

Siefker Real Estate & Auction Co. Ltd * Ottawa, OH

PUBLIC AUCTION

SATURDAY * DECEMBER 10TH, 2022 * 10:00 AM

> **EXCEPTIONAL OPPORTUNITY** <

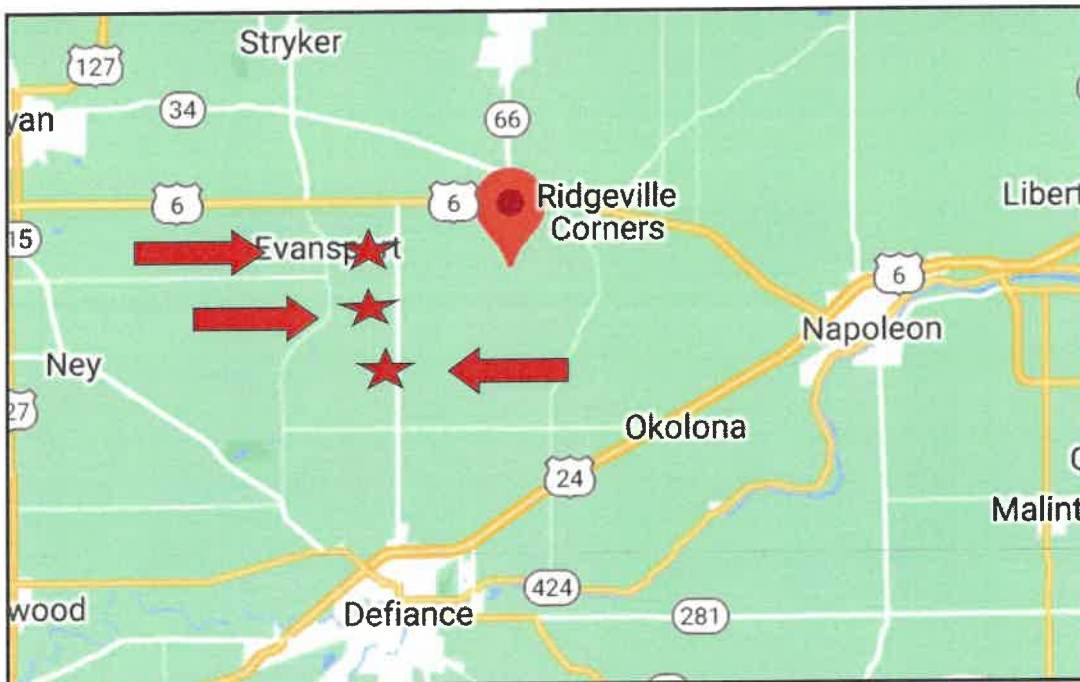
193 +/- ACRES VACANT FARMLAND in 5 PARCELS

Sections 2, 3, and 11, of Tiffin Twp. in Defiance County, OH

Section 34 of Springfield Twp. in Williams County, OH

FRONTAGE on Christy / Hockman / 1st St. "Evansport"

AUCTION LOCATION: For your comfort and convenience this auction will be held at the
TINORA HIGH SCHOOL @ 5921 Domersville Rd., DEFIANCE, OH 43512
"WATCH FOR AUCTION TODAY SIGNS"



Owner: LONA FITZGERALD
STEPHEN K. SNAVELY, Attorney for Seller



AARON SIEFKER, Broker & Auctioneer

419-538-6184 Office

419-235-0789 Mobile

Find us on the web @ www.siefkerauctions.com

Siefker Real Estate & Auction Co. Ltd * Ottawa, OH

PUBLIC AUCTION

193+/- ACRES FARMLAND

**SECTIONS 2, 3, and 11 * TIFFIN TWP * DEFIANCE COUNTY, OH
SECTION 34 * SPRINGFIELD TWP. * WILLIAMS COUNTY, OH**

**OFFERED in 5 PARCELS
3 Parcels Plus 2 Combinations**

All Parcels Located in the NORTHEASTERN "Tinora" SCHOOL DISTRICT

**Full Possession of Parcels 1 & 2 After Harvest 2023 Crops
Full Possession of Parcel 4 Upon Closing**

**Owner: LONA FITZGERALD
STEPHEN K. SNAVELY, Attorney for Seller**

Siefker Real Estate & Auction Co. LTD

Ottawa, OH * 45875

**AARON SIEFKER, Broker/ Auctioneer
419-538-6184 Office * 419-235-0789 Mobile
Dan & Cole Limber / Tom & Eric Robbins / Dan Baker
Assisting Auctioneers**



Licensed by the Department of Agriculture



THANK YOU FOR YOUR CONSIDERATION OF THIS PROPERTY!

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SALE ORDER

PARCEL #1: 50.00 +/- Acres in Section 2 of Tiffin Twp.

PARCEL #2: 75.48 +/- Acres in Section 11 of Tiffin Twp.

PARCEL #3: 125.48 +/- Acres ~ The Combination of 1 & 2

PARCEL #4: 67.60 +/- Acres in Section 3 of Tiffin Twp.

PARCEL #5: 193.00 +/- Acres ~ The Combination of All Parcels

Real Estate Taxes

Parcel #1: 50.00 Acres +/- \$ 384.04 per year ~ Pro Rated

Parcel #2: 75.48 Acres +/- \$ 593.66 per year ~ Pro Rated

Parcel #4: 67.60 Acres +/- \$ 295.00 per year ~ Pro Rated

193 +/- ACRES OFFERED in 5 PARCELS

“which includes”

3 INDIVIDUAL PARCELS and 2 COMBINATIONS

The COLLECTIVE BIDDING PROCEDURE will be used on the combination parcels.
See explanation of this procedure inside this brochure
or call Aaron Siefker with further questions.



***NOTE; POSSESSION of PARCELS 1 & 2 AFTER HARVEST of 2023 CROPS
BUYER GETS CASH RENTS for 2023 CROP SEASON
FULL POSSESSION of PARCEL 4 at CLOSING***

Contact: AARON SIEFKER with ANY QUESTIONS ~ 419-235-0789 or 419-538-6184

VIEW ONLINE @ www.siefkerauctions.com

***** Information Believed Correct But Not Warranted *****

PARCEL #1 50 +/- ACRES FARMLAND & WOODS
PARCEL #2 75.48 +/- ACRES FARMLAND & WOODS
Sections 2 & 3 * Tiffin Twp. * Defiance County, OH

PARCEL #1:

50 +/- Acres in the South Part of the NW ¼ of Section 2 in Tiffin Twp., Defiance County, OH w/ Frontage on Christy Road North of Nagel Road. FSA has 40.47 Acres Farmable w/ App. 9.86 Woods, Paulding Roselm Soils, Wheat Planted - Buyer will be Landlord for 2023 Farming Season, Northeastern School District, Real Estate Taxes \$192.02 Per ½ Year

FSA INFO

Wheat

8.79 Ac. Base/ 56 Bu. YLD

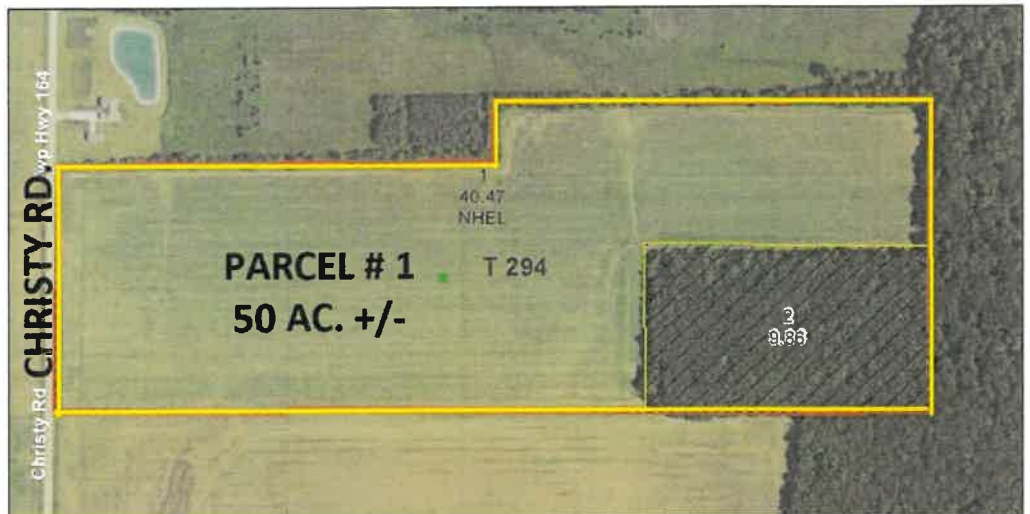
CORN

14.79 Ac Base/ 163 Bu. YLD

SOYBEANS

16.89 Ac Base/ 31 Bu. YLD

FSA has 40.47 Farmable
APP. 9.86 Ac. Woods



PARCEL #2:

75.48 +/- Acres in Part of the South ½ of the NW ¼ of Section 11 in Tiffin Twp., Defiance County, OH w/ Frontage on Both Christy Road and Hockman Road, 61.71 Acres Farmable Per FSA, App. 10.5 Woods, Balance Ditch & Road, Paulding Roselm Soils, Wheat Planted - Buyer will be Landlord for 2022 Farming Season, Northeastern School District, Real Estate Taxes \$296.83 Per ½ Year

FSA INFO

WHEAT

13.8 Ac Base/ 56 Bu. YLD

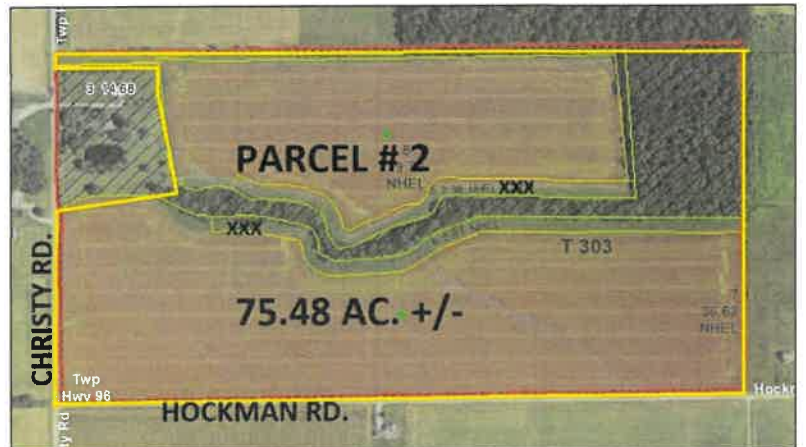
CORN

23.39 Ac. Base/ 163 Bu. YLD

SOYBEANS

24.6 AC. Base/ 31 Bu. YLD

FSA has 61.79 Farmable
APP. 10.2 Acres Woods



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PARCEL #3:

125.48 +/- Acres being the COMBINATION of PARCELS 1 & 2 as a SINGLE UNIT ~ "COLLECTIVE BIDDING USED"

PARCEL #4 67.6 +/- ACRES FARMLAND & CRP ACRES Section 3 * Tiffin Twp. * Defiance County, OH Section 34 * Springfield Twp. * Williams County, OH

PARCEL #4:

67.6 +/- Acres in Part of the North Part of Section 3 in Tiffin Twp., Defiance County, OH of which 5.329 Acres are in Section 34 Springfield Twp. in Williams County, OH w/ Frontage on 1st St. in Evansport, Ohio. Genesee, Shoals, and Digby Soils, Productive Soils But This Parcel is in AE Flood Zone, This Parcel Has A total of 19.02 Acres in CRP Till 2030 Paying \$295.06 Per Acre Per Year, "BUYER MUST COMPLETE THAT CONTRACT", Possession Upon Closing, Northeastern School District, Real Estate Taxes \$371.47 Per 1/2 Year

FSA INFO

WHEAT

13.8 Ac. Base/56 Bu. YLD

CORN

23.39 Ac. Base/163 Bu. YLD

SOYBEANS

24.6 Ac. Base/31 Bu. YLD

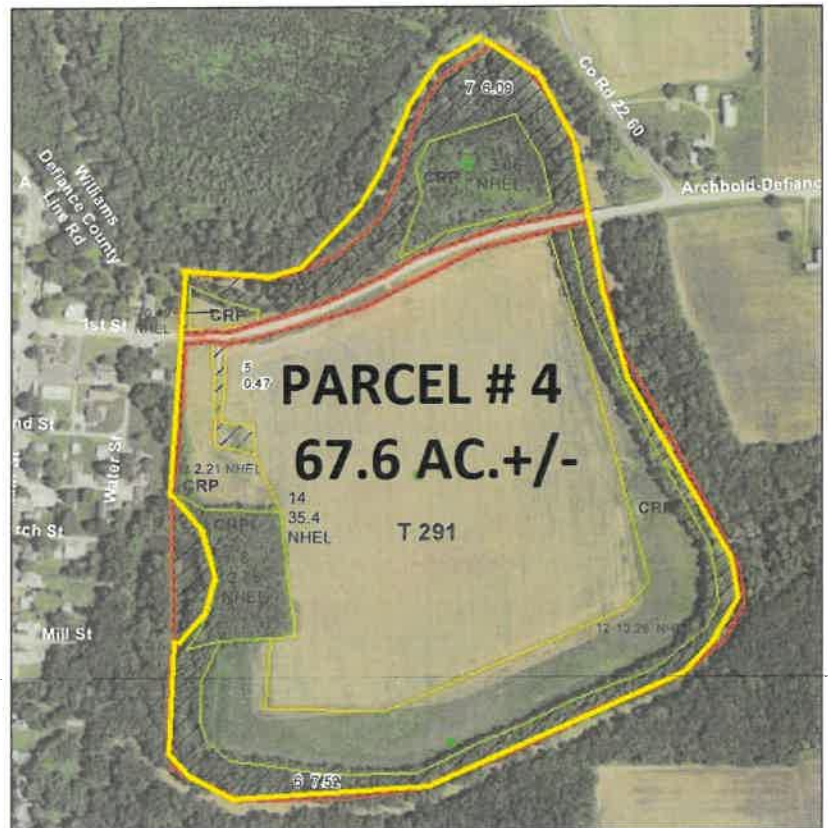
FSA has 35.4 Farmable

CRP CONTRACT TILL 9/30/2030

19.02 Acres Pays \$295.06 Per Acre

**BUYER MUST
COMPLETE CRP CONTRACT**

**THIS FARM IS IN AE FLOOD ZONE
POSSESSION UPON CLOSING
THIS PARCEL**



193 +/- Acres the Combination of ALL Parcels as a Single Unit

PARCEL #5:

193 +/- Acres being the Combination of ALL Parcels as a Single Unit.

"COLLECTIVE BIDDING PROCEDURE USED"

PARCELS vs WHOLE

Collective Bidding and Bid-Off Procedure

1. Parcel prices are established by the auction method and the top bid and bidder number on EACH Parcel is posted.
2. The top bids of the individual parcels are added together in predetermined combinations. ANY BIDDER interested in purchasing a combination may bid as long as they bid at least 1% more than the sum of the individual bids.
3. The top bid and bidder number on the combination is then posted. (If no combination bid is at least 1% higher than the sum of the individual bids, no bid is recorded and that particular combination will not be offered again.)
4. The INDIVIDUALS with the posted bids on the Parcels will then be given the opportunity to collectively bid more than the posted bid on the combination and the combination bidder will be given the opportunity to raise his/her bid until the highest price is achieved. It is the intent of the individual Parcels to work in concert to exceed the bid on the combination and vice versa.
5. This is accomplished using the following procedure:
 - a. Any bidder interested in purchasing a combination may bid as long as they bid at least 1% more than the sum of the individual bids. All bids of at least 1% will be accepted, even if it does not put the bidder in the lead.
 - b. If any posted Parcel or combination bidder wishes to pass, he/she may do so and an X will be placed next to his/her bid. A bidder may pass only three times and on the third pass his/her bid is frozen, removing the option of increasing his/her bid. However this does not remove the possibility of the bidder being the ultimate purchaser.
 - c. Once all bidding parties have passed three times, the top bid will be determined and recorded. The posted bids will be declared winning bids, but not as sold.

All Decisions of the auctioneer on collective bidding are final!

ADDENDUM "A" to the PURCHASE CONTRACT for LONA FITZGERALD 12/10/2022
TERMS & CONDITIONS of FITZGERALD REAL ESTATE AUCTION

1. A 20,000.00 deposit is required on parcels 1 and 2, \$40,000 on Parcel 3. \$20,000.00 on Parcel 4 or \$60,000.00 on Parcel #5. The deposit is due upon signing the real estate purchase agreement on day of auction. Balance of the purchase price will be due on or before January 10, 2023, Not to Exceed January 25, 2023. **This offer will remain irrevocable and available to the seller for 5 business days after delivery of this offer to the sellers, its counsel, or Agent.**
2. **THIS OFFER IS NOT CONDITIONED UPON FINANCING CONSIDERED A CASH CONTRACT. The EARNEST DEPOSIT IS NON-REFUNDABLE upon acceptance of the contract by the Seller.**
3. All successful bidders will be required to enter into a purchase contract at the Auction site immediately following the close of the Auction. **Property sells subject to Seller's confirmation.**
4. **SELLER WILL COOPERATE WITH 1031 EXCHANGES IF NEEDED**
"However the 1031 Exchange shall neither delay the Closing nor cause additional expense or liability to Seller"
5. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
6. Buyer will receive a Deed from Sellers Giving MARKETABLE TITLE. (Buyer will Have a Title Commitment from Pontiac Title and Pontiac Title will do Closing) In the event a MARKETABLE TITLE cannot be delivered, Seller shall have 180 Days to correct any title defect or marketability issue.
7. It is the Buyer's sole responsibility to inspect the property and be satisfied as to its condition prior to bidding, review all property information and due diligence materials, independently verify any information they deem important including information available in public records, and inquire of public officials as the applicability of and compliance with land use laws, flood maps, future use zoning and any other local, state, or federal laws and regulations.
8. Properties Taxed Agriculturally.
9. Closing Costs: The buyer will incur the standard closing costs, as would be the case through any purchase of real estate in the State of Ohio. Seller pays for deed prep and deed transfer tax. 2022-23 Taxes Pro-Rated to Day of Closing.
10. All proceeds due from Buyer at closing shall be in U.S. cash, certified check, or wire transfer as required by law.
11. No conditions may be added to the agreement by the purchaser either at the auction or otherwise. The closing will take place on or before the date specified in the Purchase Agreement. At Sellers option closing may be extended.
12. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed by law, including a suit for damages, specific performance or cancellation of the sale with the Seller to retain the earnest money deposit.
Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.
13. Be advised that the information contained herein is to the best knowledge of the provider or was compiled from Public Information, and is provided to you without warranties or representations of any kind, and the property is offered as is, where is, with all faults and that no warranties or representations are made in connection with the property whatsoever.
14. ***This property is being sold "as is, where is" without warranties or guarantees. Any inspections desired by the purchaser are complete. Purchaser has done any due diligence as for any potential future use of this property and cost of public utilities if needed. Sellers will make no improvements of any kind. Subject to: Oil & Gas Leases/ Utility Easements / If Any Property being sold AS-IS subject to any and all apparent drainage or other easements and restrictions of record***
15. **CLOSING: By January 10, 2023, Not to Exceed January 25, 2023. Closing May Be Extended at Option of Seller.**
16. **POSSESSION: BUYER TO RECEIVE CASH RENT FOR 2023 GROWING SEASON ON PARCELS 1 & 2, FARMLAND FULL POSSESSION after Harvest of 2023 Crops, PARCEL #4 POSESSION UPON CLOSING**
17. **All measurements are approximate with no guarantee of accuracy. Farms Sold By Current Legal Description**
18. ***Farm Service Agency rules and regulations apply to any programs affecting this property being sold. If the purchaser fails to sign up for and/ or makes changes to any CRP or FSA program that results in any non-payment, payback or recoupment, that cost will accrue to the purchaser regardless of the intent of the FSA rules and regulations. CRP CONTRACT MUST BE COMPLETED BY BUYER TILL 2030.***
19. All bidders at this auction agree they have read and fully understand these terms and conditions and agree to be bound thereby. Buyers by placing a bid at the Auction hereby agree to these terms & conditions.
20. ***To the extent any provisions of this addendum conflicts with the terms or conditions of the contract, the language in the addendum supersedes and controls.***
21. **ANY ANNOUNCEMENTS DAY OF AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL. THE ABOVE TERMS AND CONDITIONS ARE TO BE AN ADDENDUM TO THE PURCHASE CONTRACT AS WELL AS ADDENDUM "B". ALL THESE TERMS SURVIVE THE CLOSING UNTIL COMPLIED WITH.**

* BUYER'S SIGNATURE _____ DATE _____

* SELLER'S SIGNATURE _____ DATE _____



SIEFKER REAL ESTATE & AUCTION CO. LTD
12062 Rd. M-10 * Ottawa, OH * 45875
On the web @ www.siefkerauctions.com

Upcoming Auctions for December 2022

SUN	MON	TUE	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Check out our December Auctions
View @ www.siefkerauctions.com

Real Estate @ PUBLIC AUCTION

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Section 34 * Springfield Twp * Williams County, OH

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AARON SIEFKER
Ohio Real Estate Broker
Find us on the web @ www.siefkerauctions.com
Member of the National & Ohio
Real Estate & Auctioneer Associations