



Tract 2 Grain System



Tract 2 Pole Barn

PROPERTY INFORMATION

LOCATION

South of US Highway 6 and west of US Highway 35; Tract 1 is on the south side of US 6 and the east side of CR 50 W, Tract 2 is located south of 700 S at CR 50 W; Washington Township of LaPorte County, IN.

LAND

402 total acres, 380.8 total tillable acres

Tract 1: 70 acres (65 acres tillable); frontage on US 6 & CR 50 W
Improvements: 3 tower T&L center pivot; 8" inch irrigation well, John Deere engine

Tract 2: 332 acres (315.8 acres tillable)
Improvements: 6 tower Valley center pivot; 12" irrigation well, John Deere engine
Grain system - KanSun grain dryer (LP gas), grain bins (five bins with fans; total 68,000 bu. capacity), one wet holding bin, one leg from dryer
Pole Barn - 64'x100' including 24'x44' shop area with concrete floor
Grain Bins and Pole Barn possession May 1, 2010

TOPOGRAPHY

Level

SCHOOLS

LaPorte Community Schools

MORE INFORMATION

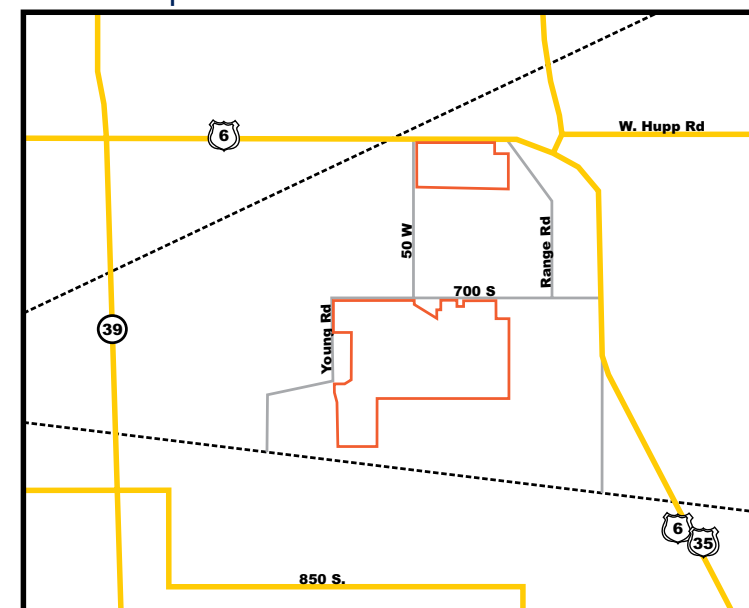
For questions regarding this auction, please contact:
Larry Smith 219.362.4041 or larrys@halderman.com



Tract 1 Irrigation Pump

PROPERTY MAPS

Area Map



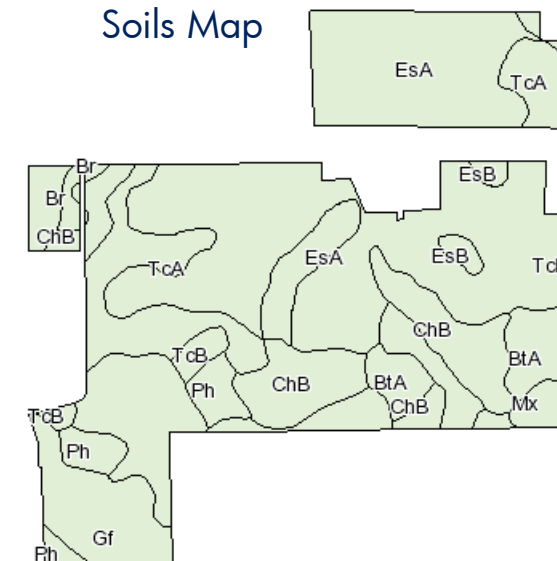
Auctioneer: Mark Metzger
IN Auct. Lic. #AU01015313



State Map



Soils Map



Code	Soil Description	Acres	Percent of field
EsA	Elston loam, 0 to 2 percent slopes	165.7	43.5%
ChB	Chelsea fine sand, 2 to 6 percent slopes	43.5	11.4%
TcA	Tracy sandy loam, 0 to 2 percent slopes	40.9	10.7%
Gf	Gilford fine sandy loam	37	9.7%
Br	Bourbon sandy loam	28.6	7.5%
BtA	Brens fine sand, 0 to 3 percent slopes	17	4.5%
EsB	Elston loam, 2 to 6 percent slopes	14.8	3.9%
Ph	Pinhook loam	12.7	3.3%
HaA	Hanna sandy loam, 0 to 3 percent slopes	8.6	2.2%
TcB	Tracy sandy loam, 2 to 6 percent slopes	7.2	1.9%
Mx	Morocco loamy fine sand	4.8	1.3%

Auction Terms and Conditions

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES) IN Auct. Lic. #AC69200019, will offer this property at public auction on Dec. 3, 2009, at the American Legion, Union Mills, Indiana. The property will be offered as two separate tracts or as whole farm or one unit. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Sellers, shall constitute a binding contract between the Buyer(s) and the Sellers. 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 Larry Smith at 219.362.4041, at least two days prior to the sale.

SURVEY: The Sellers reserve the right to determine the need for and type of survey provided. If an existing legal description is adequate for title insurance for a tract or tracts, no new survey will be completed. If the existing legal description is not sufficient to obtain title insurance or if this property sells in multiple tracts requiring new legal descriptions, a survey will be completed. The cost of a new survey will be split equally between Buyer(s) and Sellers. The Sellers will choose the type of survey to be completed and warrants that it will be sufficient to provide an owner's title insurance policy for the tract(s). If a survey is completed, the purchase price for the surveyed tract(s) will be adjusted, up or down, to the exact surveyed acres. The price per acre will be the auction bid price for the tract, divided by the tract

acreage estimated in the auction brochure. Combination purchases will receive a perimeter survey only.
DOWN PAYMENT: 10% of the accepted bid down 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 Sellers reserve 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 Sellers will provide a General Warranty Deed

at closing.
EVIDENCE OF TITLE: Seller Warrants them. The Buyer is responsible for a Lender's Policy, if needed. If the title is not marketable, then the purchase agreement(s) are null and void prior to the 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 January 18, 2010. The Sellers have the choice to extend this date if necessary.
POSSESSION: Possession of grain bins and pole barn will be May 1, 2010. Possession of the farmland will be at closing.

MINERAL RIGHTS: Any mineral rights owned by the Sellers will be conveyed to the Buyer(s).
REAL ESTATE TAXES: Annual real estate taxes for 2008 due and payable in 2009 for Tract 1 (70 acres) were \$858.92. Real estate taxes for Tract 2 (332 acres) were \$5,170.16, including a \$42 solid waste assessment. The Sellers will be responsible for the 2009 real estate taxes payable in 2010. The Buyer(s) will pay the 2010 due in 2011 real estate taxes and thereafter, along with any and all assessments.
PROPERTY INSPECTION: All potential Bidders are responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries 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 of 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.
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 Sellers 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 MATERIALS 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, each Buyer accepts the property "AS IS," and each Buyer assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Sellers and HRES make no warranty or representation, express or implied or arising by operation

of law, including any warranty for 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. Conduct 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.