

THIS AUCTION IS BEING RECORDED - TRACTS

BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER

DATE: June 22, 2024

SELLERS: Roxanna Seabolt Trust

LOCATION: 1932 Hawk Spring Ct., Huntington, IN. 46750 **Whole unit**

LEGAL DESCRIPTION:

Part of the Northeast Quarter of Section 29, Township 28 North, Range 9 East, Huntington Township, Huntington County,

Indiana, described as follows:

Starting at the Northwest corner of said Northeast Quarter found per record witness; thence Southerly, 698.9 feet along the West line of said Northeast Quarter to the Southwest corner of the 13.69 acre tract described in Document Number 2012005400, which shall be the place of beginning; thence Easterly, deflecting left 89 degrees 10 minutes 10 seconds, 851.80 feet to the Southeast corner of said 13.69 acre tract; thence Northerly, deflecting left 90 degrees 26 minutes, 697.60 feet along the East line of said 13.69 acre tract to a mag nail with "Hoehn" I.D. washer on the North line of said Northeast Quarter; thence Easterly, deflecting right 90 degrees 30 minutes 47 seconds, 40.00 feet along said North line to a mag nail with "Hoehn" I.D. washer; thence Southerly, deflecting right 89 degrees 23 minutes 13 seconds, 897.15 feet to a 5/8 inch x 24 inch rebar stake with "Hoehn" I.D. cap; thence Easterly, deflecting left 89 degrees 50 minutes 53 seconds, 116.81 feet to a 5/8 inch x 24 inch rebar stake with "Hoehn" I.D. cap; thence Southerly, deflecting right 90 degrees 04 minutes 00 seconds, 251.00 feet to a 5/8 inch x 24 inch rebar stake with "Hoehn" I.D. cap; thence Westerly, deflecting right 90 degrees 09 minutes 32 seconds, 50.00 feet to a 5/8 inch x 24 inch rebar stake with "Hoehn" I.D. cap; thence Southerly, deflecting left 90 degrees 09 minutes 32 seconds, 108.20 feet to a 5/8 inch x 24 inch rebar stake with "Hoehn" I.D. cap on the North line of Lot Number 59 in Hunter's Ridge Addition Section 2; thence Westerly, deflecting right 91 degrees 01 minutes 17 seconds, 105.46 feet along the North line of said Lot Number 59 to the East line of the 25.22 acre tract described in Document Number 99-210474; thence Southerly, deflecting left 91 degrees 14 minutes 14 seconds, 738.78 feet along said East line to the Southeast corner of said 25.22 acre tract; thence Westerly, deflecting right 90 degrees 13 minutes 842.77 feet along the South line of said 25.22 acre tract to the West line of said Northeast Quarter; thence northerly, deflecting right 89 degrees 23 minutes 10 seconds, 1298.5 feet along said West line to the place of beginning, Containing 27.21 acres, more or less.

---SPECIAL NOTE: If sold in 2 tracts subject to the Approval of the Huntington City Plan Commission. This property is in the Forest Classification Program.

--- BIDDERS PACKET: All bidders must have register prior to the close of the auction and received a Bidder's Packet which includes all documents that the buyer will be signing.

--- CONDUCT OF THE AUCTION: 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 identity, credentials, fitness to bid, financial ability to buy, etc. All decisions of the Auctioneer are final.

--- PROCEDURE: The property will be offered in 2 individual tracts or as a whole unit with a total of 27.21 acre more or less.. There will be open bidding on each tract and a combination of tracts during the auction as determined by the Auctioneer. Bids on tracts and the total property may compete.

--- AGENCY DISCLOSURE & GENERAL OFFICE POLICIES: Ness Bros. will represent the Seller exclusively unless a Ness Bros. Agent has a signed buyer agency agreement with Buyer, then that agent has a limited agency with Buyer.

--- DISCLAIMER & ABSENCE OF WARRANTIES: All information contained online or in the brochure and related material is subject to the terms and conditions outlined in the Purchase Agreement. The Property is being sold on an "AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Property, its

condition, or the condition of any other components on the Property, is made by the Seller or Ness Bros. All sketches and dimensions online or in the brochure are approximate. The information contained online or in the 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 Ness Bros. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property.

- **TERMS: Earnest Money** of 10% down or \$2,500.00, whichever is greater the day of Auction, balance is due in full upon delivery of the merchantable title and deed free and clear of all liens and encumbrances except as stated herein and subject to easements or restrictions of record. A **Buyer's Premium** of 5%, or minimum of \$2,500, whichever is greater will be added to final bid and included in the total contract price. All bids accepted on the Real Estate subject to Sellers approval.
- **TITLE POLICY:** A preliminary title policy has been prepared by Lime City Title Co., which will be preparing the final title policy plus conducting the Closing. Seller and Buyer agree to use Lime City Title.
- **CONDITIONS:** No offer shall be accepted that is contingent on financing. The Earnest Money will be totally forfeited in the event the Seller accepts the successful bidder's Purchase Agreement in writing and the successful bidder subsequently refuses to proceed to Closing.
- **EXECUTION OF PURCHASE AGREEMENT:** The successful bidder has earned the right to make an offer to the seller; no sale has been completed. The bidder will be required to execute a Real Estate Purchase Agreement immediately following the close of the auction. Buyer's offer expires 11:59 P.M. (local time) seven days after the auction date, unless Seller timely accepts it; the Earnest Money will be returned if Seller does not accept the successful bid, subject to any required approvals.
- **TAXES:** The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume and pay all subsequent taxes. If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly exceed the last tax bill available to the closing agent.
- **GUARANTY:** Any individual submitting a bid or signing the Purchase Agreement on behalf of any entity agrees to be individually bound by all these terms and conditions and individually responsible for payment of the Earnest Money and the balance due.
- **POSSESSION:** The possession of the property shall be at closing, subject to tenants rights.
- **SURVEY:** Buyer will pay for any new survey for any parcel where there is no existing legal description or where new boundaries are created by the tract division at the Auction or if seller determines a new survey is needed. Tract acreage's are estimated from aerial view. Closing prices shall be adjusted to reflect any differences between advertised & surveyed acres.
- **CLOSING:** Balance of the purchase price is due in cash at closing, which will take place on or before the Forty-Fifth (45th) day following the Accepted Date. The fee charged by any closing agent, including an attorney acting as a closing agent for both parties, or Buyer's lender acting in such capacity, for closing services shall be paid equally by the parties. Buyer will be responsible for paying a \$345.00 administration transaction commission payable to Ness Bros.
- **AUCTIONEER RESERVES:** Auctioneer Reserves the right to make changes to an auction, to split or combine lots, cancel, suspend or extend the auction event.

NOTE: Neither the Seller nor Ness Bros. is responsible for any personal property left in the residence and buildings, or on the land at the time possession is granted to Buyer.

STATEMENTS MADE THE DAY OF AUCTION TAKE PRECEDENCE OVER PREVIOUS PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS