

Huron Co, MI 36.49+/- acres offered in 1 tract

SALE DAY FLYER

AUCTION DETAILS

9/6/23 at 11:00 AM EDT
Live And Online
Franklin Inn
1070 E Huron Ave
Bad Axe, MI 48413

PROPERTY DETAILS

Total Acres: 36.49+/- acres offered in 1 Tract
Method: Bid By the acre
Seller: Garza
Agent: Chris Garza



ENTIRE FARM DESCRIPTION:

Here's your chance to own a great farm with endless opportunities. 36 +/- acres located just 1 mile North of Bad Axe Michigan. This farm has it all!! Farm Land, Creek, CRP, Pasture, Outbuildings, Mini Barn, Wildlife and Beautiful building sites overlooking Bad Axe Creek. The possibilities are endless, horse farms, hunting and fishing, great investment with over 18 acres tillable, 9 of which is tilled, cash rent of \$100.00 per acre will be paid to the new owner, currently planted to Soybeans and Sugarbeets, and over 5 acres enrolled in CRP that pays \$165 per acre. This parcel has it all!! Contact me today for more information and a showing before Auction day!

- 1 mile north of Bad Axe
- 15 mins from Saginaw Bay
- 5 mins from multiple hotels and restaurants
- Excellent Whitetail Deer and Eastern Turkey Populations
- Bad Axe Creek running thru the property
- 5.8 acres enrolled in CRP paying \$165/Acre
- 18.7 acres tillable farm land
- 9 acres tiled tillable farm land
- 24 x 80 pole barn and a mini horse or livestock shelter with 1 acre fenced
- 7.4 acres of grass and brushy timber for wildlife or to be converted to tillable farmland



Terms of Sale

Thank you for participating in this Auction with Ranch & Farm Auctions and Whitetail Properties Real Estate. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Good luck bidding!

Registration at the auction (online and/or in person) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Contract and its Addenda which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. By bidding you are representing to the Auctioneer, Auction Company, Broker and the seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. DO NOT BID unless you have registered, received a Bidder's Card and Auction Day Notes, and have read and agreed to be bound by the terms of sale in the Contract as they are enforceable against you upon becoming a high bidder.

All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale. Broker and Auction Co represent the Sellers only and does not inspect properties on bidder's behalf. Read the Contract and Auction Day Notes to determine the existence of any disclosures, exclusions, representations and disclaimers. Do not bid if you have not inspected the property(s). By bidding you agree to all disclosures.

Buyers receive a deed and Title Insurance Policy (or updated Abstract) as provided by the Closer indicated in the Contract (any mobile/manufactured housing not legally affixed to the property shall only be conveyed by a Hold Harmless Agreement or Quit Claim Bill of Sale unless otherwise noted in the Disclosures).

Each high bidder must make a 10% non-refundable deposit immediately following auction. Wire transfer, cash, cashier's checks, personal checks and business checks (electronically processed) are accepted. The balance of the purchase price and all closing costs are due within 30 days.

Bidding starts at the nominal Opening Bid(s) indicated and is open to the public. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down lots and/or quantities offered, to sell out of scheduled sequence, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding, to accept or reject any or all bids, and to cancel or re-schedule an auction. The Auctioneer will call the sale and control any increments of bidding. To make a bid, raise your hand or Bid Card to be recognized. The bidding usually takes less than 3 minutes for each property. Absentee bids may be accepted at the discretion of the Auctioneer. The Auctioneer reserves the right to enter bids on behalf of absentee bidders. Any mistakes during bidding as to who has the high bid and/or at what price may be called to the Auctioneer's attention and corrected. The Auctioneer is the sole arbiter and controller of the conduct of the auction and shall be the final and absolute authority without liability to any party.

Your inspection of the property(ies) and attendance at this auction are at your own risk. Broker and Seller, their agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damage to their person or property while in, on or about these properties, nor shall they be liable for any defects, dangers or conditions on the property(ies). All persons enter the property(ies) and attend the auction at their own risk and shall defend, indemnify, and save harmless Broker and Seller, their agents and employees, from any and all liability attendant thereto.

All auctions are subject to bank, court or seller approval unless otherwise noted as "Absolute". Buyers are not allowed possession until Closing and filing of the deed. If for any reason the court or Seller approval is not granted, the Down Payment shall be returned in its entirety to the high bidder. "Showing" requests from Buyers after the auction may not be able to be accommodated.

If more than one property is being auctioned, the Auctioneer may choose to offer a group of the properties for auction at the same time. This is called "BUYER'S CHOICE" and is to accommodate buyers who have an interest in more than one property and/or have 2nd and 3rd choices if they are out bid for a favorite property. Upon winning the bid, please choose which property, or properties, you want. You pay the high bid price for each property selected. Each sale is final and stands alone. Remaining properties are then offered in another round of bidding. Anyone may bid at any time, including prior High Bidders.

Winning online bidders will immediately be sent a purchase agreement by DocuSign and Wire transfer instructions.

Auction Co, Broker and the Seller expressly disclaim any liability for errors, omissions or changes regarding any information provided for these sales. Please read the Contract and Auction Day Notes for a full and complete understanding of Auction co, Broker and Seller's disclaimers. Bidders are strongly urged to rely solely upon their own inspections and opinions in preparing to purchase property and are expressly advised to not rely on any representations made by the Seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

Sale Order: Bid By The Acre

Sale Method: Selling Subject to Seller Acceptance

Closing: On or before 30 days from seller acceptance

Possession: At closing subject to current tenancy agreement

Taxes: Prorated to date of close

Tenancy: Farm sells with open tenancy for 2024

Buyers Premium: 5%

Survey: None required

Down Payment: 10% due immediately

Seller: Garza

Cash Rents: Buyer will receive 2023 rents/CRP prorated

Disclosures

- All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale.
- Seller shall pay for all Title search, commitment and insurance premiums. Other standard closing costs split 50/50 with seller.