Eaton, IN 47338

OPEN HOUSES

Tuesday, March 29 from 4:30 pm - 6:00 pm ET

Sunday, April 10 from 1:00 pm - 4:00 pm ET

TOPOGRAPHY

Gently Rolling to Rolling

SCHOOL DISTRICT

Delaware Community School Corporation

ZONING Agricultural

ANNUAL TAXES \$2,132.26

DITCH ASSESSMENT \$97.78

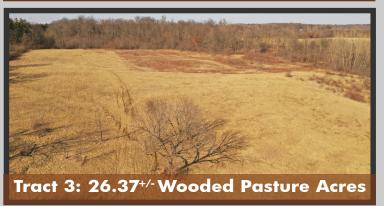
Additional information including photos are available at halderman.com.



84.77+/-total acres











Terms and Conditions

PLEASE READ AND REVIEW THE REAL ESTATE AUCTION TERMS THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ AND UNDERSTAND THESE TERMS, DO NOT BID. BY BIDDING ON THE PROPERTY, BUYER AGREES TO ALL TERMS AND CONDITIONS SET FORTH HEREIN AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS:

ONLINE BIDDING: AUCTION DATE / TIME: Bidding begins April

19, 2022 @ 8:00 AM ET; Bidding closes: April 19, 2022 @ 5:00 PM ET (**See AUCTION END TIMES). Bidding will be conducted online at www.halderman.com. Alternatively, to place a confidential phone bid or to make other arrangements for bidding, please contact Halderman Real Estate Services, Inc. via Chris Peacock at 765-546-0592, Lauren Peacock at 765-546-7359, AJ Jordan at 317-697-3086, Larry Jordan at 765-473-5849 or Brett Salyers at 419-806-5643 at least two days prior to the auction. Final bids are subject to Seller's acceptance or rejection, and the bidder with an accepted offer (the "Winning Bidder") will be immediately notified by Halderman Real Estate Services, Inc. MULTI-PARCEL AUCTION: The bidding will be conducted according to the Multi-Parcel Auction Method. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and on combinations until the close of the auction. UPON CONCLUSION OF THE AUCTION: The Winning Bidder will be sent a Real Estate Purchase Agreement in a form as can be found on Halderman's website (the "PSA") to print and is required to fully and correctly complete and properly sign without any modifications. Winning Bidder is to return the completed, signed PSA 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 PSA, the Winning Bidder will be required to send the specified non-refundable earnest money deposit as stated in the Real Estate Purchase/Sale Terms hereunder. This non-refundable earnest money deposit will be held in escrow by the Title Company until closing and shall be credited to the Winning Bidder as part of the purchase price of the property and/or governed by the terms of the PSA. Wire

the Winning Bidder along with the contract after the auction. Winning Bidder shall be responsible for all wire transfer fees at the Closing. Winning Bidder(s) not executing and returning the completed PSA and earnest money deposit by 4:00 PM the day after the auction will be considered in default. Such default by the Winning Bidder will result in that Winning Bidder's liability to both the Seller and Halderman Real Estate Services, Inc. Seller shall have the right to (a) declare this contractual agreement cancelled and recover full damage for its breach, (b) elect to affirm this contractual agreement and enforce its specific performance or (c) resell the property either publicly or privately and in such an event, this original Winning Bidder shall be liable for payment of any deficiency realized from the second sale plus all costs, including, but not limited to the holding costs of the property, the expenses of both sales, legal and incidental damages of both the Seller and Halderman Real Estate Services, Inc. la addition, Halderman Real Estate Services, Inc. also reserves the right to recover any damages separately from the breach of the Winning Bidder.

REAL ESTATE PURCHASE/SALE TERMS:

- TERMS OF SALE: Non-refundable 10% earnest deposit down with the executed PSA, balance due at closing. Your purchase is not subject financing.
- DATE OF CLOSING: The closing will take place on or before June 3, 2022. The Seller have the choice to extend this date if necessary.
- POSSESSION: Possession of the land in Tract 1 and Tract 5 will be night of auction, upon receipt of the earnest money and execution of purchase agreement and lease, to be used in the event that closing does not occur. Possession of Tracts 2, 3, and 4 will be at closing.
- BUYER'S PREMIUM: The Buyer's Premium is 2% of the Purchase Price.

 Bidding, with no bidding party of another opportunity to bid again to the day of closing.

 TECHNICAL ISSUES. In the area
- DITCH ASSESSMENTS: Sellers will pay 2022 ditch assessment.
- NO CONTINGENCIES: This Real Estate contract is not contingent on or subject to Buyer's financing, appraisal, survey or inspections of any kind or any other contingencies as agreed to by bidders at registration prior to bidding.
- 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. If any of the tracts sell individually, a survey will be required. Tract 2 purchase price will not be adjusted for the surveyed acres. If a survey is completed for tracts 1, 3, 4, & 5 the purchase price of the surveyed

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

tract(s) 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. If Tract 2 is combined with other tract(s) the high bid of tract 2 and 5 acres as an individual tract will not be included in the price per acre acreage adjustment.

- TITLE: Buyer is entitled to and the Seller will provide clear, insurable title for property and a Warranty Deed upon full payment.
- 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. Please note that the initial approximately 100' of road access for Tracts 1, 2, and 3 extending northward from Eaton Albany Pike is by easement and tracts 1 and 3 shall receive an easement over for ingress and egress purposes on part of the Tract 2 lane.
- AERIAL PHOTOS: Images and Drawings are for illustration purposes only and not surveyed boundary lines unless specified.
- * AGENCY: Halderman Real Estate Services, Inc. is the Agent and Representative of the Seller.
- CONDITION OF PROPERTY: Property is sold 'AS IS, WHERE IS' condition. Halderman Real Estate Services, Inc, the Seller nor their representatives, agents, or employees make express or implied warranties or representations of any kind. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding on the subject property. All information presented in the brochure, website, and all other mediums is subject to verification by all parties relying on it. All sketches and dimensions are approximate. No liability for its accuracy, errors, or omissions is assumed by the Seller, Halderman Real Estate Services, Inc. or their Agents or Representatives. Buyer and or Winning Bidder agrees to hold harmless and indemnify Halderman Real Estate Services, Inc. and their Agents and their Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc., arising from the auction and/or this contemplated real estate transaction.
- price of the property and/or governed by the terms of the PSA. Wire transfer instructions and escrow agreement forms will be provided to sources believed to be correct but is not guaranteed.
 - NEW DATA, CORRECTIONS, and CHANGES: Please check for updated information prior to scheduled auction time to inspect any changes, corrections, or additions to the property information.

BIDDING AND REGISTRATION INFORMATION

BIDDER VERIFICATION: Bidding rights are provisional, and if identity verification is questionable, Halderman Real Estate Services, Inc. has the right to reject the registration, and bidding activity will be terminated. The Seller and Halderman Real Estate Services, Inc. reserve the right to preclude any person from bidding if there is any question as to the person's credentials, mental fitness, etc. 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 Halderman Real Estate Services, Inc. or in their sole opinion detrimental to Bidding Activity, then Halderman Real Estate Services, Inc. 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.

**AUCTION END TIMES: Halderman Real Estate Services, Inc. online only auctions are timed events and all bidding will close at specified time. However, our auctions also have what is called an 'Auto Extend' feature. Any bid placed within the final 5 minutes of an auction results in the auction automatically extending 5 additional minutes. The bidding will extend in 5-minute increments from the time the last bid is placed until there are no more bids, and the lots sit idle for 5 minutes. This automatic extension is intended as a best effort toward the goal of ensuring the auction does not close until all bidding parties are done bidding, with no bidding party outbid at the last second without having another opportunity to bid again.

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 \$5,000. 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 ALLCTION.