

LYONS, IN  
WASHINGTON TWP | GREENE CO.

40+/-  
total acres

39.85+/-  
tillable

# AUCTION

April 14<sup>th</sup>, 6:30 pm EST

**AUCTION LOCATION**

Greene County 4-H Fairgrounds  
4503 E State Highway 54  
Bloomfield, IN 47424

**PROPERTY LOCATION**

Located on CR 500 W  
1/2 mile north of CR 200S

2 miles east of Lyons, IN  
2.5 miles south of Switz City

**ZONING**

Agricultural

**TOPOGRAPHY**

Level

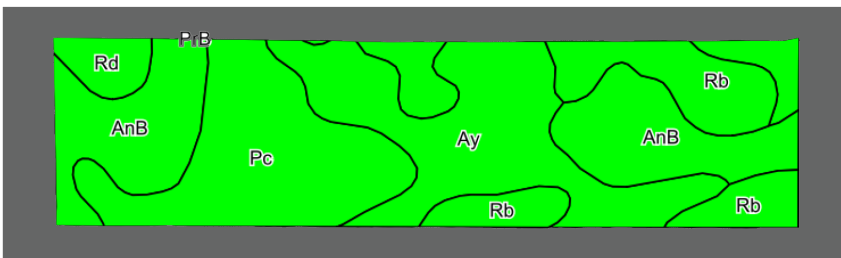
**ANNUAL TAXES**

\$1,046.26

Mostly Tillable

Good Quality  
Farmland

OWNER: WORTH, FREEMAN,  
EDWARDS, HLS# TML-12606 (21)



SOIL DESCRIPTION		ACRES	CORN	SOYBEANS
Ay	Ayrshire sandy loam	11.53	150	49
Pc	Patton silty clay loam, 0 to 1 percent slopes	10.62	160	46
AnB	Alvin-Bloomfield complex, 2 to 6 percent slopes	10.04	99	35
Rb	Rensselaer sandy loam	6.32	170	47
Rd	Rensselaer loam	1.34	175	49

WEIGHTED AVERAGE (WAPI) 143.8 44.4

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TODD LITTEN  
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# AUCTION

**April 14<sup>th</sup>, 6:30 pm EST**  
**Greene Co 4-H Fairgrounds**

**IN TIME  
FOR  
SPRING  
PLANTING**

Photo above is a stock photo representing spring planting and is not an exact representation of the auction property.

MOSTLY TILLABLE  
**40+/- total  
acres**

**AUCTION CONDUCTED BY: RUSSELL D. HARMEYER, IN**  
Auct. Lic. #AU10000277, HRES IN Lic. #AC69200019

## Terms and Conditions



**METHOD OF SALE:** Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on April 14, 2021. At 6:30 PM, 40 acres, more or less, will be sold at the Greene County 4H Fairgrounds, Heshey Hall, Bloomfield, IN. This property will be offered in one tract as an individual unit. 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 Todd Litten at 812-327-2466, 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 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.

**FARM INCOME:** Seller will retain the 2020 farm income.

**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 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.

**DEED:** The Sellers will provide Warranty Deeds and a Personal Representative 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



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closing, and the Broker will return the Buyer's earnest money.

**CLOSING:** The closing shall be on or before May 14, 2021, but no later than July 14, 2021. The Sellers have the choice to extend this date if necessary.

**POSSESSION:** Possession of the land will be at closing.

**REAL ESTATE TAXES:** The real estate taxes will be prorated to the day of closing.  
**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.

**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. 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, 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.