

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

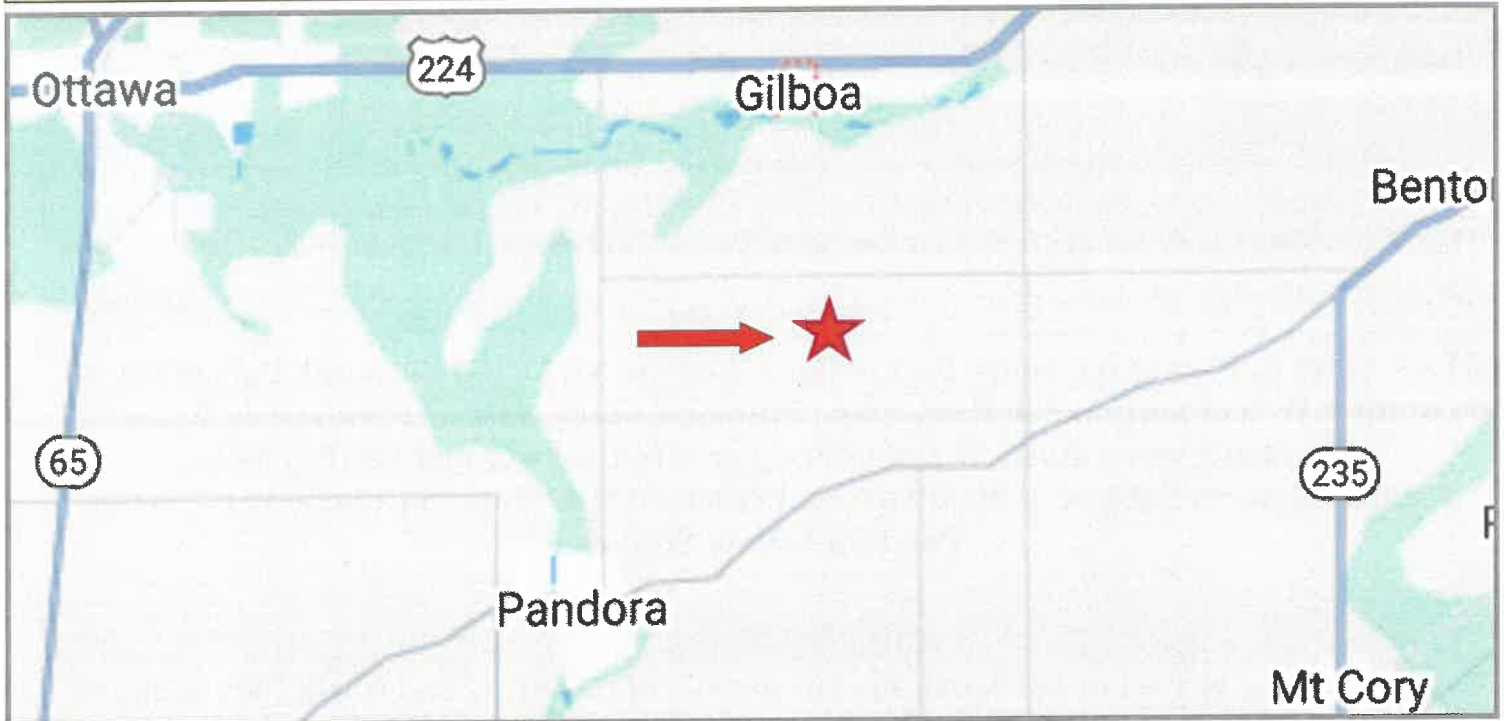
## **PUBLIC AUCTION**

**MONDAY \* NOVEMBER 18<sup>th</sup>, 2024 ~ 7:00 P.M. Sharp!**

**119.216 +/- ACRES HIGHLY PRODUCTIVE FARMLAND**  
Offered in 2 Individual Parcels Plus the Combination

**SECTION 3 of RILEY TWP. in PUTNAM COUNTY, OH**  
"PANDORA-GILBOA School District" "WATCH FOR AUCTION SIGNS"

**AUCTION LOCATION:** For your comfort and convenience this Auction will be held at the  
**COLUMBUS GROVE AMERICAN LEGION HALL**  
@ 412 N. Plum Street, Columbus Grove, OH 45830 ~ "Watch for Auction Today Signs"



**Owners: DEAN & MARY LUGINBILL**  
Scott Basinger, Attorney for Sellers

For **TERMS, MAPS** or **FURTHER INFO** Contact:

**AARON SIEFKER, Broker & Auctioneer**  
419-538-6184 Office 419-235-0789 Mobile

Dan Limber, Cole Limber, Dan Baker; Assisting Auctioneers

Find us on the web @ [www.siefkerauctions.com](http://www.siefkerauctions.com)



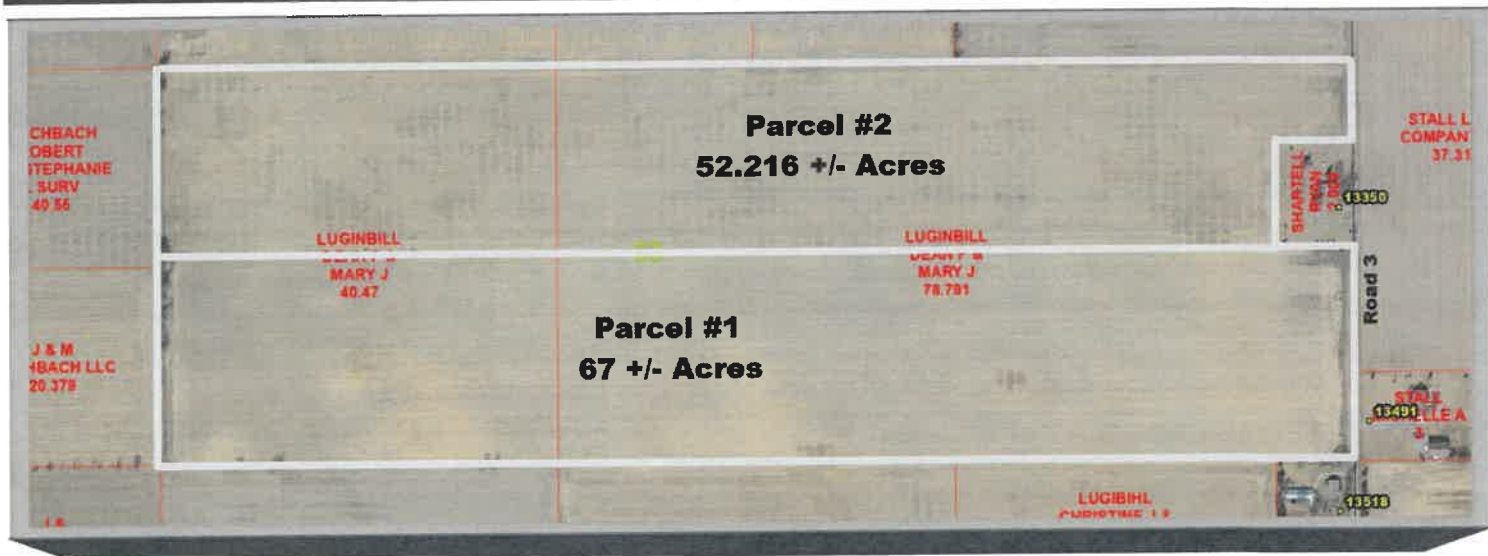
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**SECTION 3 of RILEY TWP in PUTNAM COUNTY, OH**

**Offered in 2 Individual Parcels Plus the Combination**



## **FSA INFO**

**119.1 Farmable Acres**

Corn 63.9 Base Ac. 180 Bu. Yld.

Soybeans 53.9 Base Ac. 53 Bu. Yld.

## **PARCEL #1:**

**67 +/- Acres in Part of the South Part of the S ½ of the NE ¼ and the South Part of the SE ¼ of the NW ¼ of Section 3 in Riley Twp., Putnam County, OH w/ Frontage on Road "3" South of County Road M and offering mostly Lenawee and Del-Rey Soils, Estimated Acres Subject to Final Survey, Estimated R.E. Taxes \$1,134.34 Per ½ Year, Pandora-Gilboa Schools**

## **PARCEL #2:**

**52.216 +/- Acres in Part of the North Part of the S ½ of the NE ¼ and North Part of the SE ¼ of the NW ¼ of Section 3 in Riley Twp., Putnam County, OH w/ Frontage on Road "3" South of County Road M and offering mostly Lenawee and Del-Rey Soils, Estimated Acres Subject to Final Survey, Estimated R.E. Taxes \$888.44 Per ½ Year, Pandora-Gilboa Schools**

## **PARCEL #3:**

**119.216 +/- Acres being the Combination of Parcels 1 & 2 as a Single Unit  
"Collective Bidding Method Used"**

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**Information Believed Correct But Not Warranted**

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**ADDENDUM "A" to the PURCHASE CONTRACTS for DEAN & MARY LUGINBILL 11/18/2024**  
**TERMS & CONDITIONS of the LUGINBILL REAL ESTATE AUCTION**

1. A \$40,000.00 deposit on Parcel #1, \$40,000.00 on Parcel #2, \$80,000.00 on Parcel #3 required as down payment on each parcel upon signing the real estate purchase agreement on day of auction. Balance of the purchase price due on or before December 18, 2024 Not to Exceed December 30, 2024. **THIS OFFER IS NOT CONDITIONED UPON FINANCING. THIS IS A CASH CONTRACT. This offer will remain irrevocable and available to the seller for 5 days after delivery of this offer to the sellers, its counsel, or agent. The Purchase contract cannot be assigned, The EARNEST DEPOSIT IS NON-REFUNDABLE upon acceptance of the contract by the Seller. Unless Closing does not occur due to the fault of the Sellers.**
2. 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 Sellers confirmation.**
3. **SELLER WILL COOPERATE WITH 1031 EXCHANGES if NEEDED "However, the 1031 Exchange shall neither delay the Closing nor cause additional expense or liability to the Seller"**
4. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
5. Buyer will receive a MARKETABLE TITLE by a Warranty Deed. In Putnam County the Buyer is responsible for Title work or Title Insurance if desired. . In the event a MARKETABLE TITLE cannot be delivered, Seller shall have 180 Days to correct any title defect issue.
6. 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, review property lines and surveys if any and inquire of public officials as the applicability of and compliance with land use laws, flood maps, ditch assessments, zoning and any other local, state, or federal laws and regulations. ALL Taxed Agriculturally.
7. 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 deed transfer tax. 2024 Taxes Pro-Rated to Day of Closing, "in accordance to local custom".
8. All proceeds due from Buyer at closing shall be in Cashier's Check or Wire Transfer as required by law.
9. 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.
10. 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.
11. 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.
12. 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. Property being sold AS-IS and is subject to any and all Oil & Gas Leases/ Utility Easement.
13. Buyer has not relied upon any statement or representation, expressed or implied, by SELLERS, their agents or employees, in BUYER'S decision to enter into this agreement and to purchase the premises. The provisions of this paragraph shall survive the closing and shall run with the land.
14. CLOSING: By December 18, 2024 Not to exceed December 30, 2024 when Title Transfers, Closing May Be Extended at Option of Seller.
15. POSSESSION: Upon Closing.
16. Farm Service Agency and Soil & Water rules and regulations apply to any programs affecting this property being sold. If the purchaser makes changes to any FSA or Soil & Water programs or fails to sign up that result in any non-payment, payback or recoument,
17. 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.
18. All bidders at this auction agree they have read and fully understand these terms and conditions and agree to be bound thereby. Any Buyer by placing a bid at the Auction hereby agree to these terms & conditions.
19. ANY ANNOUNCEMENTS DAY OF AUCTION TAKE PRECEDENCE OVER PRINTED MATERIAL.
20. 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.
21. The Contract (and Addenda "A" and "B") contain the entire agreement between the parties and there are no agreements, representations or warranties, oral or written, which are not set forth herein. The Contract may not be amended or modified except by a writing signed by both parties. Time is of the essence.

BUYER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



SIEFKER REAL ESTATE & AUCTION COMPANY LTD.  
12062 Rd. M-10 \* Ottawa, OH \* 45875  
On the web @ [www.siefkerauctions.com](http://www.siefkerauctions.com)

### Upcoming Auction for November 2024

Sun	Mon	Tue	Wed	Thu	Frid	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

Check out our November Auctions  
View @ [www.siefkerauctions.com](http://www.siefkerauctions.com)

## Real Estate @ PUBLIC AUCTION

**119.216 +/- TOTAL ACRES FARMLAND**  
Section 3 of Riley Twp. in Putnam County, OH

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**7:00 P.M. Sharp!**

View on the web  
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AARON SIEFKER  
Ohio Real Estate Broker  
Find us on the web @ [www.siefkerauctions.com](http://www.siefkerauctions.com)  
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Real Estate & Auctioneer Associations