

AUCTION

July 28, 2010 | 6:30 PM

Benton County Country Club | 602 E. 4th St. | Fowler, IN 47944

Union Township • Benton County, IN

PRODUCTIVE CROPLAND



Tract 2:
Income generating
wind turbine lease



LOCATION: 6 miles north
and 4 miles east of Fowler,
Indiana, on CR 600N.

100 Total Acres
• 98.8 Tillable

2

Tract 1: 1.2 Acres

Tract 2: 98.8 Acres

**Tract 1: Potential building site
with established well**



**For Information
Contact:**

A.J. Jordan
317-697-3086
ajj@halderman.com

Dean Retherford
765-296-8475
deanr@halderman.com

Larry Jordan
765-473-5849
larryj@halderman.com

Owner: Nellie E. Bomersback Estate

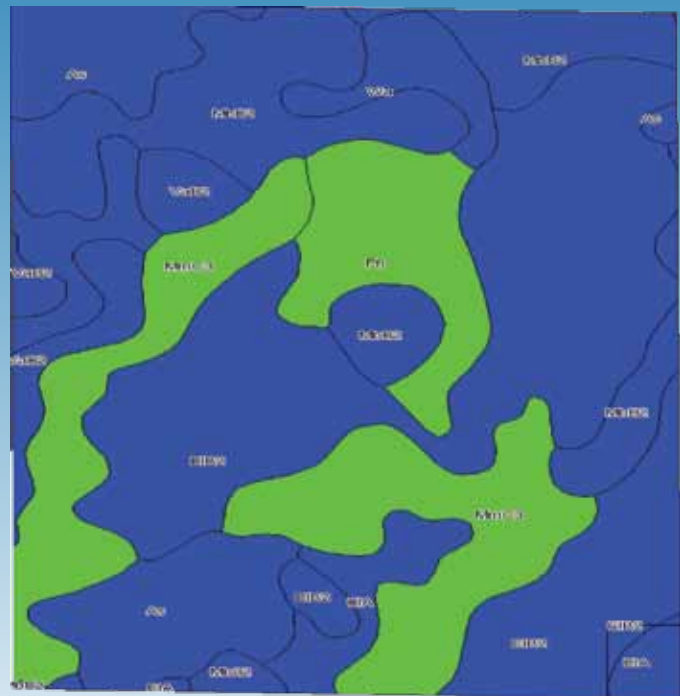
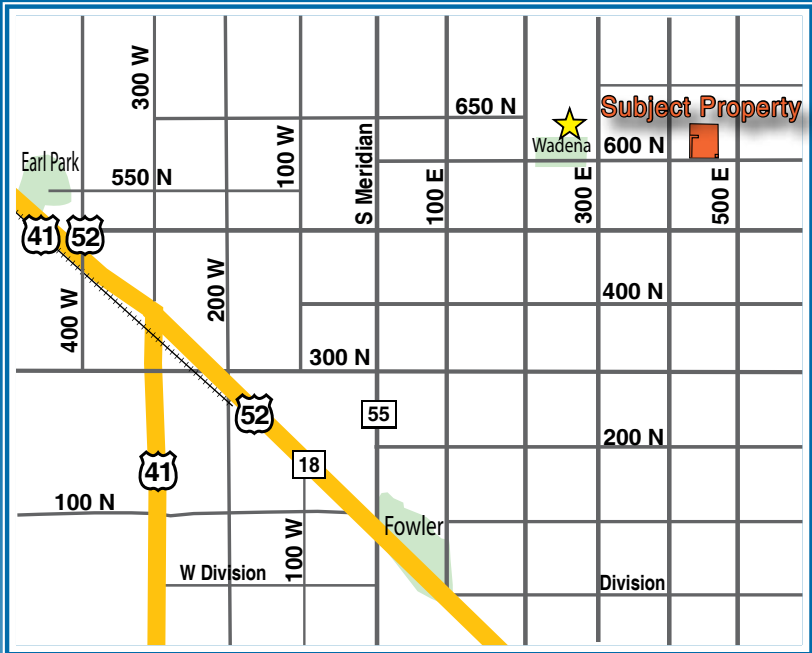
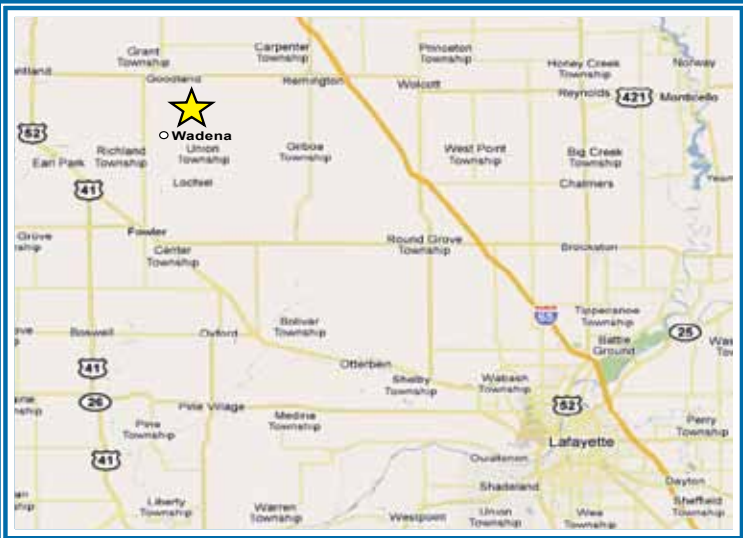
HALDERMAN
REAL ESTATE
SERVICES

HLS# AJJ-10358

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AREA MAPS



WIND TURBINE: 2.1 Megawatt

***See Terms and Conditions Below**

TOPOGRAPHY: Rolling

SCHOOLS: Benton Central

TAXES: \$1,439.24 Annually

SOILS INFORMATION

Code	Soil Description
EIB2	Elliott silt loam, 2 to 4 percent slopes, eroded
MmC3	Miami clay loam, 6 to 12 percent slopes, severely eroded
MbB2	Markham silt loam, 2 to 6 percent slopes, eroded
As	Ashkum silty clay loam
Pn	Peotone silty clay loam, undrained
VaB2	Varna silt loam, 1 to 5 percent slopes, eroded
EIA	Elliott silt loam, 0 to 2 percent slopes
Wa	Walkill variant silty clay loam

For More Information Contact:

Dean Retherford 765-296-8475

A.J. or Larry Jordan 765-473-5849

TERMS & CONDITIONS

- Method of Sale:** Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer this property at public auction on July 28, 2010, at the Benton County Country Club, Fowler, Indiana. 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, A.J. Jordan 317-697-3086, Dean Retherford 765-296-8475, or Larry Jordan 765.473.5849 at least two days prior to the sale.
- Acreage:** 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 at closing subject to present tenant's rights and completion of the 2010 crop harvest.
- Farm Income:** The Buyer(s) will receive a credit at closing for the second half of the 2010 farm income.
- Easements:** The sale of this property is subject to any and all easements of record.
- Wind Turbine:** *Property carries a Wind Energy Easement lease agreement with enXco. Buyer of Tract 2 will receive 2011 and thereafter payments. Minimum payment is \$7,350/year with a minimum compounding rate of 2.5% annually. For a complete copy of the wind turbine land lease please contact please contact, A.J. Jordan 317-697-3086, Dean Retherford 765-296-8475, or Larry Jordan 765.473.5849
- Mineral Rights:** All mineral rights owned by the Seller will be conveyed to the Buyer(s).
- Real Estate Taxes:** Real estate taxes for 2008 due and payable in 2009 were \$1,439.24. The Seller will pay the 2009 taxes payable in 2010 and give Buyer(s) credit at closing for the first half of the 2010 due 2011 taxes. Buyer(s) will be responsible for 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, Seller disclaims 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, Mark Metzger, Auctioneer 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. The successful bidder(s) must enter into a purchase agreement the day of the auction, immediately following the conclusion of the bidding.
- Deed:** The Seller will provide a Personal Representative's 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.
- Closing:** The closings shall be on or about September 14, 2010. 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 Seller or HRES. Except for any express warranties set forth in the sale documents, Buyer(s) accept 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, Seller and HRES make no warranty or representation, express or implied or arising by operation of law. These include any warranty or 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.

Auctioneer: Mark Metzger
IN Auct. Lic. #AU01015313

