

PROCEDURE: The property will be offered in 2 tracts, or as a total unit. There will be open bidding on all tracts & combinations during the auction as determined by the auctioneer. Bids on the tracts & the total property may compete. The property will be bid in the manner resulting in the highest total sale price. **DOWN PAYMENT:** 10% Cash down payment at close of auction for individual tracts or combination of tracts. The down payment may be made in the form of Cash or cashier's check or a personal or corporate check immediately negotiable. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU HAVE ARRANGED FINANCING, IF NEEDED, & ARE CAPABLE OF PAYING CASH AT CLOSING. APPROVAL OF BID PRICES:** At the close of the auction, Buyer(s) will be required to execute an Agreement to Purchase Real Estate & Addendum. The terms of this agreement & addendum are non-negotiable. All final bid prices are subject to the Seller's acceptance or rejection. **DEED:** Seller shall provide a Warranty deed. Real Estate sold subject to all rights of way, legal highways, leases, & easements of public road & utilities. **EVIDENCE OF TITLE:** Seller agrees to provide marketable title to the property, subject to matters of record. It shall be the Buyer's(s) option to purchase Title Insurance if desired. The cost of the Owner's Title Insurance will be the responsibility of the Buyer(s). **CLOSING:** Balance of purchase price is due in cash at closing, which will take place on or before November 30th, 2018. The cost for an insured closing will be shared 50/50 between Buyer & Seller. All lenders costs shall be paid by the Buyer(s). **POSSESSION:** Possession of farm & is at closing, subject to 2018 crops. **REAL ESTATE TAXES:** The Real Estate Taxes shall be pro-rated to the date of closing. The Buyer(s) shall pay all thereafter. **CAUV:** If usage of property is changed, the Buyer is responsible for CAUV recoupment. Sellers have heretofore used property for agricultural purposes & its real estate taxes have been levied & paid upon a reduced Current Agricultural Use Valuation (CAUV). The Buyer's inability or failure to qualify with the local County Auditor

for the CAUV valuation for the future will result in a CAUV recoupment of the past real estate tax savings. Buyer shall be wholly responsible for & pay any CAUV recoupment to become due by Buyer's conversion of the property to a non-agricultural or non-qualifying use (within the definition of Current Agricultural Use Property). **DITCH ASSESSMENTS:** Buyer(s) shall pay all ditch assessments due after closing. **ACREAGE:** All tract acreage, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions &/or aerial photos. **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 the auction. Any need for a new survey will be determined solely by the Seller. The cost of the survey will be split 50/50 between Buyer & Seller. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised & surveyed acres. In the event that the entire property sells to one buyer there shall be no survey. **PROPERTY INSPECTION:** Each potential Bidder is responsible to conduct, at their own risk, their own independent inspections, investigations, inquiries, & due diligence concerning the property. Inspection dates have been scheduled & will be staffed with auction personnel. Please feel free to inspect the land at any other time at your own risk & being careful to respect the tenant farmers' growing crops. **EASEMENTS:** All real estate is being sold subject to any existing recorded easements. Existing recorded leases, if any will be assigned to the Buyer. **DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained in this brochure & all related materials is subject to the Terms & Conditions outlined in the Purchase Agreement. Your bids are to be based solely upon your inspection. All real estate is sold "as is" without physical warranty. Seller & agent are not assuming any responsibility for warranty of any specific zoning classifications, location of utilities, assurance of building

permits, driveway permits or water & septic permits. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. 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. All sketches & dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assumes all risks thereof & acknowledges that in consideration of the other provisions contained in the sale documents, Seller & the Auction Company make no warranty or representation, express or implied or arising by operation of law, including an warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, & in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction & increments of bidding are at the direction & discretion of the auctioneer. The Seller & Auction Company 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. **FAIR HOUSING:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code & the Federal Fair Housing Law 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**



Defiance County Farmland Auction

Tue, Oct. 30 • 6pm at the Gathering Place of Hicksville | Preview: Tue, Oct. 16 • 4-6pm Meet a Schrader Rep at the property.

| OCTOBER 2018 | | | | | | |
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| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

Auction Manager: Jerry Ehle
63198513759, 2013000026

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950 N Liberty Dr, Columbia City, IN 46725



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Defiance County Farmland Auction

Tuesday, October 30 • 6PM | Held at the Gathering Place of Hicksville

39±
acres in 2 tracts

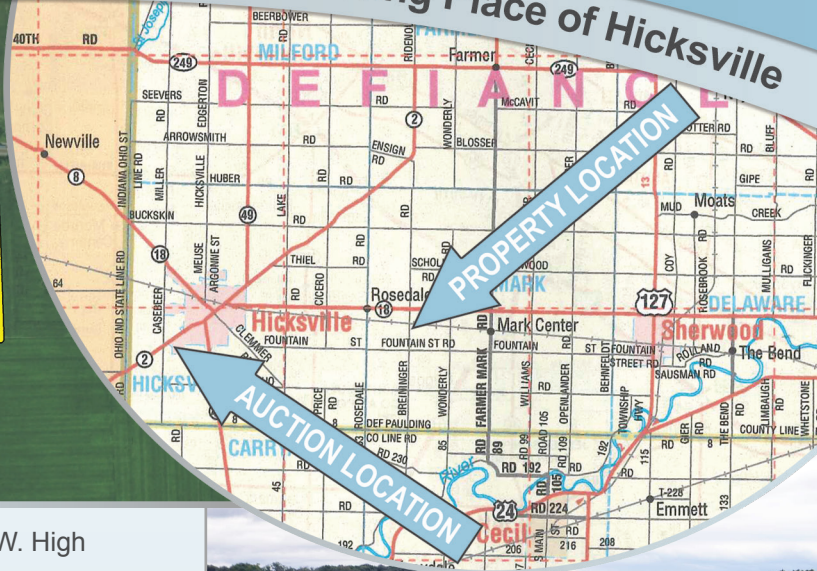
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Defiance County Farmland Auction

Tuesday, October 30 • 6PM | Held at the Gathering Place of Hicksville



AUCTION LOCATION: The Gathering Place of Hicksville • 775 W. High Street (SR 2), Hicksville, OH

PROPERTY LOCATION: Mark Township, Section 19 • Located on Breining Road (Township Rd. 119)

DIRECTIONS: Take SR 18 east out of Hicksville 3 ½ miles, turn south on Breining Rd. Cross the tracks, and property is on both sides of road.

TRACT DESCRIPTIONS

TRACT 1: 21± ACRES, This tract is on the west side of Breining Road. There is approximately 650 feet of road frontage. The property runs along the RR right of way approximately 1330 feet deep. The soils are mostly Latty silty clay with some Hoytville silty clay along the north edge.

TRACT 2: 18± ACRES, This tract is on the east side of Breining road. There is approximately 380 feet of road frontage. The property runs along the RR right of way approximately 1330 feet deep. Again, the soils are mostly Latty silty clay with a run of Hoytville silty clay along the north edge.

SELLER: James Allen Potter | **AUCTION MANAGER:** Jerry Ehle



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