

LAND FOR SALE

SEPTEMBER 13TH • 6 PM CT

AUCTION LOCATION:
128 HIGH ST. SHOALS, INDIANA

LAND Auction

SEPT. 13 • 6 PM

AUCTION LOCATION: ST. MARY HALL - 128 HIGH ST. | SHOALS, IN

PROPERTY LOCATION: WINDOM RD. | SHOALS

Shoals, Indiana hunting and recreational land for Sale situated in Martin County Indiana. This 110± acres will sell in multiple tracts & combinations.

- Tract 1: 19.22 wooded acres with road frontage
- Tract 2: 7.8 Acres. Possible building lot. .45A pond w/ road frontage
- Tract 3: 42.36 partially wooded with old barn with road frontage
- Tract 4: 41.5 wooded acres with road frontage butts up to national forest

For more information and complete terms visit website or contact
Cody Coffey - 812-360-8383 or ccoffey@unitedcountryin.com



812-822-3200
UNitedCOUNTRYIN.COM

 United
Country
Real Estate

Coffey Realty
& Auction

CODY COFFEY - (812) 287-7017
SELLER: HEFNER TIMBER LLC | LIC. # AC30200042

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**Coffey Realty
& Auction**

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TERMS & CONDITIONS

Land Auction

Hefner Timber, LLC - Real Estate Auction

**Windom Rd. – Shoals, IN 47581
Martin County – Halbert Township**

Legal Description

Pt Se Sw 18-2-3; 38.51 Ac Per Deed 37.11 Ac Cf; 1.4 Ac - Non Classified Forest
AND
Pt Nw & Pt Nw Ne 19-2-3; 80.29AC; 78.68 Cf-- {1.61 Non Classified}

PROCEDURE: The property will be offered in 4 individual tracts, any combination of tracts and as a total 118+- acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

BUYERS PREMIUM: The contract purchase price will include a Buyer's Premium equal to 10% of the high bid amount.

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers acceptance or rejection.

EVIDENCE OF TITLE: Title insurance provided at Buyer's expense.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before _____ at the office of

TERMS & CONDITIONS



POSSESSION: possession shall be granted at closing on all tracts.

REAL ESTATE TAXES: All real estate taxes will be prorated to day of closing.

PROPERTY INSPECTION: Open house dates: By appointment. Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidders safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

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

SURVEY: The survey expense will be the buyer's responsibility at closing.

AGENCY: United Country Coffey Realty & Auction (Jimmie Dean Coffey) and (Cody Coffey) are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an **AS IS, WHERE IS** basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. 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. 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 persons credentials, fitness, etc. All decisions of the Auctioneer are final.

TERMS & CONDITIONS



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

STOCK PHOTOGRAPHY: Deer photo is for illustrative purposes only and is not an actual image of wildlife on auction property.

For questions call Jimmie Dean Coffey at United Country Coffey Realty & Auction (812) 822-3200 office (812) 360-6005 cell or Cody Coffey (812) 360-8383 cell

I do hereby agree to these Auction Terms & Conditions.

Seller

Date

Buyer

Date

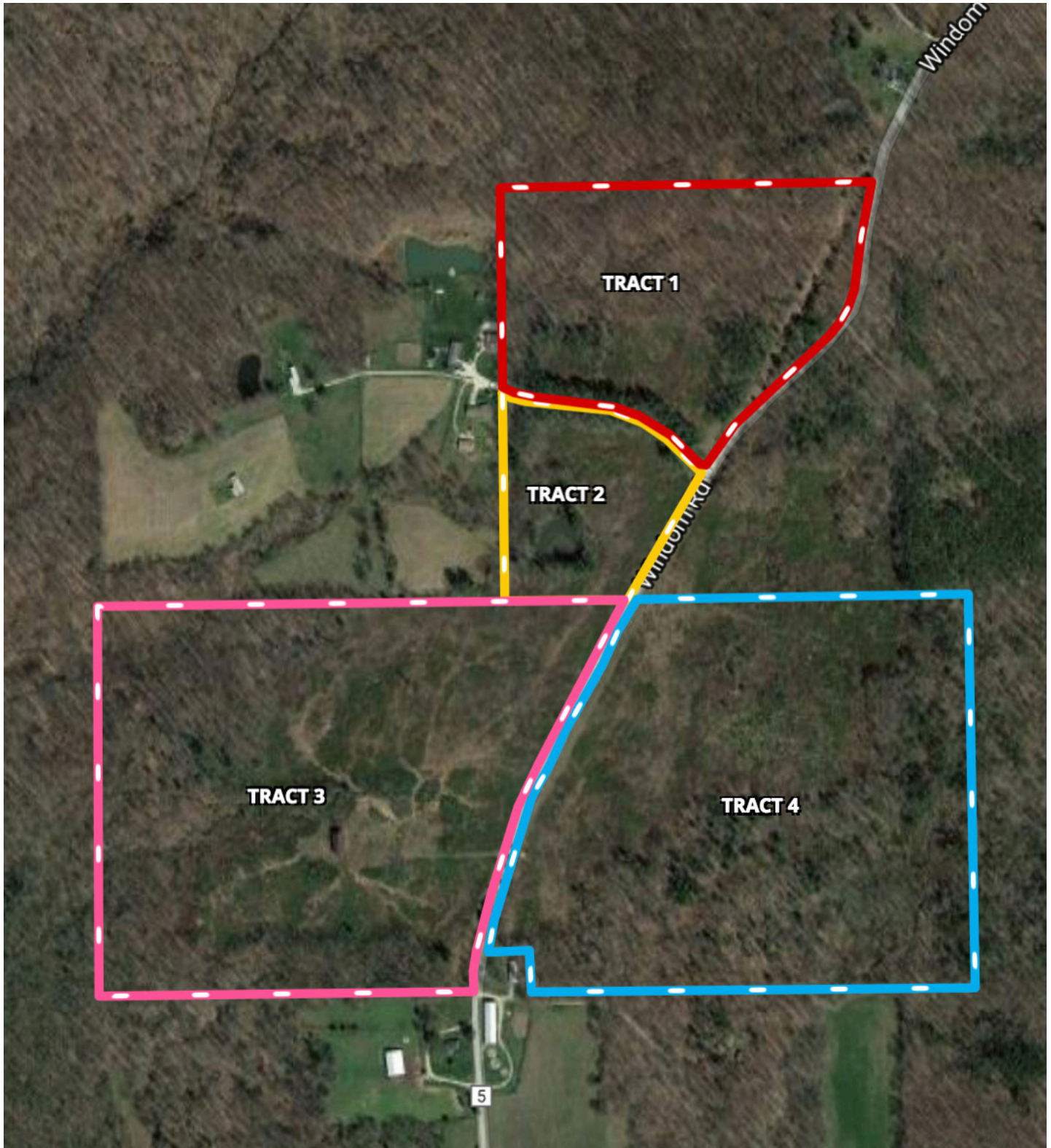
Buyer

Date

STATE MAP



TRACT MAP



CONTACTS



PROPERTY RELATED CONTACTS

UNITED COUNTRY COFFEY REALTY & AUCTION

CODY COFFEY

812.822.3200

CCOFFEY@UNITEDCOUNTRYIN.COM

WWW.UNITEDCOUNTRYIN.COM

COUNTY ASSESSOR

812-247-2070

COUNTY EXTENSION

812-247-3041

RECORDER

812-247-2420

CLERK'S OFFICE

812-247-3651

SHERIFF OFFICE

812-247-3726

SHOALS UTILITY OFFICE

812-247-2110

CHAMBER OF COMMERCE

[HTTP://WWW.MARTINCOUNTYINDIANACHAMBEROFCOMMERCE.ORG/](http://www.martincountyindianachamberofcommerce.org/)

SOUTHERN INDIANA DEVELOPMENT COMMISSION

[HTTP://WWW.SIDC.CC/](http://www.sidc.cc/)

MARTIN COUNTY ECONOMIC DEVELOPMENT

[HTTP://WWW.MCEDC.ORG/](http://www.mcedc.org/)

WEBSITES OF INTEREST

[HTTP://WWW.VISITMARTINCOUNTY.ORG/](http://www.visitmartincounty.org/)

[HTTPS://WWW.IN.GOV/DNR/WATER/3998.HTM](https://www.in.gov/dnr/water/3998.htm)

PROPERTY CARD

PARCEL 1 & 2



Coffey Realty
& Auction

6/27/2018

Elevate - PRC
Martin County, IN
WINDOM RD
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name	Hefner Timber, Llc
Owner Address	6310 Ferguson St Indianapolis, In 46220
Parcel Number	51-11-18-300-026.000-003
Alt Parcel Number	51-11-18-300-026.000-003
Property Address	Windom Rd, Shoals, In 47581
Property Class Code	100
Property Class	Vacant Land
Neighborhood	Halbert Twp- Rural Residential, 9030-003
Legal Description	Pt Se Sw 18-2-3; 38.51 Ac Per Deed 37.11 Ac Cf; 1.4 Ac - Non Classified Forest

Taxing District

Township	Halbert Township
Corporation	Shoals School Corporation

Land Description

Land Type	Acreage	Dimensions
	5.27	
	3.96	
	14.67	
	12	
	1.21	
	1.41	

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Ragan, Paul Etal			Wd	
2005-12-27	Ragan, Frankie, Trustee			Wd	\$250,000.00
2006-01-05	Hefner Timber, Llc			Td	\$290,000.00

PROPERTY CARD

PARCEL 1 & 2



Coffey Realty
& Auction

6/27/2018

Elevate - PRC

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2017-01-01	Miscellaneous	\$900.00	\$0	\$900.00
2016-01-01	Miscellaneous	\$500.00	\$0	\$500.00
2015-03-01	Annual Adjustment	\$500.00	\$0	\$500.00
2014-03-01	Miscellaneous	\$500.00	\$0	\$500.00
2013-03-01	Miscellaneous	\$400.00	\$0	\$400.00
2012-03-01	General Revaluation	\$400.00	\$0	\$400.00
2011-03-01	Miscellaneous	\$300.00	\$0	\$300.00
2011-03-01	Miscellaneous	\$300.00	\$0	\$300.00
2010-03-01	Miscellaneous	\$300.00	\$0	\$300.00
2009-03-01	Annual Adjustment	\$300.00	\$0	\$300.00
2008-03-01	Annual Adjustment	\$300.00	\$0	\$300.00
2007-03-01	Annual Adjustment	\$6,100.00	\$0	\$6,100.00
2006-03-01	Annual Adjustment	\$4,700.00	\$0	\$4,700.00
2005-03-01	Ag Land Update	\$4,600.00	\$0	\$4,600.00
2002-03-01	General Revaluation	\$5,500.00	\$0	\$5,500.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
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Public Utilities

Water	Y
Sewer	N
Gas	N
Electricity	Y
All	N

Exterior Features

Exterior Feature	Size/Area
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Special Features

Description	Size/Area
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Summary of Improvements

PROPERTY CARD

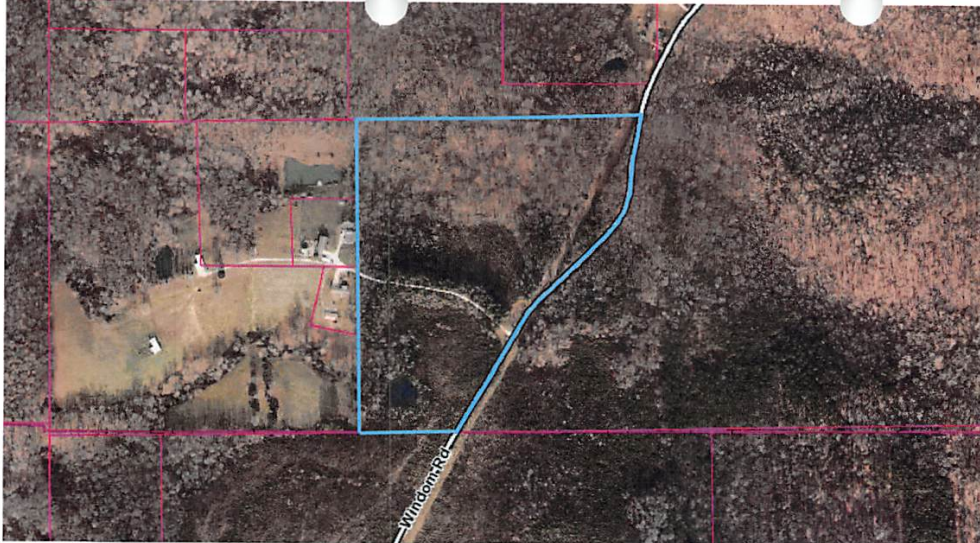
PARCEL 1 & 2



Coffey Realty & Auction

6/27/2018

Elevate - PRC



Tax Bill

Parcel Information

Parcel Number	51-11-18-300-026.000-003
Tax ID	51-11-18-300-026.000-003
Owner Name	Hefner Timber, Llc
Owner Address	6310 Ferguson St Indianapolis, In 46220
Legal Description	Pt Se Sw 18-2-3; 38.51 Ac Per Deed 37.11 Ac Cf; 1.4 Ac - Non Classified Forest

2017 PAY 2018

Deductions

Type	Amount
------	--------

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Halbert	2nd Installment Tax	\$6.49	\$0	\$6.49
Halbert	1st Installment Tax	\$6.49	\$6.49	\$0

Overlay Report

PROPERTY CARD

PARCEL 1 & 2



Coffey Realty
& Auction

6/27/2018

Elevate - PRC

Overlay by Landuse and Soil

PIN 18 51-11-18-300-026.000-003
Total Acreage 27.806
Total Adj. Acreage 38.510

Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Agbr	21	Classified Forest	7.370	10.207
Whfc2	21	Classified Forest	6.775	9.383
Whfd3	21	Classified Forest	2.008	2.782
Wpfg	21	Classified Forest	10.012	13.866
Agbr	6	Woodland	0.606	0.839
Wpfg	6	Woodland	1.035	1.434

Overlay by Landuse

PIN 18 51-11-18-300-026.000-003
Total Acreage 27.806
Total Adj. Acreage 38.510

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
21	Classified Forest	26.165	36.237
6	Woodland	1.641	2.273

PROPERTY CARD

PARCEL 3 & 4



Coffey Realty
& Auction

6/27/2018

Elevate - PRC
Martin County, IN
WINDOM RD
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name	Hefner Timber, Llc
Owner Address	6310 Ferguson St Indianapolis, In 46220
Parcel Number	51-11-19-200-001.001-005
Alt Parcel Number	51-11-19-200-001.001-005
Property Address	Windom Rd, Shoals, In 47581
Property Class Code	199
Property Class	Other Agricultural Use
Neighborhood	Lost River-rural Homesites, 9050-005
Legal Description	Pt Nw & Pt Nw Ne 19-2-3; 80.29AC; 78.68 Cf-- (1.61 Non Classified)

Taxing District

Township	Lost River Township
Corporation	Shoals School Corporation

Land Description

Land Type	Acreege	Dimensions
	2	
	58.53	
	19.15	
	0.61	

PROPERTY CARD

PARCEL 3 & 4



Coffey Realty
& Auction

6/27/2018

Elevate - PRC

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Ragan, Paul Etal			Wd	
2006-01-05	Hefner Timber, Llc			Wd	\$290,000.00
2006-01-05	Ragan, Frankie Trustee			Td	\$290,000.00

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2017-01-01	Miscellaneous	\$2,000.00	\$8,500.00	\$10,500.00
2016-01-01	Miscellaneous	\$600.00	\$15,000.00	\$15,600.00
2015-03-01	Annual Adjustment	\$600.00	\$14,600.00	\$15,200.00
2014-03-01	Miscellaneous	\$700.00	\$9,400.00	\$10,100.00
2013-03-01	Miscellaneous	\$700.00	\$9,200.00	\$9,900.00
2012-03-01	General Revaluation	\$600.00	\$8,200.00	\$8,800.00
2011-03-01	Miscellaneous	\$6,900.00	\$8,500.00	\$15,400.00
2010-03-01	Miscellaneous	\$6,800.00	\$8,500.00	\$15,300.00
2009-03-01	Miscellaneous	\$6,500.00	\$8,500.00	\$15,000.00
2008-03-01	Annual Adjustment	\$6,300.00	\$8,800.00	\$15,100.00
2007-03-01	Annual Adjustment	\$17,400.00	\$8,800.00	\$26,200.00
2006-03-01	Annual Adjustment	\$14,800.00	\$8,800.00	\$23,600.00
2006-03-01	Split	\$12,500.00	\$8,800.00	\$21,300.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
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Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	Y
All	N

Exterior Features

Exterior Feature	Size/Area
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Special Features

Description	Size/Area
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PROPERTY CARD

PARCEL 3 & 4



Coffey Realty & Auction

6/27/2018

Elevate - PRC

Summary of Improvements

Buildings	Grade	Condition	Construction Year	Effective Year	Area
Barn, Bank & Flat (T2) R 02	C		1900		2,340



Tax Bill

Parcel Information

Parcel Number	51-11-19-200-001.001-005
Tax ID	51-11-19-200-001.001-005
Owner Name	Hefner Timber, Llc
Owner Address	6310 Ferguson St Indianapolis, In 46220
Legal Description	Pt Nw & Pt Nw Ne 19-2-3; 80.29AC; 78.68 Cf-- (1.61 Non Classified)

2017 PAY 2018

Deductions

Type	Amount
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Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Lost River	2nd Installment Tax	\$76.61	\$0	\$76.61
Solid Waste	1st Installment Tax	\$24.00	\$24.00	\$0
Solid Waste	2nd Installment Tax	\$0	\$0	\$0
Lost River	1st Installment Tax	\$76.61	\$76.61	\$0

Overlay Report

PROPERTY CARD

PARCEL 3 & 4



**Coffey Realty
& Auction**

6/27/2018

Elevate - PRC

Overlay by Landuse and Soil

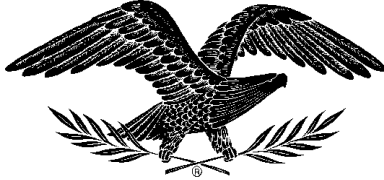
PIN 18 51-11-19-200-001.001-005
 Total Acreage 70.172
 Total Adj. Acreage 80.290

Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Agbr	21	Classified Forest	15.501	17.736
Gacaw	21	Classified Forest	1.153	1.319
Whfc2	21	Classified Forest	4.251	4.864
Wpfg	21	Classified Forest	48.248	55.205
Whfc2	9	Homesite	0.805	0.921
Wpfg	9	Homesite	0.215	0.245

Overlay by Landuse

PIN 18 51-11-19-200-001.001-005
 Total Acreage 70.172
 Total Adj. Acreage 80.290

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
21	Classified Forest	69.153	79.124
9	Homesite	1.019	1.166



FIRST AMERICAN TITLE INSURANCE COMPANY

ALTA COMMITMENT

COMMITMENT NO. 51-61674

SCHEDULE A

Address Reference:

Windom Road
Shoals, IN 47581

1. Commitment Date: **August 1, 2018 at 12:00 AM**

2. Policy (or policies) to be issued:

a. ALTA Owners Policy (06/17/06)

Policy Amount
To Be Determined

For one-to-four family residential properties and lots in recorded subdivisions and titled in individuals an ALTA 2008 policy will be issued. For all other transactions an ALTA 2006 policy will be issued.

Proposed Insured: **A legally qualified entity yet to be determined**

b.

Policy Amount
\$

Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by

Hefner Timber, LLC, an Indiana limited liability company

4. The land referred to in this Commitment, situated in the County of **Martin**, State of Indiana, is described as follows:

Beginning at the corner stone on the Range line marking the Section Corner of Sections 18-19-13-24, Township 2 North, Range 3 & 4 West; thence North 89 degrees 43 minutes 48 seconds East 1333.10 feet on the section line to a rebar with cap set at the Southwest corner of the Southeast quarter of the Southwest quarter of Section 18; thence North 0 degrees 12 minutes 53 seconds West, passing thru the Jones driveway at 683.7 feet, a total distance of 1329.81 feet to a rebar with cap at the Northwest corner of said quarter quarter; thence North 89 degrees 47 minutes 55 seconds East 664.16 feet to a 1/64 corner stone; thence North 89 degrees 13 minutes 02 seconds East 566.85 feet to a railroad spike in the county road; thence South 8 degrees 30 minutes 00 seconds West 346.50 feet along the lands of the United States of America; thence South 29 degrees 56 minutes 10 seconds West 186.51 feet to a rebar in the county road bed; thence South

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington
Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbttitle.com

SCHEDULE A (Continued)

58 degrees 02 minutes 14 seconds East 291.50 feet to a rebar with cap on the East line of the Southeast quarter of the Southwest quarter of Section 18; thence South 0 degrees 20 minutes 57 seconds East 674.98 feet to the one-quarter corner stone for sections 18 and 19; thence North 89 degrees 38 minutes 33 seconds East along the section line 219.78 feet to a rebar with cap; thence South 0 degrees 17 minutes 02 seconds East 1321.92 feet to a rebar with cap which is on the South line of the Northwest quarter of Northeast quarter of Section 19; thence South 89 degrees 39 minutes 57 seconds West 219.78 feet to a rebar with cap at the Southeast corner of the North half of the Northwest quarter of Section 19; thence South 89 degrees 56 minutes 26 seconds West 1216.37 feet to a point which is Northerly 0.85 feet from a rebar; thence North 6 degrees 55 minutes 05 seconds West 166.19 feet to a rebar with cap; thence South 89 degrees 56 minutes 26 seconds West, passing thru a rebar with cap at 133.8 feet, a total distance of 162.52 feet to a point in the county road; thence South 10 degrees 51 minutes 04 seconds West 168.04 feet to a rebar with cap on the Westerly edge of the county road and on the South line of the North half of the Northwest quarter of Section 19; thence South 89 degrees 56 minutes 26 seconds West 1226.95 feet to a corner stone at the Southwest corner of the North half of the Northwest quarter of Section 19; thence North 0 degrees 39 minutes 56 seconds West 1312.10 feet along the section line to the Point of Beginning, containing 124.94 acres, more or less

EXCEPTING THEREFROM:

Beginning at the Section corner of Sections 18-19-13-24, Township 2 North, Ranges 3 & 4 West; thence North 89 degrees 43 minutes 48 seconds East 488.0 feet on the section line to a rebar with cap; thence South 0 degrees 39 minutes 54 seconds East 1313.89 feet to a rebar with cap; thence South 89 degrees 56 minutes 26 seconds West 488.0 feet on the South line of the Northwest quarter of the Northwest quarter of Section 19 to a rebar with cap on the West section line; thence North 0 degrees 39 minutes 56 seconds West 1312.10 feet to the Point of Beginning, containing 14.71 acres, more or less.

**End of Schedule A
First American Title Insurance Company**

Page 3 of 6

SCHEDULE B - SECTION I REQUIREMENTS

COMMITMENT NO. 51-61674

The following requirements must be met:

- A. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
- B. Pay us the premiums, fees and charges for the policy.
- C. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.

NOTICE OF REQUIREMENT - WIRE TRANSFER OF CLOSING FUNDS

Effective July 1, 2009 Indiana law prohibits disbursement of closings unless all necessary funds required are wire transferred to the settlement agent's escrow account. (see I.C. 27-7-3.7) The law applies to all parties including lenders, buyers, sellers and real estate professionals. If the total of funds required from any single party to the transaction is less than \$10,000 a cashiers or certified check may be substituted. Corporate checks from licensed real estate brokerage companies specifically for earnest money and less than \$10,000 are also acceptable.

Wire transfer instructions are attached as an exhibit to this commitment. Please contact our closing department with any questions.

- 1. We must be furnished with a fully executed copy of the Offer to Purchase for the following real estate: Pt Nw & Pt Nw Ne 19-2-3; 80.29A and Pt Se Sw 18-2-3; 38.51A.
- 2. Execution and recordation of a Warranty Deed from Hefner Timber, LLC, an Indiana limited liability company, to A legally qualified entity yet to be determined.
- 3. Vendor's Affidavit in satisfactory form executed by Hefner Timber, LLC, an Indiana limited liability company, should be furnished us at closing.
- 4. A copy of the LLC agreement for Hefner Timber, LLC should be furnished together with the operating agreement establishing the identity and authority of the managing partner or partners or members of Hefner Timber, LLC to complete the proposed transaction.
- D. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions relating to the interest or the loan.
- E. Payment of \$5 Title Insurance Enforcement Fund fee required by IC 27-7-3 for each policy issued in connection with the transaction.

**End of Schedule B - I
First American Title Insurance Company**

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington
Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbttitle.com

SCHEDULE B - SECTION II EXCEPTIONS

COMMITMENT NO. 51-61674

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or special assessments which are not shown as existing liens by the Public Records.
2. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records
5. Any lien or right to lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
6. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage covered by this Commitment.
7. Any liens, encumbrances, requirements and other matters shown in Schedule B – I and not released or otherwise disposed of to our satisfaction.
8. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.
9. Rights of Way for drainage ditches, tiles, feeders and laterals, if any.
10. Rights of the Public and the State of Indiana in and to that part of the premises taken or used for alley or road purposes, including utility rights of way.
11. Terms and provisions of an Access Roadway Easement recorded May 8, 1996 in Deed Record 128, page 422.
12. Easement in favor of Daviess-Martin County REMC for utility line and incidental purposes recorded August 22, 2008 as Instrument No. 2008001289.
13. An oil and gas lease, executed by Hefner Timber, LLC as lessor and Samson Resources Company as lessee, recorded November 13, 2007 as 2007001873, along with the terms and provisions of subsequent assignments and/or amendments from time to time.
14. Application for the Classification of Land as Forest Land recorded February 22, 2006, as Instrument No. 2006000469.
15. Taxes for the year 2017 due and payable 2018 a lien now PAYABLE.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 3.

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington
Phone: (812)339-8434 Fax: (812)333-5063
Email: customerservice@johnbtitle.com

SCHEDULE B - SECTION II (Continued)

Taxing Authority: Lost River Township.
Duplicate Number: 51-11-19-200-001.001-005. (Pt Nw & Pt Nw Ne 19-2-3; 80.29A including 78.68A classified forest)
Assessed Value - Land: \$2,000;
Improvements: \$8,500;
Exemptions: \$0.00, Credits: \$0.00
May installment in the amount of \$76.61 is PAID;
November Installment in the amount of \$76.61 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$24.00 is PAID. November Installment in the amount of \$0.00 is Included in May.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$76.61.

16. Taxes for the year 2017 due and payable 2018 a lien now PAYABLE.
Taxes are assessed in the name of owner as shown in Schedule A, Paragraph 3.
Taxing Authority: Halbert Township.
Duplicate Number: 51-11-18-300-026-000-003. (Pt Se Sw 18-2-3; 38.51A including 37.11A classified forest)
Assessed Value - Land: \$900;
Improvements: \$0.00;
Exemptions: \$0.00, Credits: \$0.00
May installment in the amount of \$6.49 is PAID;
November Installment in the amount of \$6.49 is UNPAID;
Prior Year Delinquencies: \$0.00 . Penalties and/or Adjustments: \$0.00
STORM WATER FEES:
May Installment in the amount of \$0.00 is NA. November Installment in the amount of \$0.00 is NA.
Total amount due to pay all outstanding taxes, delinquencies and penalties \$6.49.
17. Taxes for the year 2018 payable 2019 and thereafter, a lien but not yet due or payable.

The company does not insure that the land described in paragraph 4 of schedule A accurately comprises any acreage or area referred to therein.

This commitment is furnished by the company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of the company. This commitment is not an abstract or an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. This commitment is not binding on the company until such time as the proposed insured and policy amounts are specifically identified in Schedule A, Paragraph 2. Persons and entities not listed as proposed insured's are not entitled to rely upon this commitment for any purpose.

Note: Unless otherwise shown above, there are no recorded judgments against any parties having an interest in the land described in Schedule A that have priority over the interests to be insured.

Note: Exceptions 1 through 4, above, will be deleted for any loan policy committed to be issued. All applicable ALTA Endorsement forms including 4, 5, 6, 6.2, 8.1 and 9 will be issued with the loan policy.

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington
Phone: (812)339-8434 Fax: (812)333-5063
Email:

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SCHEDULE B - SECTION II
(Continued)

End of Schedule B - II
First American Title Insurance Company

Issuing Agent: John Bethell Title Company, Inc., 2626 South Walnut Street, Bloomington
Phone: (812)339-8434 Fax: (812)333-5063
Email:



**Coffey Realty
& Auction**

REAL ESTATE AUCTION PURCHASE CONTRACT

This Contract of sale made and entered this 13th day of September, 2018, by and between Hefner Timber LLC hereinafter called the Seller(s) and _____ hereinafter called the Buyer(s):

The Buyer hereby agrees to purchase, the Seller hereby agrees to sell this property in "As is" condition (except conditions stated in statement of sale and Terms & Conditions)

Located at and commonly known as: 00 Windom Rd
in the City of Shoals, County of Martin, and State of Indiana.

Legally described as: _____

Buyer herewith agrees to deposit with Courtland Title & Escrow., \$7,000 as non-refundable earnest money deposit, and the balance of the purchase price will be due on delivery of clear title.

Seller(s) agrees to furnish a Warranty Deed with insurable title. Free from all encumbrances, and an Owners Title Insurance Policy at closing. If the seller is unable to convey clear and marketable title the buyer's down payment can be refunded.

Real Estate Taxes: Will be pro-rated to date of closing.

Closing shall take place on or before October 12, 2018 and shall take place at the office of John Bethell Title, 2626 S. Walnut St, Bloomington, IN 47401.

The buyer will pay the closing fee.

Possession is to be given day of final closing.

Buyer agrees to pay all cost of obtaining a loan to include preparing and recording Deed & note, Title Opinion if desired.

Title is to be conveyed subject to all restrictions, easement and covenants of record, subject to zoning ordinance or laws of any governmental authority. These premises are to be in the same condition as they are as of the date of this contract, ordinary wear and tear excepted. Seller is expected to bear risk of loss through the date of deed. In the event the premises are wholly or partially destroyed before the consummation of the transaction or delivery of the final papers, the Buyer shall elect or choose whether or not he will go through with the transactions, and in the event he chooses to go through with it, all insurance damages collectible as a result of the damage or destruction shall be assigned to him, the Buyer. If he chooses not to go through with the transaction, any earnest money held in escrow will be refunded in full.

Time being of the essence of this agreement, if the Buyer shall fail or refuse to perform this agreement of Buyer's part, and the Seller shall be ready and willing to perform, the Seller shall be entitled to retain the entire down payment / earnest money as liquidated damages for the breach of this agreement.

"All successful bidders will be required to sign a note for the deposit amount. Note shall become null and void when undersigned shall complete all requirements for closing as set out in this contract."

SAMPLE CONTRACT



Per the terms & conditions as contained herein and announced in "statement of sale", the property sells as shown below. This contract is subject to clearance of any check presented to **United Country, Coffey Realty & Auction** payable to **JDC Group, Inc.**

High Bid Selling Price \$ _____ .00
Plus 11% Buyer's Premium \$ _____ .00
Total Purchase Price \$ _____ .00
Less Down Payment \$ _____ 00
Total Due at Closing \$ _____ .00

This offer will expire if not accepted on or before: _____

Purchased By:

Buyer Date _____

Printed Phone _____

Buyer Address: _____ City _____ State _____ Zip _____

Buyer Date _____

Printed Phone _____

Buyer Address: _____ City _____ State _____ Zip _____

Buyer's Agent Date _____

Printed Phone _____

Agent Address: _____ City _____ State _____ Zip _____

Names for Deed: _____

Accepted By:

Seller Date _____

Hefner Timber LLC, by Hank Hefner
Printed Time: _____

Seller Date _____

Printed



Coffey Realty & Auction

PROMISSORY NOTE

**Windom Rd. – Shoals, IN
Martin County – Halbert Township**

\$.00
Amount

Septmeber 13, 2018
Date

FOR VALUE RECEIVED, the undersigned promises to pay by wire transfer to the Order of:

Courtland Title & Escrow

1090 State Rd 39 Bypass
Martinsville, IN

The Sum of _____dollars (\$.00), as a deposit for the purchase of real estate described in Contract of even date herewith and attached hereto executed the undersigned, payable at the closing of said Contract.

This promissory note shall bear no interest until the date of closing of the Contract; thereafter it shall bear interest at the highest rate allowable by law.

This Note shall become null and void if and when the undersigned shall complete all requirements for closing as set out in the attached Contract. If said requirements are not fulfilled this Note shall be fully enforceable at law.

If this Note is placed in the hands of an attorney for collection, by suite or otherwise, the undersigned agree to pay all costs of collection and litigation together with a reasonable attorney's fee.

Signature

Date

Signature

Date

MULTI-PAR EXPLANATION

Multi-Par Auction Explained:

A Multi-Parcel Auction is the sale of Real Estate offered in two or more tracts of land. For purposes of explanation:

100 Acres Offered In Five Tracts

- Tract #1 - 5 Acres
- Tract #2 - 10 Acres
- Tract #3 - 10 Acres
- Tract #4 - 25 Acres
- Tract #5 - 50 Acres

The bidding will usually open to offer the tracts individually first:

Bid Board (Individual Tracts)

Tract Number	Bidder Number	Bid Amount
1	100	\$ 5,000
2	200	\$ 10,000
3	300	\$ 10,000
4	400	\$ 25,000
5	500	\$ 50,000
Total		\$ 100,000

Following the offering of individual tracts, the auctioneer will begin taking bids for any combinations. Example: \$26,000 will tie Tracts 1, 2 & 3 together and pull them away from the individual bidders for their respective tracts, because the bid is higher than the individual bids totaling \$25,000. See bid board below.

Bid Board (Combinations)

Combinations	Bidder	Bid Amount
1-2-3	600	\$ 26,000

Bidders 100, 200 & 300 are "out", because of a successful combination by Bidder 600. But this leaves Bidders 400 & 500 still in a winning position on their respective tracts. What is of importance is the bid for Combination 1-2-3 at \$26,000 plus the individual bids of \$25,000 and \$50,000 for Tracts 4 & 5 total out to be \$101,000...beating out the total of \$100,000 for all of the Individual bids of \$100,000.

But keep in mind, Bidders 100, 200 & 300 are not necessarily finished bidding. There is only a \$2,000 difference from a change in the bid board and those who would be in a winning position. A \$2,000 increase from either one of them on their respective tract will put all of the individual bidders back into a winning position. This process will take place until all bids are exhausted and the auctioneer declares the property sold.

AUCTION ADVANTAGES

Buyer Benefits

-
- ◆ Purchase property at fair market value
 - ◆ Eliminate sometimes long negotiation periods
 - ◆ Reduce time to purchase property
 - ◆ Gain confidence as they compete
 - ◆ Do not have to worry about contingencies because purchasing and closing dates are known
 - ◆ Feel better about a purchase – just knowing there is a contending bid just one increment under purchase price
 - ◆ Buyers know property owners are motivated to sell
 - ◆ Buyers know property owners sell at lowest price possible
 - ◆ Buyers can receive favorable financing
 - ◆ Buyers set their own purchase price
-

CODY COFFEY

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**Coffey Realty
& Auction**

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