

## PUBLIC LAND AUCTION

Online and In-Person

#### 60.38 +/- Acres in Shelby County, IL

SELLERS: James N. Christman, Carole W. Christman, Lawrence Brokaske, and Rebecca S. Christman

Tuesday, December 17, 2024, at 10:00 AM

### THE LORANDA GROUP, INC.

2105 Eastland Drive, Suite 9, Bloomington, IL 61704 www.loranda.com 800.716.8189 loranda@loranda.com

John D. Moss, President – IL Auction Company License # 44000102 Don Meyer, Auctioneer – IL Auctioneer License # 441002031

#### **BIDDING PROCEDURES TO KEEP IN MIND**

- 1. All bidding is open and public. You or your legally authorized representative (i.e., someone with power of attorney) must be present to bid, unless you were preapproved to bid online. Watch the auctioneer and the bid assistants. They will take your bid and assist you with any questions.
- 2. Bidding will be in dollars per acre. The purchase price on the contract will be determined by multiplying the high bid by the 60.38 surveyed acres in the tract.
- 3. **BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
- 4. Bid increments are at the discretion of the auctioneer throughout the auction.
- 5. By registering to bid and obtaining a bidder's number, you are agreeing to abide by the bidding procedures and the terms and conditions of sale for this auction.

#### **TERMS OF SALE**

- 1. The successful bidder will be required to execute a purchase contract immediately after the auction. Online bidders will be provided with the contract through DocuSign and must sign by 5:00 PM on sale day.
- 2. 10% of the purchase price is due as a down payment at the close of the auction upon signing a purchase contract. The earnest money funds must be paid by personal check, corporate check, or cashier's check at the close of the auction upon signing the contract, or for online bidders wire transferred to the Loranda Group Escrow account in Bloomington within 2 business days of the conclusion of the auction. The remainder of the purchase price is payable by wire transfer at closing.
- 3. The sale is subject to confirmation and acceptance of the final bid price by the Sellers.
- 4. Closing will take place on or before January 17, 2025. If Sellers' closing documents are not available at that time, closing will occur within 15 days after such time as these documents become available. Under no circumstances will closing be delayed to accommodate a Buyer or a Buyer's lender.
- 5. The Sellers will provide the Buyer a deed and an owner's title insurance policy in the amount of the purchase price.
- 6. The Buyer shall receive a credit at closing for the 2024 calendar year taxes payable in 2025.
- 7. The Buyer and/or the Tenant shall receive all income from the 2025 crop, and all subsequent years, and pay all expenses for the same. The Sellers/Tenant shall retain all income from 2024 and prior years.

- 8. Possession of the property will be given at closing.
- 9. The property has been surveyed and the Buyer will receive a copy of the plat before closing.
- 10. The Sellers will provide a \$9,037.50 drainage improvement credit to the Buyer at closing.
- 11. All mineral rights owned by the Sellers will be transferred to the Buyer at closing.
- 12. Your bidding at this auction is based solely upon your own inspection and due diligence. All real estate and any improvements are sold on an "AS IS, WHERE IS, WITH ALL FAULTS" basis without any warranties or representations as to fitness for a particular use, access, water quality or quantity, physical or environmental condition. Neither the Sellers nor the auction company are warranting any specific zoning classification, location of utilities, assurance of building permits, driveway permits, or water or septic permits. All acreages and boundaries are approximate. Please refer to the Disclaimer and Absence of Warranties paragraphs in the auction brochure and the Agreement to Purchase Real Estate at Public Auction, both of which are included in your Bidder's Packet and posted on our website for your review. It is the responsibility of each bidder to become familiar with this information.
- 13. The auctioneer, The Loranda Group, Inc., along with their representatives, are agents of the Sellers and not the Buyer.
- 14. All real estate is sold subject to all other terms and conditions set forth in the Agreement to Purchase Real Estate at Public Auction, and to the title exceptions set forth in the Title Search. They are posted on the information board and online and we encourage you to review them prior to the start of the auction.

# ANY ANNOUNCEMENTS MADE BY THE AUCTIONEER TAKE PRECEDENCE OVER THIS PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.

We appreciate your interest in this offering. If you have any questions or need additional information, please feel free to talk to a Loranda Group representative.

