

**METHOD OF SALE:** Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on November 12, 2024. At 6:30 PM, 98.86 acres, more or less, will be sold at the Hamilton County Fairgrounds, 2003 Pleasant Street, Noblesville, IN 46060. This property will be offered in two (2) tracts as individual units or as a whole farm. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Sellers, shall constitute a binding contract between the Buyer(s) and the Sellers. 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.

**APPROVAL OF BIDS:** The Sellers reserve 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.

**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.

**ACREAGE:** The acreages listed in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.

**CLOSING:** The closing shall be on or before December 20, 2024. The Sellers have the choice to extend this date if necessary.

**POSSESSION:** Possession of the buildings will be at closing. Possession of land will be at closing, subject to the tenant's rights for the 2024 crop.

**REAL ESTATE TAXES:** The Sellers will pay real estate taxes for 2024 due 2025. Buyer will be given a credit at closing for the 2024 real estate taxes due 2025 and will pay all taxes beginning with the spring 2025 installment and all taxes thereafter.

**DITCH ASSESSMENT:** The Buyer(s) will pay 2025 ditch assessment beginning with the spring 2025 installment and all ditch assessments thereafter.

**SURVEY:** The Sellers reserve the right to determine the need for and type of survey provided. A boundary survey of the entire property will be completed, the cost of which will be shared 50/50 between the Sellers and the Buyer(s). If this boundary survey and the existing legal description is adequate for title insurance for the tracts, no new survey will be completed. If this boundary survey and the existing legal description is not sufficient to obtain title insurance, a further 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 new 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.

**FARM INCOME:** Seller will retain the 2024 farm income.

**DEED:** The Sellers will provide a Trustee's Deed at closing.

**EVIDENCE OF TITLE:** The Sellers 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.

**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.

**INGRESS & EGRESS EASEMENT:** If the tracts sell separately, an ingress/egress easement will be established over approximately the first 100 feet of the existing driveway on Tract 2 to provide ingress and egress from State Road 19 for Tract 1.

**PIPELINE EASEMENTS:** There are four natural gas pipelines that run across the property. The property is being sold subject to any and all easements of record for these pipelines.

**AERIAL PHOTOS, Images and Drawings:** are for illustration purposes only and not surveyed boundary lines unless specified

**MINERAL RIGHTS:** All mineral rights owned by the Sellers 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, Sellers disclaim 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 Sellers.

**AGENCY:** Halderman Real Estate Services Inc., Russell D. Harmeyer, Auctioneer, and their representatives, are exclusive agents of the Sellers.

**BID RIGGING:** Bid Rigging is a Federal Felony. Auctioneer will report illegal activity by any person to the FBI for investigation and prosecution. Title 15, Section 1 of the U.S. Code makes any agreement amongst potential bidders not to bid against one another, or to otherwise dampen bidding illegal. The law provides for fines of up to \$100,000,000 for a corporate offender and \$1,000,000 for an individual, plus imprisonment for up to 10 years.

**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 Sellers 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 Sellers or HRES. No environmental audit has been made, nor will one be made. 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, Sellers 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 Sellers 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 Sellers 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.