**00 Duck Creek Crossing Lot 9, Metamora, IN 47030**

MIBOR Listing # **21517034**

Listing Agents: **Tim Yazel ------------ 317-512-1533**

**Rusty Harmeyer ---765-570-8118**

**Online Only Auction**

Bidding Platform: <https://haldermanauction.com/auctions/155>

Bidding Opens: September 17, 2019 at 8:00 AM EST

Bidding Closes: September 18, 2019 at 3:00 PM EST

Starting Bid**: $20,000**

**Terms & Conditions** AUCTIONEER: RUSSELL D. HARMEYER, IN Auct. Lic. #AU10000277

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

ONLINE BIDDING: AUCTION DATE/ TIME: Bidding begins September 17, 2019, Bidding concludes September 18, 2019 starting at 3:00 pm EST. BUYER’S PREMIUM: A $3,000 or 3.5%, whichever total is greater, buyer’s premium will be added to the winning bid amount to determine the final selling price. UPON CONCLUSION OF THE AUCTION: The Winning Bidder will be emailed a Real Estate Contract to print. The Winning Bidder is required to fully & correctly complete and properly sign the contract without any modifications. The Winning Bidder is to return the completed, signed contract to Halderman-Harmeyer Real Estate Services by email, fax, certified mail or deliver in person by September 19, 2019 at 4:00 pm EST. Along with the contract, the Winning Bidder is required to send the specified non-refundable earnest money. This non-refundable earnest money deposit will be held in escrow until closing when it will be credited to the Buyer as part of the purchase price of the property. Wire transfer instructions & escrow agreement forms will be provided to the Winning Bidder along with the contract after the auction. The Buyer shall be responsible for all wire transfer fees. A Winning Bidder that does not execute and return the completed contract & earnest money deposit by September 19, 2019 at 4:00 pm EST will be considered in default. Such default by the Winning Bidder will result in that Bidder’s liability to both the Seller and Halderman-Harmeyer Real Estate Services. The 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 with Halderman-Harmeyer Real Estate Services, Inc. In the case the property is to resell, the Winning Bidder shall be liable for payment of any deficiency realized from the second sale plus all costs. Such costs include but are not limited to the following: the holding costs of the property, the expenses of both sales, and legal and incidental damages of both the Seller and Halderman-Harmeyer Real Estate Services. In addition, Halderman-Harmeyer Real Estate Services reserves the right to recover any damages separately from the breach of the Buyer. Both, the Winning Bidder and the Seller, shall indemnify Halderman-Harmeyer Real Estate Services for & hold harmless Halderman-Harmeyer Real Estate Services from any costs, losses, liabilities, or expenses, including attorney fees resulting from Halderman-Harmeyer Real Estate Services being named as a party to any legal action resulting from either the Bidder’s or the Seller’s failure to fulfill any obligations and undertakings as set forth in this contractual agreement. REAL ESTATE TERMS: • TERMS OF SALE: 10% earnest money deposit due with the executed contract. The balance due at closing. This purchase is not subject to financing. • DATE OF CLOSING: The closing will take place on or before October 24, 2019. • POSSESSION: Possession will be granted at closing for land and buildings. • REAL ESTATE TAXES: The Seller will pay real estate taxes for 2018 payable in 2019. The Buyer will pay all 2019 taxes payable in 2020 and all taxes thereafter. • NO CONTINGENCIES: The Real Estate Contract is not contingent on or subject to Buyer’s financing, appraisal, survey, inspections of any kind, or any other contingencies as agreed to by bidders at registration prior to bidding. • SURVEY: There will be no survey unless required for clear title. If a survey is completed for title purposes, the cost will be split 50/50 between the Seller and the Buyer. • TITLE: The Buyer is entitled to and the Seller will provide clear, insurable title for property and a personal representative’s deed upon full payment. • ZONING AND EASEMENTS: This 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, & DRAWINGS: Visual representations are for illustrative purposes only and not surveyed boundary lines unless specified. • AGENCY: Halderman-Harmeyer Real Estate Services is the Agent of the Seller. • CONDITION OF PROPERTY: The property is being sold on an ‘AS IS, WHERE IS’ basis. Halderman-Harmeyer Real Estate Services, 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. 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 this print’s accuracy, errors, or omissions is assumed by the Seller, Halderman-Harmeyer Real Estate Services or their Agents or Representatives. The Buyer and/or the Bidder agree(s) to hold harmless & indemnify Halderman-Harmeyer Real Estate Services and their Agents and their Representatives from any and all claims, damages, or suits including but not limited to awards, judgments, costs, fees, etc. • DISCLAIMER: All information included herein was derived from 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-Harmeyer Real Estate Services has the right to reject the registration, and bidding activity will be terminated. The Seller & Halderman-Harmeyer Real Estate Services 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-Harmeyer Real Estate Services or in their sole opinion detrimental to Bidding Activity, then Halderman-Harmeyer Real Estate Services reserves the right to delete the bidder from bidding or unilaterally change the username with notification to the Bidder. When using the website, 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-Harmeyer Real Estate Services online only auctions are timed events and all bidding will close at the 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. Therefore, the auction will not close until all bidding parties are satisfied, and no one can be outbid without an opportunity to respond. TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Halderman-Harmeyer Real Estate Services reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Halderman-Harmeyer Real Estate Services 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 $500. Halderman-Harmeyer Real Estate Services reserves the right to reject any and all bids for any reason and 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-Harmeyer Real Estate Services are final.

YOUR BID ON THIS AUCTION INDICATES BOTH AN UNDERSTANDING AND AN ACCEPTANCE OF THE TERMS OF THIS CONTRACTUAL AGREEMENT BETWEEN YOURSELF AND THE SELLER.