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## **HUNTINGTON-INDUSTRIAL LAND**

**AUCTION BID DEADLINE: June 18<sup>th</sup> @ 2:00 p.m. (EST)**

### **Property Location:**

E Franklin Street, Huntington, IN 46750

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## AUCTION - Huntington, IN - Industrial Land

Intersection of E Franklin Street & Condit Street,  
Huntington, IN 46750



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# AUCTION - Huntington, IN - Industrial Land

3/4 acre vacant lot containing a 24,000 SF paved parking area. .75 acres consists of 5 separate parcels. Lot was previously used for Huntington Electric Co. employee parking.

- ~3/4 Acre Industrial Zoned Vacant Lot
- ~24,000 SF Paved Parking Lot
- Easy Access to US 24



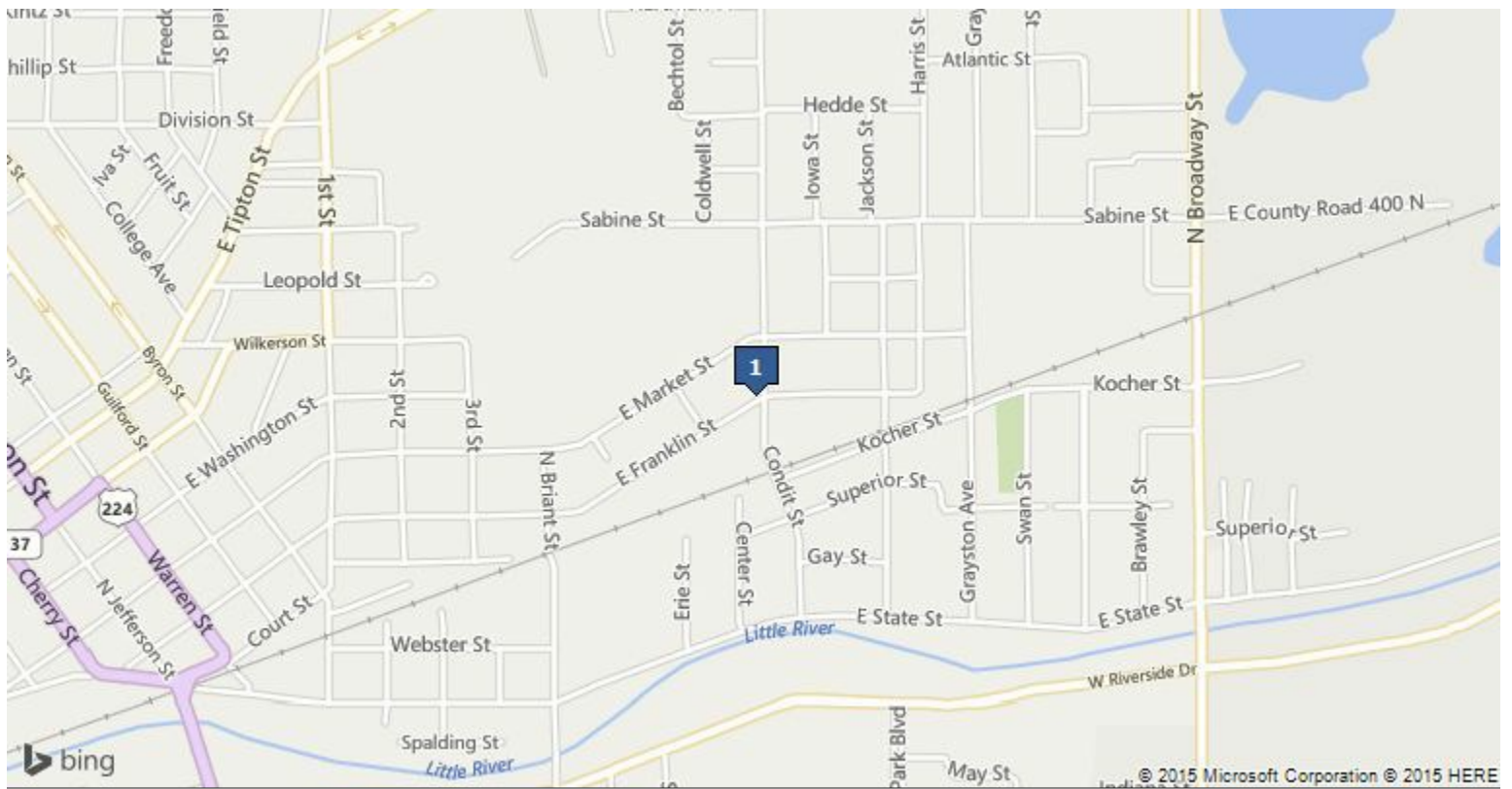
Aerial View

Price:	AUCTION
Property Type:	Land
Property Sub-type:	Industrial (land)
Property Use Type:	Vacant/Owner-User
Zoning Description:	Industrial/Commercial Parking

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## REAL ESTATE AUCTION

Lot Size	0.75 AC
Lot Type	Industrial (land)



### Intersection of E Franklin Street & Condit Street, Huntington, IN 46750

Located at the corner of E. Franklin St. & Condit St. in Huntington, IN. Great visibility with easy access to US 24.

# Property Photos



Intersection E. Franklin & Condit St.\_South View



North View

# Property Photos



East View



West View



**AVAILABLE**  
**ADD. LOT: .76 AC**

**15,688 SF**  
**SOLD**  
**1.12 AC**

MARKET

CENTER

FRANKLIN

CONDIT

KOCHER

SUPERIOR



## Real Estate Terms & Conditions

**Bid Procedure:** The property will be offered in 1 individual tract.

**Buyer's Premium:** The total purchase price will include a buyer's premium equal to ten percent (10%) of the winning bid amount. Therefore, the actual total purchase price on the auction day (and the closing) is equal to the winning bid amount plus the buyer's premium (the "Total Purchase Price"). The Total Purchase Price does not include other amounts payable by the Buyer during closing, such as escrow/closing fees, property taxes, insurance, etc.

**Bidding and Winning:** To purchase a particular property at auction, one must be acknowledged by the auctioneer as the Winning Bidder (the bidder to whom the auctioneer acknowledges the property as being "SOLD" to). If you are the Winning Bidder, you will be contacted by phone by an auctioneer representative at the phone number you provided during registration. Once contacted by an auctioneer representative, Winning Bidder will be sent, by e-mail (or by overnight mail delivery if necessary) the Purchase Agreement and certain other documents for signature. The Purchase Agreement will contain the exact terms and conditions of the sale. After executing the Purchase Agreement electronically, Winning Bidder will be contacted by an escrow agent/holder or closing representative who will provide them certain additional information pertaining to the closing.

If a Winning Bidder cannot be reached within twenty-four (24) hours of Auctioneer's acknowledge of the winning bid, or Winning Bidder fails to timely execute the Purchase Agreement, then Auctioneer or Seller can declare the Winning Bidder in default. In such event, the Winning Bidder's bid may be null and void and the auctioneer and Seller may, at their discretion, allow no further liability or obligation to that Bidder. In addition, such Bidder may be subject to liquidated damages. Furthermore, Auctioneer reserves the right to immediately put the Property back up for sale at the Auction.

**Subject to Confirmation:** In the event the winning bid amount is not immediately accepted by the Seller, the Auctioneer will inform the Winning Bidder that acceptance of their winning bid amount is "subject to confirmation." Winning Bidder acknowledges and agrees that Winning Bidder's purchase is subject to, and contingent upon, the Seller approving the purchase.

**Payment of Non-Refundable Deposit and Remaining Balance:** As the initial Earnest Money Deposit, Winning Bidder shall be required to pay ten percent (10%) of the Total Purchase Price on the property purchase. The Earnest Money Deposit must be made no later than twenty-four (24) hours following auction day. All monies will be immediately deposited with an escrow/closing agent or settlement attorney. The balance of the Total Purchase Price, along with all other costs and/or fees, must be paid as required in the Purchase Agreement. Regardless of the amount financed, the Earnest Money Deposit amount required on auction day will not change.

**Closing:** Closing to be within 30 days of sale.

**Real Estate Taxes & Assessments:** The Real Estate taxes shall be prorated to the day of closing.

**Possession:** Possession of the property at closing.

**Title:** Seller/Owner shall furnish Buyer an owner's policy of title insurance in the amount of the purchase price, insuring title to the Property subject to easements, restrictions and agreements of record and apparent, and all matters which would be disclosed by an accurate survey or physical inspection of the Property.

**Condition:** Auction Company, Seller and their respective officers, employees, and agents offer the property in an "as-is, where-is condition, with all faults. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the Property, including without limitation environmental and physical condition of the Property.

**Agency:** Charleston Real Estate / Charleston Auctions, Inc. and its representatives are exclusive agents of the Seller.

**Survey:** The seller will not provide buyer with a survey. If buyer or buyer's lender requires a survey, it will be at the sole cost of the buyer.

**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 AS IS, WHERE IS basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. 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 Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions made by the Auctioneer are final.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**

## REAL ESTATE PURCHASE AGREEMENT

- 1 Agreement. Buyer agrees to purchase and Seller agrees to sell the real estate located in the City of Huntington, County of Huntington, State of Indiana described as set forth in Exhibit "A" (to be supplemented) and commonly known as **E. Franklin Street, Huntington, Indiana 46750** (the "Property"). The sales price shall be \_\_\_\_\_ (\$ \_\_\_\_\_) plus a 10% Buyers Premium, making the total purchase price under this agreement \_\_\_\_\_ (\$ \_\_\_\_\_) ("the purchase Price").
- 2 Terms. The terms of the purchase shall be payment in cash of the full purchase price, less the earnest money paid, upon execution and delivery to Seller of a corporate warranty deed. No Representation or Warranty as to Condition. The Property is being sold and delivered "AS IS" and "WHERE IS" in its present condition, or as such condition exists on the closing date; and Seller disclaims any, and makes no further, warranty or representation as to the Property including as to the condition of any improvements, fixtures, soil conditions, or any environmental conditions on the Property. Buyer is not relying on any representations of Seller or its Agent in connection with this transaction.
- 3 Taxes & Assessments. The real estate taxes assessed for the current year, due and payable in the year following closing shall be prorated to the day of final closing.
- 4 Financing. Buyer agrees and acknowledges that Buyers obligation to purchase is not subject to any financing condition or other contingency.
- 5 Proof of Title. Seller will provide a policy of Owners Title insurance insuring in Buyer marketable title to the real estate as of a date after the date hereof.
- 6 Disclaimers: Charleston Auctions and Charleston Real Estate, and its agents, are exclusive agents of the seller in this transaction.
- 7 Survey: Buyer may have a survey of the Property prepared at Buyer's expense, but such survey shall not be a condition to the closing. Buyer acknowledges that Buyer is drawing solely upon Buyer's own judgment as to location, boundaries, area of the Property and improvements thereon with no representations being made by Seller or its agents. The conveyance shall not be subject to any matters which are disclosed by a survey of the Property and any zoning or other statutes, ordinances or regulations, and no representation or warranty is given as to any zoning, availability of utilities, or any use of the Property for any purpose.
- 8 Closing. The Real Estate shall close on or before July 3, 2015. The Closing fee shall be split 50/50 between Buyer and Seller.
- 9 Possession. Seller shall give possession of the real estate to the buyer on the day of final closing.
- 10 Binding. For valuable consideration, the parties agree that this Agreement shall constitute a binding agreement, and Buyer herewith deposits \_\_\_\_\_ (\$ \_\_\_\_\_) with Seller, which is an amount equal to ten percent (10%) of the purchase price, including the buyer's premium, evidencing Buyer's good faith as a nonrefundable Earnest Money Deposit, to be held by Charleston Real Estate and to be applied towards the Purchase Price if the parties consummate the transaction. If the parties do not consummate the transaction, for any reason, the Earnest Money Deposit shall become the property of Seller and Charleston Real Estate and shall be non-refundable under any and all circumstances. In the event Buyer shall fail or refuse to conclude the sale on the terms herein set forth for any reason not provided for herein, then Seller, and Charleston (only to the extent Charleston shall be entitled to a Buyer's Premium) shall be entitled to all equitable or legal remedies, including to retain the sum herewith deposited as earnest money and receive actual attorneys' fees incurred. Again, the Earnest Money Deposit shall be nonrefundable except in the event of Seller's refusal to convey the Property.
- 11 Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer may not assign this Agreement or any interest therein without the consent of Seller. Time is of the essence regarding this Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modifications is sought.

IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective this \_\_\_\_day of June, 2015.

Seller: JDBM, LLC

Buyer:

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address/Phone)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Tax ID #)

\_\_\_\_\_  
(Address/Phone #)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address/Phone)

\_\_\_\_\_  
(Printed Name)

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(Tax ID #)

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