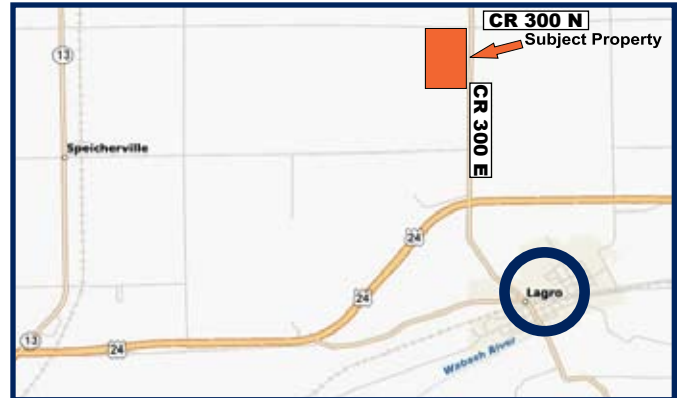
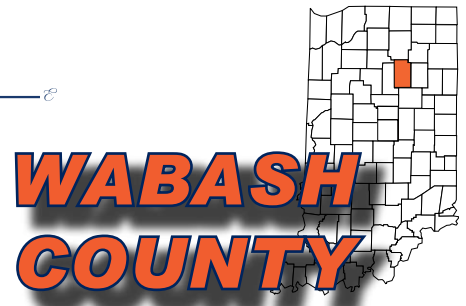
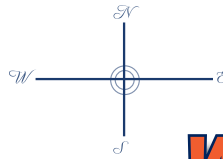
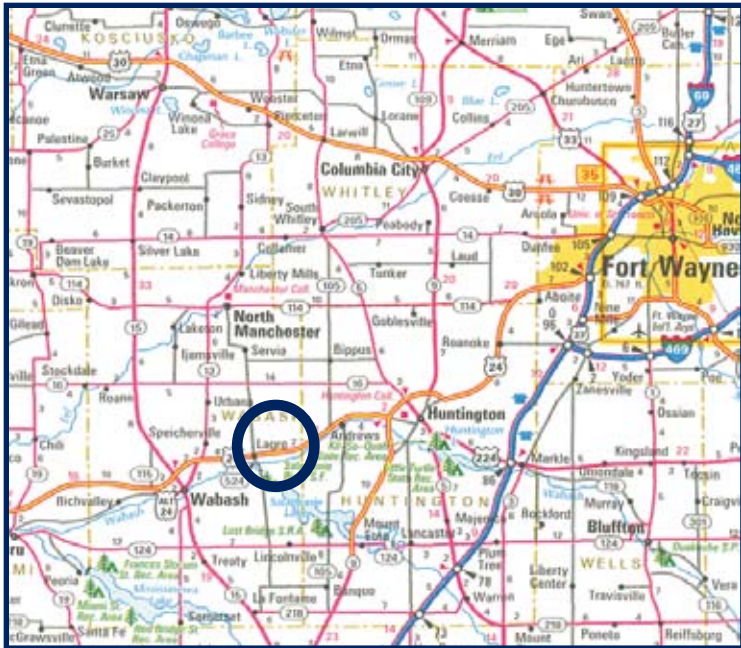
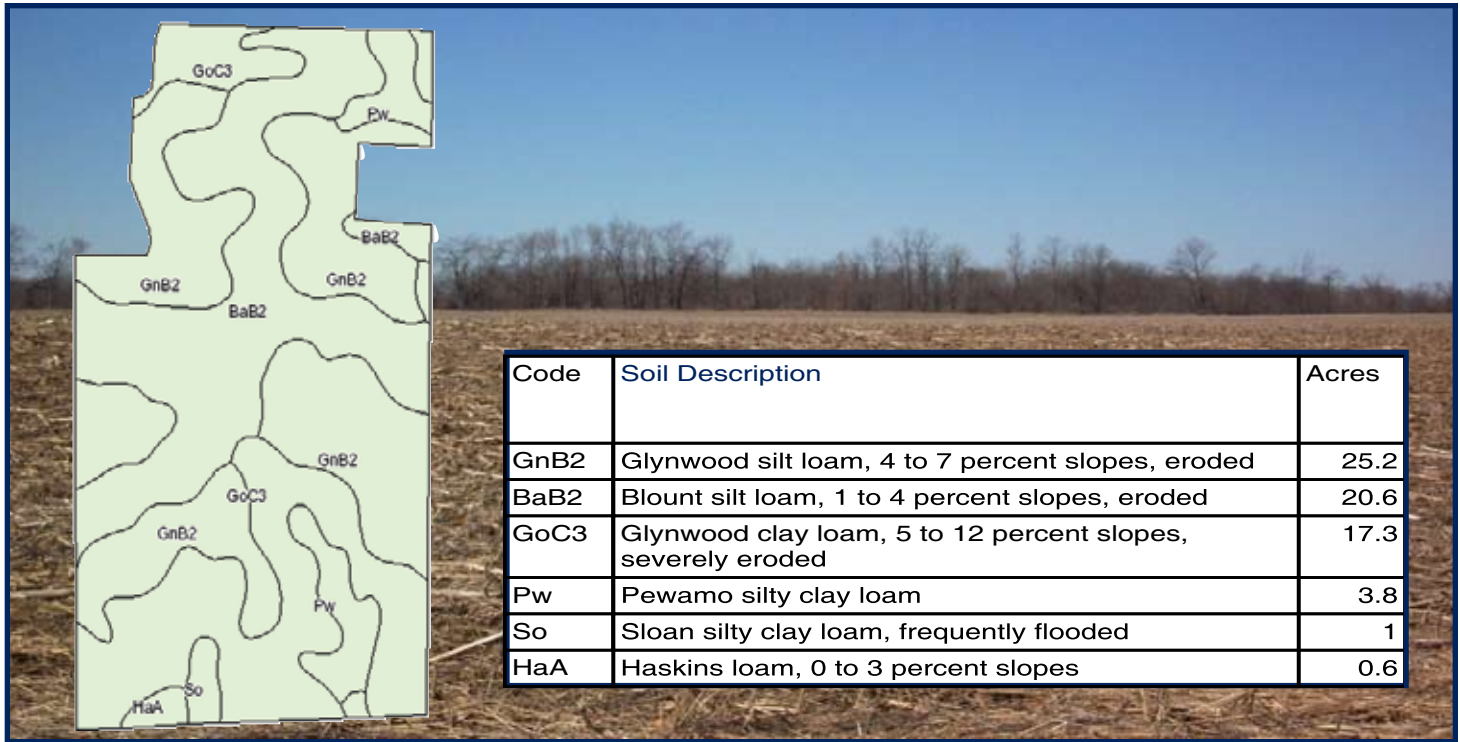


State Map



Soils Map



Term & Conditions

- Method of Sale:** Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on June 17, 2009, at the Wabash County REMC Building, Wabash, IN. Property will be offered as one total unit, in tracts or in combination. Each bid shall constitute an offer to purchase, and the final bid, if accepted by the Seller shall constitute a binding contract between the Buyer(s) and the Seller. The auctioneer will settle any disputes as to bids and his decision will be final. To place a confidential phone, mail or wire bid, please contact Jon Rosen at 260.740.1846 or Bill Earle at 260.982.8351 at least two days prior to the sale.
- Acres:** The acreage listed in this brochure is an estimate taken from the county assessor's records, FSA records and/or aerial photographs.
- Survey:** No new survey will be provided unless one is required for marketable title. If the property sells in tracts or without adequate legal descriptions the cost of the survey will be shared 50-50.
- Possession:** Possession of the farmland (Tract 1) will be at the completion of the 2009 harvest subject to Ponderosa Farms (tenant's) rights. Possession of the home (Tract 2) at closing.
- Farm Income:** At closing Buyer(s) of Tract 1 will be given credit in the amount of \$4,795.00.
- Mineral Rights:** All mineral rights owned by the Seller will be conveyed to the Buyer(s).
- Real Estate Taxes:** Real estate taxes for 2007 due and payable in 2008 were \$642.68. The Seller will pay the first half of the 2008 taxes payable in 2009. Buyer(s) will pay the second half of the 2008 taxes payable in 2009 and all real estate taxes thereafter.
- Property Inspection:** All potential Bidders are responsible for conducting, at their own risk, their own independent inspections, investigations, inquires and due diligence concerning the property. Further, Sellers disclaim any and all responsibility for Bidders' safety during any physical inspections of the property. No party shall be deemed to be an invitee of the Seller or HRES by virtue of the offering of the property for sale.
- Agency:** Halderman Real Estate Services and Metzger Auction Company and their representatives are exclusive agents of the Seller.
- Down Payment:** 10% of the accepted bid on the day of the auction with the balance due at closing. The down payment must be in the form of personal check, cashier's check, cash or corporate check. **YOUR BIDDING IS NOT CONTINGENT UPON FINANCING. BE SURE YOU HAVE FINANCING ARRANGED, IF NECESSARY, AND ARE CAPABLE OF PAYING CASH AT CLOSING.**
- Approval of Bids:** The Seller reserves the right to accept or reject any and all bids. All successful bidders must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding.
- Deed:** The Seller will provide a Warranty Deed at closing.
- Evidence of Title:** The Seller will provide an Owner's Title Insurance Policy to the Buyer(s). The Buyer(s) are responsible for a Lender's Policy, if needed. If the title is not marketable, then the purchase agreement is null and void prior to closing, and the Broker will return the Buyer's earnest money.
- Easements:** The sale of this property is subject to any and all easements of record.
- Closing:** The closing shall be on or about July 27, 2009. The Seller has the choice to extend this date if necessary.
- Disclaimer:** All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the purchase agreement. This information is subject to verification by all parties relying upon it. No liability for its accuracy, errors or omissions is assumed by the Seller or HRES. All sketches and dimensions in this brochure are approximate. **ANNOUNCEMENTS MADE BY HRES AND/OR THEIR AUCTIONEER AT THE AUCTION DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.** The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Sellers or HRES. Except for any express warranties set forth in the sale documents, Buyer(s) accept the property "AS IS," and Buyer(s) assume all risks thereof and acknowledge that in consideration of the other provisions contained in the sale documents, Seller and HRES make no warranty or representation, express or implied or arising by operation of law, including any warranty or merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall the Sellers or HRES be liable for any consequential damages. Conduction of the auction and increments of bidding are at the direction and discretion of HRES and/or the auctioneer. The Sellers and HRES reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of HRES and/or the auctioneer are final.

