

LAPORTE CO, IN  
NEW DURHAM TWP

41.75+/- ACRES • TILLABLE ACREAGE  
PRODUCTIVE FARMLAND • WOODS



# ABSOLUTE AUCTION

ONLINE at [halderman.com](https://halderman.com)

**PROPERTY LOCATION**

2.5 miles northwest of Westville, IN in New Durham Township in LaPorte County.

The farm is south of 200 S, east of County Line Road, north of 300 S and west of US-421.

**SCHOOL DISTRICT**

New Durham Township  
Metropolitan School District

**TOPOGRAPHY**

Level to Gently Rolling

**ZONING**

Agricultural

**ANNUAL TAXES**

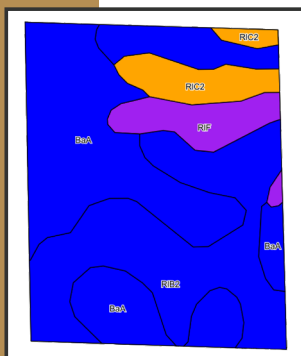
\$1,295.20\* \*2023 pay 2024

**Wednesday, August 14<sup>th</sup>, 2:00 pm - 6:00 pm ct**

VISIT [HALDERMAN.COM](https://halderman.com)

**TRACT BREAKDOWN**

32.58+/- Tillable • 8.17+/- Woods • 1.0+/- Ditches, Roads, Other



KEY	SOIL DESCRIPTION	ACRES	CORN	SOYBEANS
BaA	Blount silt loam, Lake Michigan Lobe, 0 to 2 percent slopes	17.74	124	42
RIB2	Riddles loam, 2 to 6 percent slopes, eroded	17.34	140	49
RIF	Riddles loam, 25 to 45 percent slopes	3.35	---	---
RIC2	Riddles loam, 6 to 12 percent slopes, eroded	3.33	130	46

**WEIGHTED AVERAGE (WAPI) 121.2 41.9**

Additional information including photos and drone flight are available at [halderman.com](https://halderman.com).



Nolan Sampson  
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Larry Smith  
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**SCAN TO REGISTER FOR THE AUCTION**  
TO PLACE A BID, visit [halderman.com](https://halderman.com). Please register prior to the auction.

FARM: Alan Rutz Trust, HLS# NAS-13012 (24)



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REAL ESTATE & FARM MANAGEMENT

PO Box 297 • Wabash, IN 46992

# ABSOLUTE AUCTION

ONLINE at [halderman.com](http://halderman.com)

**August 14<sup>th</sup> | 2:00 pm - 6:00 pm ct**



**PRODUCTIVE FARMLAND • WOODS  
TILLABLE ACREAGE**

**41.75+/- ACRES**

**LAPORTE CO, NEW DURHAM TWP - INDIANA**



**For a complete list of terms and conditions, visit [halderman.com/property-listings](http://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: August 14, 2024 @ 2:00 PM CST; Bidding closes: August 14, 2024 @ 6:00 PM CST (\*\*See AUCTION END TIMES).

**UPON CONCLUSION OF THE AUCTION:** All successful bidders must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding. The successful bidders will be emailed a Real Estate Contract to print and is required to fully and correctly complete and properly sign without any modifications. Bidders are 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 Bidders will be required to send the specified non-refundable earnest money deposit as stated in the real estate terms. This non-refundable earnest money deposit will be held in escrow until closing and that amount will then be credited to the Buyer(s) as part of the purchase price of the property. Wire transfer instructions and escrow agreement forms will be provided to the Buyer(s) 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:**

- **TERMS OF SALE:** 10% earnest deposit down with the executed contract, balance due at closing. Your purchase is not subject to 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 September 25, 2024.
- **OPEN HOUSES:** Call Nolan Sampson at (219)575-1486 or Larry Smith at (219)716-4041 for an appointment.
- **POSSESSION:** Possession will be at closing subject to tenants rights.
- **REAL ESTATE TAXES:** Real Estate taxes will be prorated to the date of closing.
- **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:** The Sellers reserve the right to determine the need for and type of survey provided. If an existing legal description is adequate for title insurance for the tract, no new survey will be completed. If the existing legal description is not sufficient to obtain title insurance, a survey will be completed, the cost of which will be shared 50/50 by the Sellers and the Buyer(s). The Sellers will choose the type of survey to be completed and warrant that it will be sufficient to provide an owner's title insurance policy 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.

- **FARM INCOME:** Seller will retain the 2024 rental income.
- **DEED:** The Sellers will provide a General Warranty Deed at closing.
- **EVIDENCE OF TITLE:** The Sellers 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.
- **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.
- **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 of up to \$100,000,000 for a corporate offender and \$1,000,000 for an individual, plus imprisonment for up to 10 years.
- **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.
- **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.

**AUCTION CONDUCTED BY: RUSSELL D. HARMEYER,**  
IN Auct. Lic. #AU1000277, HRES IN Lic. #AC69200019

