



July 12, 2024

Re: Kally Webster Farm

147.2+/- acres in three tracts

Dear Prospective Bidder:

We are pleased to announce the opportunity to purchase a total of 147.2+/- acres in three tracts owned by Kally Webster. The seller has authorized us to proceed with a Sealed Bid Auction of the property. The property will be offered for sale according to the procedures and terms outlined in this letter and bid packet.

Enclosed in this bid packet are the following:

1. A copy of our brochure with the sale details
2. Terms and conditions of the sale.
3. Purchase agreement for your use, if you desire to make a bid
4. Disclosures and forms relating to the properties.

We are offering the property in three tracts. As individual tracts, in combinations or as a whole. **All bids are due to Dave Bonnell of Halderman Real Estate Services, Inc. at the address or email shown below, on or before 5 PM EST, August 23, 2024.**

The following sealed bid auction process will be used:

1. Bid packets are mailed or emailed upon request.
2. Interested bidders may arrange to view the property prior to the bid deadline.
3. Interested bidders may complete any due diligence they desire, ask questions of the Halderman Real Estate Services, Inc. Representatives, seek financing, if necessary, and prepare their best bid.

4. Sealed bids must be received by Halderman Real Estate Services at P.O. Box 297, Wabash, Indiana 46992, emailed to haldermanauction@halderman.com or hand delivered to Dave Bonnell at 5870 N Talley Road, Columbus, IN 47203-9354 by 5 PM EST on August 23, 2024. The bids must be in the form of the Halderman Real Estate Services purchase agreement included in the bid packet.
5. Bids will be reviewed by Halderman Real Estate Services, Inc. Representatives and Kally Webster. Dave Bonnell will then contact the successful bidder(s) on or before 12 PM EST on August 28, 2024, to inform them of an accepted purchase agreement. At that time, an earnest money deposit of 10% of the purchase price will be required in accordance with the terms of the sale stating that 10% down is due upon acceptance of the bid. **The seller reserves the right to accept or reject any or all bids as well as the right to sell this property prior to the sealed bid due date.**
6. The closing process begins shortly after successful bids have been accepted by the seller.

If you are interested in placing a bid, the following steps will assist you in filling out the purchase agreement and submitting your bid. The terms of sale are pre-established and already outlined in the purchase agreement. Please follow these instructions in completing your portion of the purchase agreement.

Beginning at the top of Page One of the Purchase Agreement:

1. Date the purchase agreement in the upper right hand corner.
2. Write which tract(s) you wish to bid on.
3. In the first line of Paragraph A, please fill in the total dollar amount of your bid. First, write the bid amount alphabetically, for example: "Fifty thousand and no/100". Second, write the number numerically, for example: \$50,000.00, in the second blank on the second line of Paragraph A. Third, complete the per acre bid price in the blank on the third line of Paragraph A.
4. On page one, please sign your name beside the highlighted "X" under Paragraph E.
You are hereby acknowledging that you are buying the property in an "AS IS" condition with this signature.
5. Initial page one in the bottom right hand corner on the highlighted line above "Purchaser's Initials". Feel free to make room for more than one set of initials, if necessary.
6. On page two, Paragraph M, fill in the appropriate earnest money deposit in the 2nd blank. The earnest money deposit is equal to 10% of Purchase Price indicated in Paragraph A.
7. Initial page two in the bottom right hand corner on the highlighted line above "Purchaser's Initials". Feel free to make room for more than one set of initials, if necessary.

8. On page three, complete the section beginning with, Signed this ____ Day of _____.....” by filling in the date and time you sign your bid.
9. Sign your name(s) **above** the line entitled “Purchaser’s Signature”.
10. On the next line, please print your name(s) in the manner in which you wish to have them written on the deed. This may be individual name(s), a corporate name, an LLC, or partnership, etc.
11. On the lines that follow below: please enter your contact information including: email address, mailing address, and best phone number. If you plan to borrow money to finance your purchase, please tell us the name of your lender and the lender’s phone number. If you have an attorney that will be representing you in this purchase, please tell us the attorney’s name and phone number. This will expedite the handling of your bid if it is successful.
12. Initial page three in the bottom right hand corner on the highlighted line above “Purchaser’s Initials”. Feel free to make room for more than one set of initials, if necessary.
13. On the next page, please place a checkmark in the box beside the legal description(s) of the tract(s) you desire to purchase.
14. Sign and date the agency disclosure and return it along with the purchase agreement.
15. The earnest money deposit payment of 10% will be collected upon acceptance of your bid.

The Purchase Agreement is a legally binding agreement, and you may wish to have your attorney review it before you sign and deliver it to Halderman Real Estate, P.O. Box 297, Wabash, IN 46992, haldermanauction@halderman.com or hand delivered to Dave Bonnell at 5870 N Talley Rd, Columbus, IN 47203-9354.

Please contact Dave Bonnell at 812-343-4313, Michael Bonnell at 812-343-6036, Rusty Harmeyer at 765- 570-8118 or Tyler Reiger at 812-614-8034 with any questions you may have.

Bids due August 23rd by 5:00 pm ET



SEALED BID AUCTION

HIGHLY PRODUCTIVE CROPLAND • TILLABLE • LOCATED NEAR HOMER, IN

3 TRACTS

147.2+/- total acres

SEALED BID AUCTION

Bids due Friday, August 23rd by 5:00 pm ET

TRACT 1



TRACT 2



TRACT 3



TERMS AND CONDITIONS

PLEASE READ AND REVIEW THE REAL ESTATE TERMS THOROUGHLY PRIOR TO BIDDING ON ANY PROPERTY. IF YOU HAVE NOT READ OR DO NOT UNDERSTAND THESE TERMS, DO NOT BID. BY SUBMITTING A SEALED BID FOR THE PROPERTY OR THE SHARES, 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 AND THOSE CONTAINED IN THE PURCHASE AGREEMENT SUBMITTED WITH THEIR BID:

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer 147.2 acres, more or less in 3 tracts in Walker Township, Rush County. Bids for these sealed bid auctions must be received no later than Friday, August 23, 2024 at 5:00 PM EST. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Seller, shall constitute a binding contract between the Buyer(s) and the Seller. HRES will offer these parcels as individual tracts, in combinations, or as a whole farm. Final sale decisions will be made and successful bidders will be notified by 12:00 PM EST on Wednesday August 28, 2024. The auctioneer will settle any disputes as to bids and their decision will be final.

BID FORMAT: Bid packets will be provided upon request outlining the procedures and will include a real estate purchase agreement. All bids must be received (not postmarked) by US MAIL to PO Box 297, Wabash, IN 46992; hand delivered to Dave Bonnell at 5870 N Talley Rd, Columbus, IN 47203-9354; or emailed to haldermanauction@halderman.com. If emailed, ask for confirmation of receipt. All bids must be received by 5:00 PM EST on August 23, 2024.

ACREAGE: The acreages listed in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.

SURVEY: There will be no survey unless required for clear title. If the existing legal description is not sufficient to obtain marketable title, a survey will be completed, the cost of which will be shared equally between the Buyer and the Seller. The Seller will choose the type of survey to be completed and warrant that it will be sufficient to provide marketable title 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.

TERMS OF SALE: 10% of the bid down upon acceptance of the bid with the balance due at closing. The down payment must be in the form of personal check, cashier's check, corporate check or wire. **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 Seller reserves the right to accept or reject any and all bids for any reason. All persons submitting a sealed bid must be at least 18 years of age or older and have full authority to bid on the property either solely or as a representative of the bidding entity. The successful bidder(s) will enter into a purchase agreement immediately upon acceptance of their sealed bid.

CLOSING: The closing shall be on or before November 6, 2024. The Seller has the choice to extend this date if necessary.

POSSESSION: Possession will be at closing, subject to the tenant's rights to the 2024 crop.

FARM INCOME: The Seller will retain the 2024 lease payment.

REAL ESTATE TAXES: The Buyer(s) will pay the 2024 real estate taxes that are due and payable Spring 2025

and thereafter.

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.

DEED: The Seller will provide a Warranty Deed at closing.

TITLE: The Seller 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.

MINERAL RIGHTS: All mineral rights owned by the Seller will be conveyed to the Buyer(s).

PERSONAL PROPERTY: No personal property is included in the sale of the real estate.

AGENCY: Halderman Real Estate Services and their representatives, are exclusive agents of the Seller.

CONDITION OF PROPERTY: Property and Shares are sold in 'AS IS, WHERE IS' condition. Halderman Real Estate Services, Inc, the Seller nor their representatives, agents, or employees make no express or implied warranties or representations of any kind. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding on the subject property. Further, Seller disclaims any and all responsibility for prospects safety during any physical inspection of the property. No party shall be deemed an invitee by virtue of the offer of the property for sale. All information presented in the brochure, website, and all other mediums is subject to verification by all parties relying on it. All sketches and dimensions are approximate. No liability for its accuracy, errors, or omissions is assumed by the Seller, Halderman Real Estate Services, Inc. or their Agents or Representatives. Buyer and or Bidder agrees to hold harmless and indemnify Halderman Real Estate Services, Inc. and their Agents and their Representatives from any and all claims, damages or suits including but not limited to awards, judgments, costs, fees, etc.

BID RIGGING: Bid Rigging is a Federal Felony. Auctioneer will report illegal activity by any person to the FBI for investigation and prosecution. Title 15, Section 1 of the U.S. Code makes any agreement amongst potential bidders not to bid against one another, or to otherwise dampen bidding, illegal. The law provides for fines up to \$100,000,000 for a corporate offender and \$1,000,000 for an individual, plus imprisonment of up to 10 years. Don't take the chance.

AERIAL PHOTOS, IMAGES AND DRAWINGS: For illustration purposes only and not surveyed boundary lines unless specified. **DISCLAIMER:** All information included herein was derived from sources believed to be correct, but is not guaranteed.

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.

YOUR BID ON THIS AUCTION INDICATES BOTH AN UNDERSTANDING AND AN ACCEPTANCE OF THE TERMS OF THIS CONTRACTUAL AGREEMENT BETWEEN YOU, 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: HRES IN Lic. #AC69200019

147.2+/- total acres

NEAR HOMER, IN | 3 TRACTS
HIGHLY PRODUCTIVE CROPLAND



SCAN FOR ADDITIONAL AUCTION DETAILS

View additional photos, drone footage, and details regarding this upcoming auction.



Dave Bonnell
812.343.4313
dave@halderman.com



Michael Bonnell
812.343.6036
michaelb@halderman.com



Tyler Reiger
812.614.8034
tylerr@halderman.com



Rusty Harmeyer
765.570.8118
rustyh@halderman.com



HALDERMAN
REAL ESTATE & FARM MANAGEMENT
800.424.2324 | halderman.com

TRACT 1



8.3+/- Acres

All Tillable Acreage

TRACT 2



46+/- Acres

45.5+/- Tillable • 0.5+/- Non-Tillable

TRACT 3



92.9+/- Acres

92.1+/- Tillable • 0.8+/- Non-Tillable

HOW TO PLACE A BID

To request a **bidder's packet**, contact your local sales representative or the Halderman Main Office (800.424.2324). Bids must be completed via the purchase agreement in the bidder's packet and submitted via:

US MAIL: Halderman Real Estate, PO BOX 297, Wabash, IN 46992

OR HAND DELIVERED: Dave Bonnell, 5870 N Talley Road, Columbus, IN 47203

OR EMAILED: haldermanauction@halderman.com

Deadline for all bids is 5:00 pm ET on Friday, August 23, 2024.

All bid packets must be received by this date and not postmarked.

BUYERS CAN PLACE A SEALED BID EITHER BY:

- INDIVIDUAL TRACT
- COMBINATION OF TRACTS
- ENTIRE 147.2+/- ACRES

FARM: Kally Webster, HLS# PDB-13019 (24)



147.2+/- ACRES • 3 TRACTS • HIGHLY PRODUCTIVE CROPLAND



PROPERTY LOCATION

South side of SR 44 and east side of CR 600 W near Homer, IN in Walker Township, Rush County.

SCHOOL DISTRICT

Rush County Schools

ZONING

A-1 Agricultural

PROPERTY TYPE

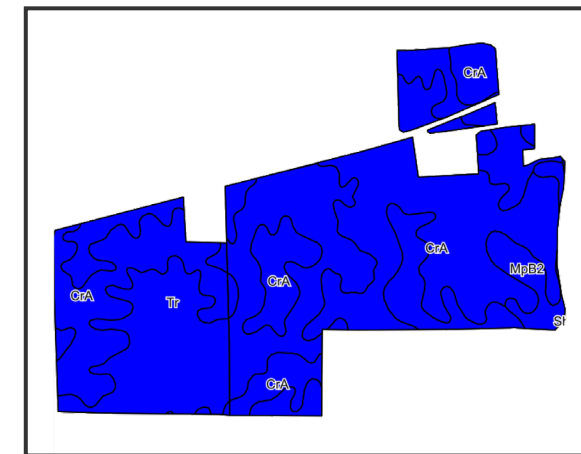
Farm

TOPOGRAPHY

Level

ANNUAL TAXES

\$3,952.56



	SOIL DESCRIPTION	ACRES	CORN	SOYBEANS
CrA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	74.75	142	52
Tr	Treaty silty clay loam, 0 to 1 percent slopes	65.88	181	64
MpB2	Miamian silt loam, New Castle Till Plain, 2 to 6 percent slopes	5.23	127	45
Sh	Shoals silt loam, 0 to 2 percent slopes, frequently flooded brief duration	0.07	125	43
WEIGHTED AVERAGE (WAPI)			159.1	57.2

Additional information including photos are available at halderman.com.

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**PURCHASE AGREEMENT
FOR REAL ESTATE**

(Agreement for land only)



Date: _____

Purchaser agrees to purchase real estate (the "Property") known as the _____
_____ in _____ Township, _____ County, State of _____
which is legally described as

and is generally located

in accordance with the terms and conditions set forth below:

A. PURCHASE PRICE:

Purchaser agrees to pay _____ Dollars (\$ _____) for the above property, subject to the adjustments and prorations hereinafter described. If a survey is completed by the seller, the final purchase price will be calculated using the bid price of \$ _____ per acre times the final surveyed acres.

B. METHOD OF PAYMENT:

Cash: The entire purchase price shall be paid in cash at closing and the purchase is not contingent upon the Purchaser being able to obtain financing.

C. CLOSING DATE:

Closing date shall be within _____ days after mortgage proceeds are ready to be paid out and/or all legal documents necessary for the closing have been prepared and approved **OR** _____, whichever occurs first. In no event shall the closing be later than _____, unless an extension is agreed to in writing by both parties.

D. POSSESSION:

Possession of the farmland shall be _____
subject to the following: _____

E. INSPECTIONS:

PURCHASER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT THE ABOVE MENTIONED INSPECTIONS. HOWEVER, PURCHASER HEREBY WAIVES INSPECTIONS AND RELIES UPON THE CONDITION OF THE PROPERTY BASED UPON HIS OWN EXAMINATION AND RELEASES THE SELLER, BROKER AND SALESPERSONS FROM ANY AND ALL LIABILITY RELATING TO ANY DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH WAIVER SHALL SURVIVE THE CLOSING.

_____ _____

REQUIRED FHA/VA OR LENDER INSPECTIONS ARE NOT INCLUDED IN THIS WAIVER.

F. REAL ESTATE TAX:

Real estate taxes and any special assessments to be payable in accordance with Paragraph _____ below:

- 1) Prorated to day of closing.
- 2) Seller shall pay all real estate property taxes for _____ due and payable in _____. The purchaser shall receive credit for the _____ real estate taxes due and payable in _____ and therefore be responsible beginning with the _____ installment and thereafter.

Purchaser shall pay any and all real estate assessments for _____ beginning with the _____ installment.

G. TITLE EVIDENCE: Said real estate shall be conveyed to Purchaser by one of the following: **Strike one** [general warranty deed]

[corporate warranty deed] [quit claim deed] [personal representative's deed] [trustee's deed] [administrator's deed]
in the same condition as it now is, ordinary wear and tear excepted, subject to all covenants, easements, restrictions, right-of-way, and limitations now of record, and subject to the provisions of applicable zoning laws, and free and clear of all other liens and encumbrances except as stated in this Purchase Agreement

Prior to closing, Purchaser shall be furnished at Seller's expense, a commitment for an ALTA approved owner's title insurance policy in the amount of purchase price. Seller will pay the title insurance premium for the owner's title insurance policy. A mortgagee's title insurance policy, if required by Purchaser, may be ordered at the Purchaser's expense. Any encumbrances or defects in title must be removed from said commitment and subsequent title insurance policy issued free and clear of said encumbrances and title defects. The final policy shall be subject only to standard exceptions, taxes, easements, restrictive covenants and encumbrances of Purchaser. The commitment shall be ordered: **strike one** [immediately] [after mortgage approval].
[other _____]

H. SURVEY:

A staked survey will or will not be completed. IF a survey is completed by the seller for title purposes, the cost of the survey will be **strike one** [Shared equally] [Seller's] [Purchaser's] expense. If any other survey is required by the Purchaser, the Purchaser will pay for the expense of such survey.

I. PUBLIC IMPROVEMENT ASSESSMENTS:

Seller warrants that he has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date hereof but which will result in a lien or charge shall be paid by Purchaser.

J. MAINTENANCE OF PROPERTY:

Seller shall maintain the Property and related equipment so as to preserve the status quo until time of possession by Purchaser.

K. RENTS: (Complete, if applicable)

Rents shall be handled in accordance with Paragraph _____ below:

- 1) Prorated to the date of closing, or
- 2)

L. TIME:

Time is of the essence in this Purchase Agreement. Time periods specified in this Agreement shall expire at midnight on the date stated unless the parties agree in writing to a different date or time.

M. EARNEST MONEY:

Purchaser submits herewith \$ _____ as earnest money with this Purchase Agreement. Upon acceptance of this Purchase Agreement Purchaser submits an additional \$ _____ as earnest money deposit. All earnest money deposits shall be applied to the purchase price. Earnest money shall be deposited _____ in the listing BROKER'S Escrow Account TITLE COMPANY'S (_____) Escrow Account immediately upon receipt of it, and held until time of closing the transaction or termination of this Purchase Agreement. Earnest money shall be returned promptly in the event this Purchase Agreement is not accepted.

N. REMEDIES OF SELLER, PURCHASER, AND BROKER:

In the event SELLERS breach the accepted Purchase Agreement and fail or refuse to close PURCHASER shall be entitled to sue SELLERS either for specific performance, rescision, or for damages. In any claim or suit by PURCHASERS for rescision or damages, the Broker shall only be liable to PURCHASER for return of the earnest money deposit; and SELLERS shall be liable to Broker for the commission Broker would have earned had the sale been consummated. In the event PURCHASERS breach the accepted Purchase Agreement and fail or refuse to close, the earnest money deposit shall be forfeited by PURCHASERS and disbursed by Broker in accordance with the terms of the listing contract executed by SELLER. In addition, SELLER may pursue all legal or equitable remedies including a suit for specific performance. ANY JUDGMENTS resulting from any above listed actions shall include reasonable attorney's fees and costs for the prevailing party. Any disputes arising involving the disposition of the earnest money shall be settled by the parties or by a court of competent jurisdiction prior to Broker disbursing said funds, and Broker is authorized to retain the earnest money deposit in escrow until such settlement has been reached. Broker's sole liability in any dispute shall be for proper disbursement of the earnest money deposit.

O. MISCELLANEOUS PROVISIONS: The transaction shall be closed in accordance with the following:

1. If taxes are not yet established and must be computed the most recent tax rate and the most recent assessed valuation at time of closing shall be used.
2. If a party to this Agreement, by himself or through his agent, requires that this transaction is to be closed by a title company, mortgage company, attorney, etc., with a fee for the service, such fee shall be paid by the **strike one** [Purchaser] [Seller] [Shared Equally].
3. Seller agrees to pay the cost of obtaining all documents necessary to perfect title so that marketable title can be conveyed.

P. CONSERVATION RESERVE PROGRAM (IF APPLICABLE):

The Purchaser of any tract(s) that include land enrolled in the Conservation Reserve Program (CRP) agrees to accept the assignment of those contract(s) from the Seller along with all associated benefits and requirements. The purchaser will receive their prorated share of the 20__ CRP income to the date of deed recording. The _____ County Farm Service Agency will divide it between the Purchaser(s). Purchaser(s) shall the day after deed recording, present themselves to the _____ County FSA office in _____ and cause the proper paperwork, and assignments to occur in connection with the CRP contract(s) associated with their parcel. Purchaser and Seller agree to cooperate in all fashions in immediately facilitating the assignment/transfer of the CRP contract(s). Additionally, if the Purchaser removes any or a part of the land enrolled in the CRP prior to the expiration of the current contracts or if the Purchaser breaches the current contracts, any costs, liquidated damages, refunds of payments received, interest due, costs, penalties, attorney's fees or other associated fees for the removal or breach will be completely the responsibility of the Purchaser and paid immediately by the Purchaser. Purchaser agrees to indemnify the Seller for any and all removal costs, breach, penalties, fees, including reasonable attorney's fees, or any damages whatsoever of any nature associated with the CRP contracts. If the Purchaser removes land from CRP, Purchaser agrees to reimburse Seller for any and all income Seller would have received if the CRP contract had remained in full force. This provision relating to the CRP contracts shall survive the closing.

Q. FURTHER CONDITIONS:

R. EXPIRATION AND APPROVAL:

This Purchase Agreement is void if not accepted in writing on or before _____ (A.M.) (P.M.) (Noon) (Midnight) on _____

Purchaser's Initials

Seller's Initials

S. TERMS BINDING/ASSIGNMENT:

This is a legal and binding contract. If not fully understood, seek competent advice. All terms and conditions are included herein and no verbal agreements shall be binding. This Purchase Agreement will inure to the benefit of and bind the respective successors and assigns of the parties hereto. The rights of Purchaser and Seller under this Purchase Agreement cannot be assigned in whole or in part without the prior written consent of the other.

T. 1031 TAX DEFERRED EXCHANGE:

Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e. the requesting party's "replacement property" or "relinquished property"); or (c) agree to delay the closing.

U. DISCLAIMER OF WARRANTY:

Purchaser agrees that the brokers and salespersons have not and cannot make any warranties or guarantees about the real estate and improvements or any fixtures, equipment or systems on or about the real estate and improvements. Purchaser and Seller agree not to bring any claims against brokers and salespersons with respect to any problem concerning the condition of the real estate.

V. NOTICE:

Any notice required or permitted to be given to the parties shall be given to Seller at Listing Broker's Office and to Purchaser at Selling Broker's Office.

W. Selling Broker acknowledges receipt of \$ _____ earnest money in the form of _____, from _____

X. AGENCY RELATIONSHIP: The Purchaser(s) hereby acknowledge that, unless otherwise agreed, the Selling Broker/Salesperson, including a Listing Broker/Salesperson selling their own listing, is exclusively the agent of the Seller, and not the agent of the Purchaser.

Y. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be signed manually or by any electronic signature complying with the U.S. Federal E-SIGN Act of 2000, and the parties hereby consent to conduct this transaction using electronic means. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Z. ACKNOWLEDGMENT: By signature the parties verify that they have read, fully understood, and approve the Purchase Agreement and acknowledge receipt of signed copy.

This PURCHASE AGREEMENT was prepared by _____, Real Estate (Broker) (Salesperson) with Halderman Real Estate Services Inc.

Signed this _____ at _____ (A.M.) (P.M.) (Noon) (Midnight)

PURCHASER'S SIGNATURE	PURCHASER'S SIGNATURE
PRINTED NAME FOR DEED	PRINTED NAME FOR DEED
EMAIL ADDRESS	ATTORNEY'S NAME
	PHONE NUMBER
PURCHASER'S ADDRESS:	PURCHASER'S PHONE NUMBER(s)
CITY	CASH OR INTENDED LENDER
STATE	
ZIP CODE	

ACCEPTANCE OF PURCHASE AGREEMENT

The above terms and conditions are accepted this:

_____ at _____ (AM) (PM) (Noon) (Midnight)

SELLER'S SIGNATURE	SELLER'S SIGNATURE
PRINTED NAME FOR DEED	PRINTED NAME FOR DEED
SELLER'S SIGNATURE	SELLER'S SIGNATURE
PRINTED NAME FOR DEED	PRINTED NAME FOR DEED



Halderman Real Estate Services, Inc. AGENCY DISCLOSURE STATEMENT



In Indiana and Michigan, real estate licensees are required to disclose which party they represent in a real estate transaction. Commonly a real estate licensee is considered to be an agent of the owner of real estate unless there is an agreement to the contrary and that agreement is disclosed to all parties.

Some of the duties of the licensee, as the agent for the owner, are to:

- Treat all parties to a transaction honestly.
- Offer the property without regard to race, color, religion, sex, ancestry, national origin or handicap.
- Promote the best interest of the owner.
- Obtain the best price for the owner.
- Fully disclose to the owner all facts which might affect or influence a decision.
- Present all offers to the owner.

As a buyer, if you choose to have a real estate broker represent you as your agent, you should enter into a written contract that clearly establishes the obligations of both you and your agent and specifies how your agent will be compensated.

Under Indiana and Michigan law all prospective purchasers must have agency disclosure made to them by any licensee with which they work. Please sign below.

AGENCY DISCLOSURE STATEMENT

The listing broker and all agents associated with the listing broker represent the owner.

The **Halderman Real Estate Services, Inc.** and Dave & Michael Bonnell represent
(Selling Broker) (Selling Agent)

(please check one): the purchaser the owner

If a broker/agent is representing both the purchaser and the owner as a dual/limited agent, he/she must attach a copy of the agreement signed by the purchaser and owner acknowledging their agreement to this arrangement.

Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be signed manually or by any electronic signature complying with the U.S. Federal ESIGN Act of 2000, and the parties hereby consent to conduct this transaction using electronic means. Counterparts may be delivered via facsimile, electronic mail or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

By signing below, the parties confirm that they have received, read and understood the information in the Agency Disclosure Form and that this form was provided to them before signing a contract to purchase real estate.

Kally Webster 05/27/2024

~~Purchaser~~ Owner Date

Owner Date

Purchaser Date

Owner Date