

VAN BUREN CO, MI

PAW PAW TWP

79.9+/- ACRES • TILLABLE ACREAGE  
RECREATIONAL OPPORTUNITIES • WOODS  
HISTORIC FARMHOUSE • (2) OUTBUILDINGS



# ONLINE AUCTION

at halderman.com

### OPEN HOUSE

Tuesday, December 10  
from 3:00 pm - 6:00 pm ET

### PROPERTY LOCATION

38126 72<sup>nd</sup> Avenue  
Decatur, MI 49095

5 miles northeast of Decatur, MI  
along 72<sup>nd</sup> Avenue and 38<sup>th</sup> Street  
in Paw Paw Twp, Van Buren Co.

### PROPERTY TYPE

Farm, Residential

### TOPOGRAPHY

Gently Rolling to Rolling

### ZONING

Agricultural

Additional information including photos and drone flight are available at halderman.com.



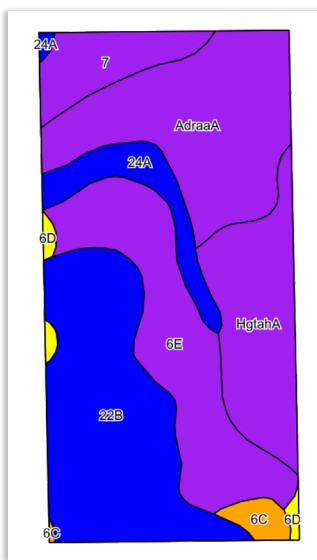
Nolan Sampson  
219.575.1486  
nolans@halderman.com



Colten Yager  
620.214.1915  
colteny@halderman.com

Thursday, December 19<sup>th</sup>, 4:00 pm - 6:00 pm ET

**TRACT BREAKDOWN and FEATURES:** 56.02+/- Tillable • 2.37+/- Homesite  
20.35+/- Recreational/Woods • 1.16+/- Roads/Other • 1,504 SQ FT Barn  
1,248 SQ FT Equipment Shed • 1,792 SQ FT Home (roof replaced 10 years ago)



| KEY    | SOIL DESCRIPTION                                    | ACRES |
|--------|---|-------|
| 22B    | Kalamazoo loam, 2 to 6 percent slopes               | 21.26 |
| AdraaA | Adrian muck, 0 to 1 percent slopes                  | 17.99 |
| 6E     | Oshtemo-Coloma loamy sands, 18 to 25 percent slopes | 15.86 |
| HgtahA | Houghton muck, 0 to 1 percent slopes                | 11.67 |
| 7      | Glendora sandy loam                                 | 5.02  |
| 24A    | Bronson sandy loam, 0 to 3 percent slopes           | 4.75  |
| 6C     | Oshtemo sandy loam, 6 to 12 percent slopes          | 1.36  |
| 6D     | Oshtemo-Coloma loamy sands, 12 to 18 percent slopes | 0.83  |

FARM: Daniel Chybik, HLS# NAS-13065 (24)



### SCAN TO REGISTER FOR THE AUCTION

TO PLACE A BID, visit  
halderman.com. Please  
register prior to the auction.



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REAL ESTATE & FARM MANAGEMENT

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PO Box 297 • Wabash, IN 46992

# ONLINE AUCTION

at [halderman.com](http://halderman.com)

**December 19<sup>th</sup> | 4:00pm - 6:00pm ET**

**IDEAL PROPERTY FOR INVESTMENT OR THOSE SEEKING A PEACEFUL LIFESTYLE**

**79.9+/- ACRES**

**5 MILES NORTHEAST OF DECATUR, MI**



**For a complete list of terms and conditions, visit [halderman.com/property-listings](http://halderman.com/property-listings).**

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: December 19, 2024 @ 4:00 PM EST; Bidding closes: December 19, 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 non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer(s) as part of the purchase price of the property. Wire transfer instructions and escrow agreement forms will be provided to the Buyer(s) along with the contract after the auction. Purchaser shall be responsible for all wire transfer fees.

Successful bidders not executing and returning the completed contract and earnest money deposit by 4:00 PM the day after the auction will be considered in default. Such default by the Successful Bidder will result in that 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) 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.

Both the Successful Bidder and Seller shall indemnify Halderman Real 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 financing.
- **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 January 17, 2025.
- **OPEN HOUSE:** Tuesday, December 10, 2024 from 3:00 PM – 6:00 PM
- **POSSESSION:** Possession of the land and buildings will be at closing.
- **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.
- **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.
- **DEED:** The Sellers will provide a General Warranty 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.

- **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 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.
- **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.

**AUCTION CONDUCTED BY:**  
HRES MI Auct. Lic. #6505264076

