

Productive Farmland & Recreational Property

AUCTION

December 7, 2010 • 6:30 PM

Knights of Columbus

595 S Huntington St • Wabash, IN 46992

Lagro Township, Wabash County, IN

43.96^{+/-} Total Acres • 2 Tracts
36^{+/-} Tillable • 7.96^{+/-} Wooded

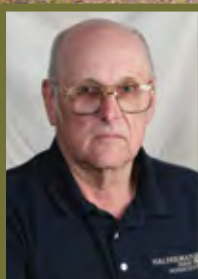


Jon Rosen

N. Manchester

260.740.1846

jonr@halderman.com



Bill Earle

N. Manchester

260.982.8351

bille@halderman.com

Owner: Breck Harmon



HALDERMAN
REAL ESTATE
SERVICES

HLS# JRR-10470

800.424.2324 | www.halderman.com

PROPERTY INFORMATION

LOCATION: Approximately 3.25 miles southeast of Wabash; west of CR 300 E, on both sides of Dora Rd.

ZONING: Agricultural

TOPOGRAPHY: Gently Rolling

SCHOOL DISTRICT: MSD of Wabash County

ANNUAL TAXES: \$660.00 (estimated)



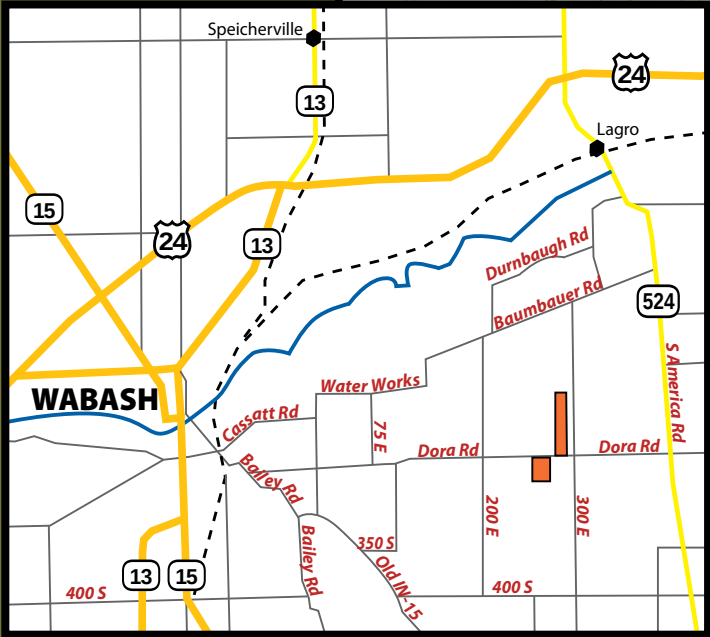
TRACT INFORMATION

TRACT 1: 18.28 Total Acres
16+/- Tillable • 2+/- Wooded

TRACT 2: 25.68 Total Acres
20+/- Tillable • 6+/- Wooded



Online Bidding is Available
at www.halderman.com



TERMS & CONDITIONS

AUCTIONEER: MARK METZGER, IN Auct. Lic. #AU01015313

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on December 7, 2010. At 6:30 PM, 43.96 acres will be offered at the Knights of Columbus, in Wabash, IN. This property will be offered as one total unit and in separate tracts. 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.

ACREAGE: The acreages listed in this brochure are estimates taken from new surveys.

SURVEY: The Seller has already had surveys completed on both tracts. No further surveys will be needed. The Seller warrants that the surveys are sufficient to provide an owner's title insurance policy for the tracts.

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 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 General Warranty Deed at closing.

EVIDENCE OF TITLE: The Seller will provide an Owner's Title Insurance Policy to the Buyer(s). Each 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 December 28, 2010. The Seller has the choice to extend this date if necessary.

POSSESSION: Possession of land will be at closing.

FARM INCOME: Seller to receive all of the 2010 farm income.

MINERAL RIGHTS: All mineral rights owned by the Seller will be conveyed to the Buyer(s).

REAL ESTATE TAXES: Real estate taxes for these parcels estimated to be \$660.00. Buyer(s) to pay the 2011 taxes due and payable in 2012 and all taxes thereafter, along with any and all assessments.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigation, inquiries and due diligence concerning the property. Further, Seller disclaims any and all responsibility for bidder's safety during any physical inspections of the property. No party shall be deemed to be invited to the property by HRES or the Seller.

AGENCY: Halderman Real Estate Services, Mark Metzger Auctioneer and their representatives, are exclusive agents of the Sellers.

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 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 Seller or HRES. Each prospective bidder is responsible for conducting his/her independent inspections, investigations, inquiries and due diligence concerning the property. Except for any express warranties set forth in the sale documents, Buyer(s) accepts the property "AS IS," and Buyer(s) assumes all risks thereof and acknowledges 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 for merchantability or fitness for a particular purpose of the property, or any part thereof, and in no event shall the Seller 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 Seller 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.