

# PRODUCTIVE HIGH QUALITY TILLABLE FARMLAND

WARREN TWP

# PROPERTY LOCATION

CLINTON CO

**FALDERMAN** 

Northwest of Michigantown along CR 600 N, CR 400 E and CR 500 E in Warren Township, Clinton County

# **SCHOOL DISTRICT**

Clinton Central Schools

# **TOPOGRAPHY**

Level

# ZONING

Agricultural

# **PROPERTY TYPE**

Farm

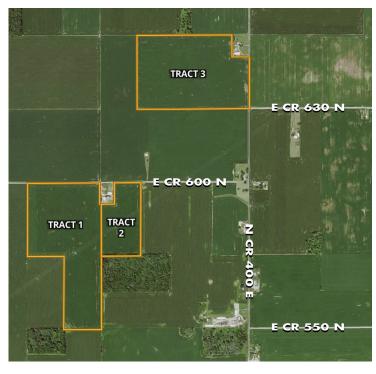
# **ANNUAL TAXES**

\$8,470.75

# **DITCH ASSESSMENT**

\$308.04

FARM: Nolan Trusts HLS# SFC-13054 (24)





**TOTAL ACRES** 

**TRACT 4 PICTURED** 

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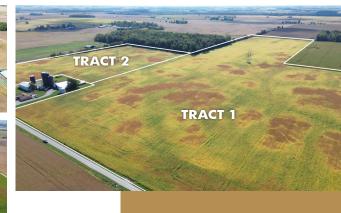


# ONLINE at halderman.com ONLINE at halderman.com Monday, November 25th | 4:00pm - 6:00pm et

# PRODUCTIVE HIGH QUALITY TILLABLE FARMLAND









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Jim Clark 765.659.4841 jimc@halderman.com





# **REGISTER FOR THE ONLINE AUCTION**



TO PLACE AN ONLINE BID, visit halderman.com or download the Halderman App. Please register prior to the auction.

800.424.2324 | halderman.com

58.9+/- Tillable • 0.85+/- Non-Tillable



All Tillable

3

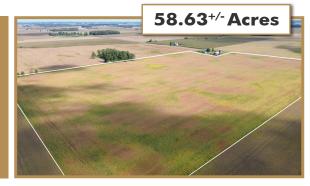
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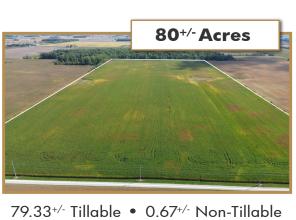
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58.3<sup>+/-</sup> Tillable • 0.33<sup>+/-</sup> Non-Tillable



**KEY** 



**TRACTS 1-2 SOIL MAP** 

**SOIL DESCRIPTION** 

Cy Cyclone silt loam, 0 to 2 percent slopes

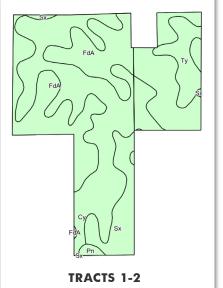
Sx Starks silt loam, 0 to 2 percent slopes

Ty Treaty silt loam, 0 to 2 percent slopes

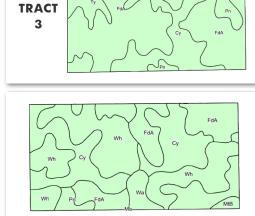
0 to 2 percent slopes

Patton silty clay loam, Tipton Till Plain,

FdA Fincastle-Crosby silt loams, 0 to 2 percent slopes



m



M PPN
Wh Cy Wh FdA Cy Wh Wh MIB  TRACT 4

TRACT 3 SOIL MAP							
KEY	,	SOIL DESCRIPTION	ACRES	CORN	SOYBEANS		
	FdA	Fincastle-Crosby silt loams, 0 to 2 percent slopes	31.26	156	51		
	Су	Cyclone silt loam, 0 to 2 percent slopes	12.34	185	65		
	Sx	Starks silt loam, 0 to 2 percent slopes	5.57	164	53		
	Pn	Patton silty clay loam, Tipton Till Plain, O to 2 percent slopes	5.49	173	61		
	Ту	Treaty silt loam, 0 to 2 percent slopes	5.46	177	62		
	MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	0.11	147	50		
WEIGHTED AVERAGE (WAPI)					56		

TRACT 4 SOIL MAP									
KEY	,	SOIL DESCRIPTION	ACRES	CORN	SOYBEANS				
	Су	Cyclone silt loam, 0 to 2 percent slopes	30.26	185	65				
	Wh	Whitaker silt loam, 0 to 2 percent slopes	28.35	155	51				
	FdA	Fincastle-Crosby silt loams, 0 to 2 percent slopes	15.12	156	51				
	Wa	Wallkill silt loam	2.91	140	40				
	Pn	Patton silty clay loam, Tipton Till Plain, O to 2 percent slopes	1.80	173	61				
	MtB	Miami-Crosby silt loams, 2 to 6 percent slopes	0.89	147	50				

WEIGHTED AVERAGE (WAPI) 166.4

WEIGHTED AVERAGE (WAPI)

216.26+/- ACRES

TRACTS 1-2 CANNOT BE

COMBINED WITH TRACTS 3-4

CLINTON COUNTY, IN

ACRES CORN SOYBEANS

51

65

53

62

61

57.5

56.2

156

185

164

177

173

33.62

30.72

7.88

5.39

0.58

## **TERMS AND CONDITIONS**

PLEASE READ AND REVIEW THE REAL ESTATE 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 AND ENTERS INTO A CONTRACTUAL AGREEMENT TO PURCHASE THE PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS

ONLINE BIDDING: AUCTION DATE / TIME: Bidding begins: November 25, 2024 @ 4:00 PM EST; Bidding closes: November 25, 2024 @ 6:00 PM EST (\*\*See AUCTION END TIMES).

UPON CONCLUSION OF THE AUCTION: 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. The successful bidders will be emailed a Real Estate Contract to print and is required to fully and correctly complete and properly sign without any modifications. Bidders are to return the completed, signed contract to Halderman Real Estate Services, Inc. by email, fax or delivered in person by 4:00 PM of the day following the auction. Along with the completed, signed contract, the Winning Bidders will be required to send the specified non-refundable earnest money deposit as stated in the real estate terms. This nonrefundable earnest money deposit will be held in escrow until closing after the auction. Purchaser shall be responsible for all wire transfer

Successful bidders not executing and returning the completed contract and earnest money deposit by 4:00 PM the day after the auction will be OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED considered in default. Such default by the Successful Bidder will result MATERIALS OR ANY OTHER ORAL STATEMENTS MADE. The property in that Bidder's liability to both the Seller and Halderman Real Estate is being sold on an "AS IS, WHERE IS" basis, and no warranty or Services, Inc. Seller shall have the right to (a) declare this contractual representation, either express or implied, concerning the property is agreement cancelled and recover full damage for its breach, (b) to elect to affirm this contractual agreement and enforce its specific performance or (c) Seller can resell the property either publicly or privately with Halderman Real Estate Services, Inc. and in such an event, the Buyer 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. In addition, Halderman Real Estate Services, Inc. also reserves the right to recover any damages separately from the breach of the Buyer.

Estate Services, Inc. for and hold harmless Halderman Real Estate Services, Inc. from any costs, losses, liabilities, or expenses, including attorney fees resulting from Halderman Real Estate Services, Inc. being named as a party to any legal action resulting from either Bidders or Sellers failure to fulfill any obligations and undertakings as set forth in this contractual agreement

# REAL ESTATE TERMS

- TERMS OF SALE: 10% earnest deposit down with the executed contract, balance due at closing. Your purchase is not subject to
- ACREAGE: The acreages listed in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.
- DATE OF CLOSING: Closing will occur on or before December 31, 2024.
- POSSESSION: Possession will be at closing.
- REAL ESTATE TAXES: The Sellers will pay real estate taxes for 2024 \*\*AUCTION END TIMES: Halderman Real Estate Services, Inc. online due 2025. Buyer will be given a credit at closing for the 2024 real only auctions are timed events and all bidding will close at specified 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.
- NO CONTINGENCIES: This Real Estate contract is not contingent on kind or any other contingencies as agreed to by bidders at registration prior to bidding
- completed and warrant that it will be sufficient to provide an owner's software to function properly for any reason. 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.
- combined with Tracts 3 and 4.
- 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 chase agreement(s) are null and void prior to the closing, and the Broker will return the Buyer's earnest money.

- 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. is the Agent and Representative of the Seller
- 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 idual, plus imprisonment for up to 10 years.
- DISCLAIMER: All information contained in this brochure and all and that amount will then be credited to the Buyer(s) as part of the related materials are subject to the Terms and Conditions outlined in the purchase price of the property. Wire transfer instructions and escrow purchase agreement. This information is subject to verification by all agreement forms will be provided to the Buyer(s) along with the contract parties relying upon it. No liability for its accuracy, errors or omissions is assumed by the Sellers or HRES. All sketches and dim this brochure are approximate. ANNOUNCEMENTS MADE BY HRES AND/OR THEIR AUCTIONEER AT THE AUCTION DURING THE TIME 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
- NEW DATA, CORRECTIONS, and CHANGES: Please check for Both the Successful Bidder and Seller shall indemnify Halderman Real 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 garee to keep their username and password confidential as they are responsible for ANY and ALL activity involving their account. If the registered bidder's user name 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.

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 or subject to Buyer's financing, appraisal, survey or inspections of any Therefore, the auction will not close until all bidding parties are satisfied and no one can be outbid at the last second without having another opportunity to bid again.

• SURVEY: The Sellers reserve the right to determine the need for and TECHNICAL ISSUES: In the event there are technical difficulties related type of survey provided. If an existing legal description is adequate to the server, software, internet or any other online auction-related for title insurance for the tract, no new survey will be completed. If the technologies, Halderman Real Estate Services, Inc. reserves the right to existing legal description is not sufficient to obtain title insurance, a extend bidding, continue the bidding, or close the bidding. Neither the survey will be completed, the cost of which will be shared 50/50 by the company providing the software, nor Halderman Real Estate Services, Sellers and the Buyer(s). The Sellers will choose the type of survey to be Inc. shall be held responsible for a missed bid or the failure of the

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 TRACT COMBINATION LIMITATIONS: Tracts 1 and 2 cannot be 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 AUCTION

• ZONING AND EASEMENTS: Property is being sold subject to any AUCTION CONDUCTED BY: RUSSELL D. HARMEYER, IN and all easements of record. Property is subject to all state and local Auct. Lic. #AU10000277, HRES IN Lic. #AC69200019