

2
TRACTS

AUCTION

AUGUST 31, 2016 • 6:30 PM

BURLINGTON COMMUNITY BUILDING
425 E 5TH STREET • BURLINGTON, IN 46915

**PRODUCTIVE
FARMLAND**

**RURAL
RESIDENCE**

69^{+/-}
ACRES

OPEN HOUSES:

AUGUST 16 & 18 • 5:00 - 7:00 PM
5729 S 225 E • CUTLER, IN 46920

TWO-STORY HOME, WITH 3 BEDROOMS,
1 BATHROOM, AND PARTIAL BASEMENT.

42' X 72' POLE BARN



TRACT 1: 1.5^{+/-} ACRES
HOMESITE

TRACT 2: 68.19^{+/-} ACRES
60.96^{+/-} TILLABLE



LOCATION: 3 MILES SOUTHEAST
OF CUTLER, IN

ZONING: AGRICULTURAL

TOPOGRAPHY: LEVEL

SCHOOL DISTRICT: CARROLL
CONSOLIDATED SCHOOLS

ANNUAL TAXES: \$1,437.46

DITCH ASSESSMENT: \$28.00

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

HALDERMAN
REAL ESTATE
SERVICES
HLS# AJJ-11828 (16)

800.424.2324 | www.halderman.com

Owner: Joseph M. Sheagley Revocable Trust

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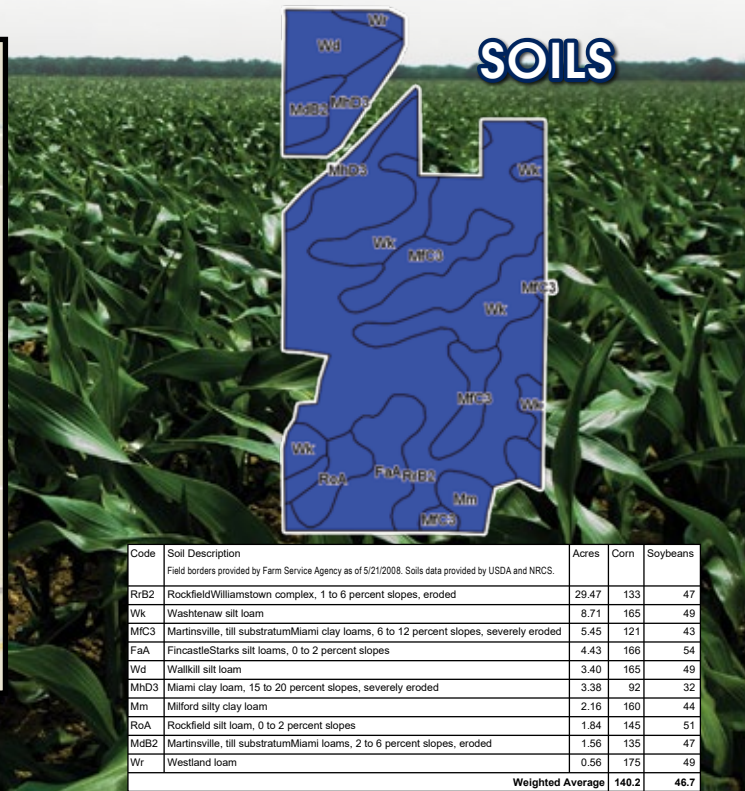
**69^{+/-}
ACRES**

PLACE BID

**Online Bidding
is Available**

DEMOCRAT TWP • CARROLL COUNTY

DOWNLOAD!
Halderman Real Estate App



TERMS & CONDITIONS

AUCTIONEER: RUSSELL D. HARMEYER, IN Auct. Lic. #AU1000277

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on August 31, 2016. At 6:30 PM, 69.69 acres, more or less, will be sold at the Burlington Community Building in Burlington, IN. This property will be offered as one single unit or in 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.

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

DEED: The Seller will provide a Trustee's 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.

FARM INCOME: The Seller will retain all 2016 farm income.

CLOSING: The closing shall be on or about October 21, 2016. The Seller has the choice to extend this date if necessary.

POSSESSION: Possession of the buildings will be at closing. Possession of the land will be at closing subject to the tenant's rights to the 2016 crop harvest

REAL ESTATE TAXES: Real estate taxes are \$1,437.46. 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 \$28.00. The Buyer(s) will pay the 2017 ditch assessment and all assessments 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. 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.