

AUCTION

Thursday, November 4, 6:30 PM

**Denver Community Building
196 South Emmons, Denver, IN 46926**

FARMLAND

MIAMI COUNTY ~ RICHLAND TOWNSHIP

LOCATION: 12 Miles northeast of Peru, Indiana on 700 N.

LAND: 58.294 Total acres, 56.394 tillable, 1.9 CRP, expires 9/30/2013.

SOILS: Morley silt loam, Blount silt loam, Morley Silty Clay Loam. See Soils Map on Reverse Side.

FSA DATA:

- 47.4 Acres of Corn Base;
Direct & Counter Cyclical Yield 113 bu/Ac.
- 3.3 Acres of Soybean Base;
Direct & Counter Cyclical Yield 33 bu/Ac.
- 9.6 Acres of Soybean Base;
Direct & Counter Cyclical Yield 51 bu/Ac.

TAXES: \$868.00

SCHOOLS: North Miami



"Specialists in Farm Real Estate & Farm Management Since 1930"

For More Information Contact:



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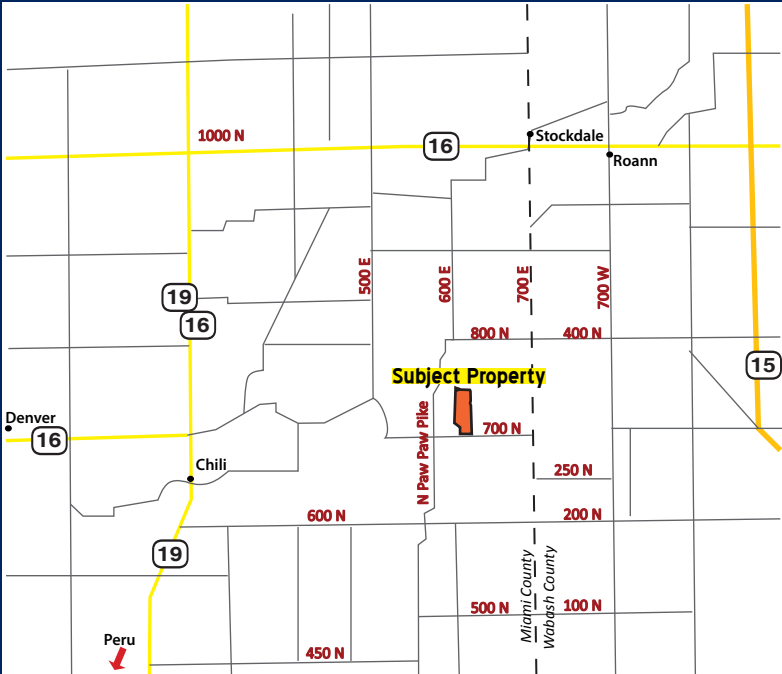
HLS# LWJ-10427

Owners: Vern E and Anita C Nation

Auctioneer: Mark Metzger, Indiana Auc. Lic. #AU0105313

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Property Location



Auctioneer: Mark Metzger,
IN Auct. Lic. #AU01015313

Soils Information

Code	Soil Description	Acres	Corn	Soybeans	Winter wheat
	Fsa borders provided by the Farm Service Agency as of May 23, 2008. Soils data provided by USDA and NRCS.				
MsB	Morley silt loam, 2 to 6 percent slopes	25.8	95	33	43
Bc	Blount silt loam, 0 to 2 percent slopes	20.8	105	37	47
MtC3	Morley silty clay loam, 6 to 12 percent slopes, severely eroded	9.1	70	25	32
FsB	Fox silt loam, 2 to 6 percent slopes	2.1	90	32	41
HeG	Hennepin silt loam, 25 to 50 percent slopes	0.9			
MsC	Morley silt loam, 6 to 12 percent slopes	0.4	85	30	38



Term & Conditions

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on November 4, 2010. At 6:30 PM, 58+/- acres will be offered at the Denver Community Building, Denver, Indiana. This property will be offered as one total unit. 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 Larry Jordan 765-473-5849 or A.J. Jordan 317.697.3086 at least two days prior to the sale.

ACREAGE: The acreages listed in this brochure are estimates taken from the county assessor's records, FSA records and/or aerial photos.

SURVEY: The Seller will provide a current survey.

DOWN PAYMENT: 10% 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. The successful bidder 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. The Buyer is responsible for a Lender's Policy, if needed. If the title is not marketable, then the purchase agreement is null and void prior to the closing, and the Broker will return the Buyer's earnest money.

CRP PAYMENTS: The CRP payments will be prorated to the day of deed recording, using the fiscal year of October 1 to September 30. The Buyer(s) will receive all responsibility for the maintenance of the CRP land in the future. If the Buyer(s) remove any acres from the CRP contract they are solely responsible for repayment of all received payments, interest and penalties. CRP #670 ending 9/13/2010 at a rental rate of \$202.00.

EASEMENTS: The sale of this property is subject to any and all easements of record.

CLOSING: The closing shall be on or about December 8, 2010. The Seller has the choice to extend this date if necessary.

POSSESSION: At closing subject to present Tenant's right to the 2010 harvest.

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

REAL ESTATE TAXES: Real estate taxes for 2009 due and payable in 2010 were \$868.00. The Sellers will pay the 2010 real estate taxes due and payable in 2011. The Buyer will be responsible for the 2011 taxes, due 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, inquires 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 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 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 accepts the property "AS IS," and Buyer 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. Conduct 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.