#### **AUCTION TERMS & CONDITIONS:**

**PROCEDURE:** The property will be offered as a total 93.5± acre unit. There will be open bidding during the auction as determined by the Auctioner. **DOWN PAYMENT:** 10% down payment on the day of auction. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICE: The final bid price is subject to the Seller's acceptance or rejection. The successful bidder will be required to sign a Purchase Agreement at the auction site immediately following the close of the auction.

**EVIDENCE OF TITLE:** Seller shall provide a preliminary title insurance commitment for review prior to the auction. Seller agrees to furnish Buyer, at Seller's expense, an updated title commitment prior to closing. The cost of providing an Owner's Title Policy shall be paid for by Seller at closing. **DEED:** Seller shall provide Warranty Deed.

**CLOSING:** The balance of the purchase price is due at closing, which will take place on or before 30 days after the auction, or as soon thereafter as applicable closing documents are completed by the Seller. Costs for an administered closing shall be shared 50:50 between Buyer and Seller. All lender costs shall be paid by the Buyer.

#### POSSESSION: Possession is at closing.

**REAL ESTATE TAXES:** Real estate taxes will be pro-rated to the date of closing. Buyer shall pay all other assessments including drainage assessments, if any, that are last payable without a penalty after the date of closing.

ACREAGE: All acreages, dimensions, and proposed boundaries are approximate and have been estimated based on county tax parcel data, county GIS and/or aerial mapping.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

**PROPERTY INSPECTION:** Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates has been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property

### for sale.

**AGENCY:** Schrader Real Estate & Auction Company, Inc. and its representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents 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 the Auctioneer are final. ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. Some of these photos are for illustrative purposes and were not photographed on the property.



Excellent Location • Possible Building Sites • 5± Acre Pond • Tillable Land • Wooded & Recreation Land



Miami County

Near Peru



Excellent Location • Possible Building Sites • 5± Acre Pond • Tillable Land • Wooded & Recreation Land

# Inspections: Wednesday, October 17 & 31 • 3-5pm Or call Jim for private showing.

# - AUCTION LOCATION -

At the SW corner of Peru, IN • Located at the intersection of US 31 & Business 31 • Best Western Circus City Inn • 2642 S. Business 31, Peru, IN 46970

# - PROPERTY LOCATION -

From the intersection at US 31 & Business 31, take Business 31 NE (toward Peru) 1.7 miles to Wallick Rd. (100W), then take Wallick Rd. (100W) 2.7 miles south to the property on the west side.

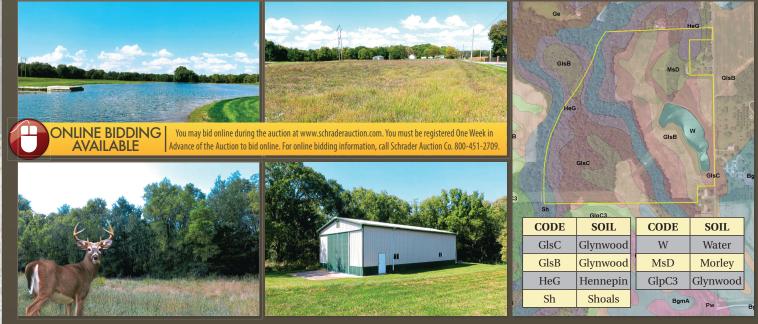
## - TRACT INFORMATION -

A 93.5 $\pm$  acre parcel of land with 39.8 $\pm$  acres tillable. This tract has a 5 $\pm$  acre pond which is 22 $\pm$  feet deep and has been stocked with fish (per the owner). The balance of the land is wooded. The Miami Co. Assessor card shows that there is a 30'x60'x16' storage building on this tract. I was informed that this storage building has concrete floor and there are (2) sliding doors on the north and south end and an entrance door. 2017-18 RE Tax: \$594.49/6 months.

## **OWNERS:** Timothy & Cindy Kline

SALE MANAGERS: Jim & Jimmy Hayworth OFFICE: 888-808-8680 CELL: 765-427-1913 • 219-869-0329





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