

ONLINE at halderman.com AUCTION

Tuesday, April 11th | 8:00 am - 6:00 pm ET

PROPERTY LOCATION

Along SR 122 west of Eaton,
OH in Preble Co, Jackson Twp

TRACT BREAKDOWN

TRACT 1: 100+/- Acres
97+/- Tillable • 3+/- Non-Tillable

TRACT 2: 43+/- Acres
26+/- Tillable • 15+/- Woods
2+/- Non-Tillable

143+/- total acres

SCHOOL DISTRICT

National Trail School
District

TOPOGRAPHY

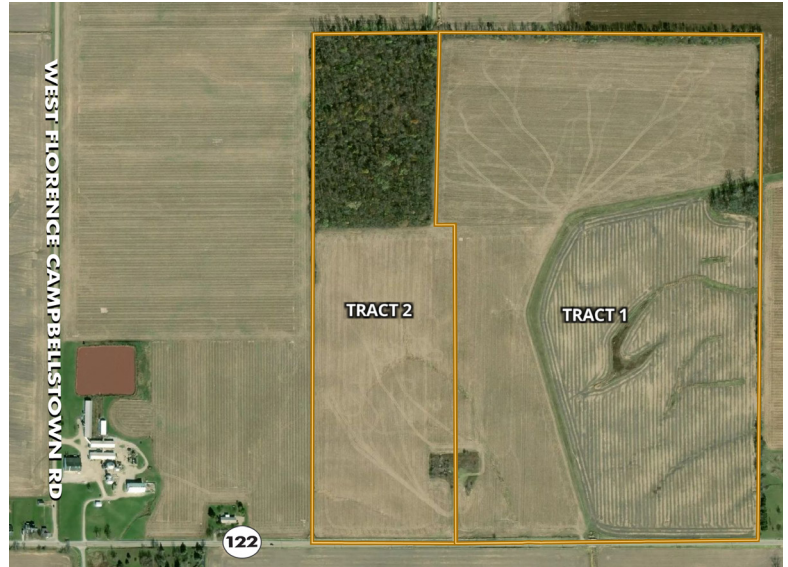
Gently Rolling

ZONING

A-1 Agricultural

ANNUAL TAXES

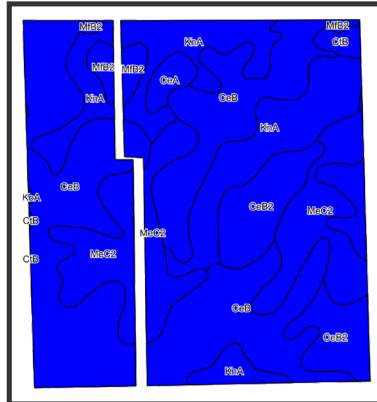
\$2,089.96



SOIL DESCRIPTION

ACRES

CeB	Celina silt loam, 2 to 6 percent slopes	63.46
KnA	Kokomo silt loam, 0 to 1 percent slopes	29.67
MeC2	Miamian silt loam, 6 to 12 percent slopes	25.94
CeB2	Celina silt loam, 2 to 6 percent slopes, eroded	16.82
MfB2	Miamian-Celina silt loams, 2 to 6 percent slopes, eroded	3.27
CeA	Celina silt loam, 0 to 2 percent slopes	2.10
CtB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	1.39
KoA	Kokomo silty clay loam, 0 to 1 percent slopes	0.11



REGISTER FOR THE AUCTION
TO PLACE A BID,
visit halderman.com.
Please register prior
to the auction.

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

FARM: Oak Creek Land Company, HLS# CLS-12897



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ONLINE AUCTION

at halderman.com

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143+/- total
acres

TILLABLE • WOODS • POSSIBLE HOME SITE • PREBLE CO, OH

For a complete list of terms and conditions, visit 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: April 11, 2023 @ 8:00 AM EST; Bidding closes: April 11, 2023 @ 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 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:

- **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% 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 or before May 25, 2023.
- **POSSESSION:** Possession of the land will be upon receipt of the earnest money and execution of the purchase agreement and signing of a 2023 cash lease. The lease is to be executed only in the event that

closing of the transaction does not occur. The lease is posted on Halderman.com.

- **REAL ESTATE TAXES:** The Seller is responsible for the 2022 real estate taxes. These taxes have been paid in full. The Buyer shall pay all real estate taxes and assessments thereafter. Any CAUV recoupment shall be Buyer's responsibility.
- **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 Warranty Deed at closing.
- **EVIDENCE OF TITLE:** Sellers will provide an Attorney's Certificate of Title to the Purchaser. The Sellers will pay the Preble Co. conveyance fee to transfer title. If any buyer elects to purchase title insurance or Lender's Policy, the cost thereof shall be at buyer's sole expense. If the title is not marketable, then the purchase agreement is 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.

AUCTION CONDUCTED BY: RUSSELL D. HARMEYER, OH Auct. Lic. #2001014575