

ONLINE AUCTION

at halderman.com

December 14th | 8:00 am - 6:00 pm ET

34.489^{+/-} total acres



PROPERTY LOCATION

948 E 100 S
Winchester, IN 47394

ZONING

Agricultural

TOPOGRAPHY

Level to Gently Rolling

SCHOOL DISTRICT

Randolph Central School Corporation

ANNUAL TAXES

\$234

DITCH ASSESSMENT

\$94.68

Additional information including photos are available at halderman.com.



REGISTER FOR THE AUCTION

To place a bid, visit halderman.com and be sure to register prior to the auction.

FARM: Michael A. and Tanya L. Malak, HLS# CCP-12856 (22)

POTENTIAL BUILDING SITES • DEVELOPMENT LOCATION
EXCELLENT RECREATIONAL OPPORTUNITIES



17.892^{+/-} Acres 16.597^{+/-} Woods



16.597^{+/-} Wooded Acres



2%
BUYER'S
PREMIUM



Chris Peacock
765.546.0592
chrisp@halderman.com



Lauren Peacock
765.546.7359
lauren@halderman.com

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WINCHESTER, IN

BEAUTIFUL WOODS • RECREATIONAL OPPORTUNITIES

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: December 14, 2022 @ 8:00 AM EST; Bidding closes: December 14, 2022 @ 6:00 PM EST (**See AUCTION END TIMES).

UPON CONCLUSION OF THE AUCTION: The Winning Bidder will be emailed a Real Estate Contract to print and is required to fully and correctly complete and properly sign without any modifications. Bidder is to return the completed, signed contract to Halderman Real Estate Services, Inc. by email, fax, certified mail or delivered in person by 4:00 PM of the day following the auction. Along with the completed, signed contract, the Winning Bidder will be required to send the specified non-refundable earnest money deposit as stated in the property description. This non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer as part of the purchase price of the property. Wire transfer instructions and escrow agreement forms will be provided to the Buyer 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 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 before January 30, 2023.
- **POSSESSION:** At closing.
- **REAL ESTATE TAXES:** The property taxes will be prorated to the date of closing.
- **DITCH ASSESSMENT:** The ditch assessment will be prorated to the date of closing.
- **BUYER'S PREMIUM:** The buyer's premium is 2% of the purchase price.
- **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:** There will be no survey unless required for clear title. If a survey is completed for title purposes, the cost will be split 50/50 between the seller and the buyer(s).
- **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.
- **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.

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 agree 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.

****AUCTION END TIMES:** Halderman Real Estate Services, Inc. online only auctions are timed events and all bidding will close at specified 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. 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.

TECHNICAL ISSUES: In the event there are technical difficulties related to the server, software, internet or any other online auction-related technologies, Halderman Real Estate Services, Inc. reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the company providing the software, nor Halderman Real Estate Services, Inc. shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

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 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.

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