

**AUCTION TERMS & CONDITIONS:**

**PROCEDURES:** Tracts 1-3 will be offered as individual tracts or in combination. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer.

**DOWN PAYMENT:** 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed & are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICES:** Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

**EVIDENCE OF TITLE:** The Seller will provide a Preliminary Title Opinion for the review of the prospective buyer(s). If Buyer(s) elect to have title insurance, the entire cost of the owner's title insurance will be the responsibility of the Buyer(s). Seller agrees to provide merchantable title to the property subject to matters of record. All tracts sold "As-Is".

**DEED:** Seller(s) shall provide a Special Warranty Deed(s)

**CLOSING:** The balance of the real estate purchase price is due at closing, which will take place approximately 30 days after the auction, on or before October 31, 2022.

**POSSESSION:** The possession shall be delivered subject to the Tenant Farmer's 2022 crop. The Seller shall retain Owner's share of the 2022 crop.

**REAL ESTATE TAXES:** The 2022 Real Estate Taxes shall be paid by the Seller. 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.

**EASEMENTS & LEASES:** Sale of the property is subject to any & all easements of record.

**ACREAGE:** All tract acreage, dimensions, & proposed boundaries are approximate & have been estimated based on current legal descriptions and/or aerial photos.

**SURVEY:** A new boundary survey has been ordered. 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.

**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.

**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. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

Fulton County - Fayette, OH

# 151<sup>±</sup> Acres

Offered in 3 Tracts, Combinations and as a Whole




**SCHRADER** ONLINE BIDDING AVAILABLE  
Real Estate and Auction Company, Inc.

**Corporate Headquarters:**  
950 N Liberty Dr, Columbia City, IN  
866.340.0445 • 800.451.2709  
www.SchraderAuction.com

## Northwest Ohio **FARMLAND AUCTION**

Follow Us On:

Monday, September 26 • 6pm

**AUCTION MANAGER:**  
Jerry Ehle • 260.410.1996  
#SAL.2006001035, #2013000026

**Schrader Real Estate and Auction Company, Inc.**  
#REC.0000314452 (Jeffersonville, OH),  
#BBB.2010001376 (Irwin, OH),  
#63198513759



## Northwest Ohio **FARMLAND AUCTION**

Located Along 26000 Block of US 20 & US 127  
Approximately 2 Miles West of Fayette, OH

**Highly Productive, Tillable Ground**

Fulton County - Fayette, OH

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Approximately 2 Miles West of Fayette, OH

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### PREVIEW DATES:

Mon, Aug. 29 • 5-7pm  
& Mon, Sept. 19 • 5-7pm



**ONLINE BIDDING AVAILABLE** You may bid online during the auction at [www.schraderauction.com](http://www.schraderauction.com). You must be registered One Week in Advance of the Auction to bid online. For online bidding info, call Schrader Auction Co. - 800-451-2709.

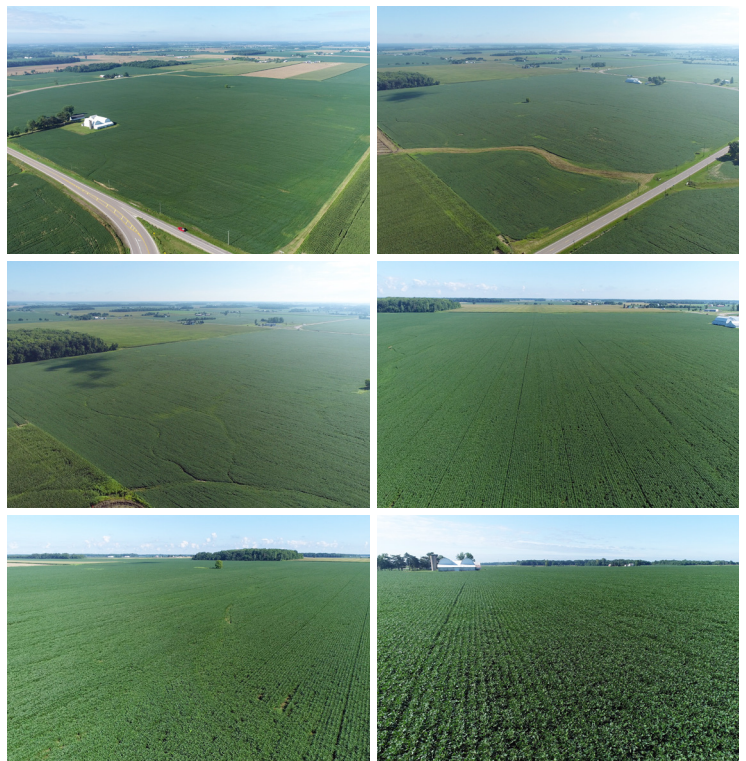
**AUCTION LOCATION:** The Kissell Community Building,  
509 N Main St, West Unity, OH

**PROPERTY LOCATION:** 26000 block of US 20 & US 127

**TRACT 1 - 35± ACRES:** This Tract is located at the northeast corner of the farm. There is approximately 1,000' of road frontage along US 127 and runs back approximately 1300'. There is an access off of the highway at the corner. The soils are mostly Blount loam.

**TRACT 2 - 41± ACRES:** This tract is located southeast part of the farm with frontage along the large curve of US 20. There is approximately 1500'± of road frontage. There has been some systematic tiling done on this parcel. Soils are also mostly Blount loam. Combine Tract 1 and 2 for approximately 76± acres of productive farm ground.

**TRACT 3 - 75± ACRES:** This tract is located on the western half of the farm and has approximately 1300' of road frontage and runs back nearly 2500'. There is an access off of the road near the drain by the highway. This tract's elevation rises through the center towards the back for good drainage. The soils are mostly Blount loam with some pockets of Seward and Pewamo along the west edge.



**AUCTION MANAGER:** Jerry Ehle • 260.410.1996 | **SELLERS:** Gary Fether, Linda Baker, Jeff Fether, Lisa Lazar