

PO Box 297 • Wabash, IN 46992

"Farm & Transitional Real Estate Specialists Since 1930"

800.424.2324 www.halderman.com

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MADISON CO.

SIDVIII &

Jim Clark • 765-659-4841 • Jimc@halderman.com

Cicero Community Building June 8, 2010 • 6:30 PM

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Conditions.

SIDVIII 7

218+1- LILLABLE o 3 COUNTIES

EXCELLENT FARMLAND

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SIDV CORE

SIDVIII 1





AUCTION



322° TOTAL ACRES • 9 TRACTS 319th TILLABLE • 3 COUNTIES

4 TRACTS

CO ACRES

EXCELLENT FARMLAND

2 TRACTS 112 4/ACRES CLINTON CO.

PERRY TOWNSHIP

miles east of Colfax.

TOPOGRAPHY: Level

LOCATION: These tracts are on CR

500 W just north of CR 600 S; 3

TAXES: \$2,798.74 Annually;

*See the Wind Energy Easement

for Clinton County in the Terms &

Ditch Assessment: \$214.50

ADAMS TOWNSHIP

HAMILTON CO.

LOCATION: These tracts are on Dunbar Rd; 5 miles northeast of Sheridan.

TAXES: \$1,670.38 Annually; Ditch Assessment: \$279.18 **TOPOGRAPHY: Level**

3 TRACTS 122 4/h

MADISON CO.

STONY CREEK TOWNSHIP

LOCATION: These tracts are on CR 10 N and CR 900 W; 2 miles north of Lapel.

TAXES: \$4,327.50 Annually; Ditch Assessment: \$136.99 *Extra Ditch Assessment Balance

for 2011-2014 is \$225.35 plus

10% interest.

TOPOGRAPHY: Level

June 8, 2010 • 6:30 PM

Cicero Community Building (Red Bridge) 697 West Jackson Street | Cicero, IN 46034

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CLINTON CO.

56 Total Acres: 55.2 Tillable

56 Total Acres: 55.5 Tillable





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Fsa borders provided by the Farm Service Agency as of May 23, 2008. Soils data provided by USDA and NRCS.

Miami-Crosby silt loams, 2 to 6 percent slopes

Fincastle-Crosby silt loams, 0 to 3 percent slope

MADISON CO.

32

CR 200 S

POSSESSION: Possession will be at closing.

Lapel

13

Fincastle silt loam, 0 to 2 percent slopes

Russell silt loam, 2 to 6 percent slopes

Kenia silt loam, 2 to 6 percent slopes

Soil Description

Ragsdale silt loam

Ма

MtB

RuB

FdA

Mahalasville silty clay loam

Patton silty clay loam

Reesville silt loam

Milford silty clay loam

32

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HAMILTON CO.



Code	Soil Description	Acres	Corn	Soybeans	
	Fsa borders provided by the Farm Service Agency as of May 23, 2008. Soils data provided by USDA and NRCS.				
CrA	Crosby silt loam, 0 to 3 percent slopes	42.2	105	37	
3r	Brookston silty clay loam	34.7	145	51	
n	Patton silty clay loam	9.3	155	54	
/lmB2	Miami silt loam, 2 to 6 percent slopes, eroded	3.1	105	37	
Weighted Average		125.8	44.2		

MADISON CO.

40.22 Total Acres: 39.8 Tillable

40 Total Acres: 39.5 Tillable

41.72 Total Acres: 41.3 Tillable



TRACT 3

48.56 Total Acres: 48.4 Tillable

20 Total Acres: 19.8 Tillable

10 Total Acres: 9.9 Tillable

10 Total Acres: 9.9 Tillable

Acres Corn Soybeans

130

155

155

120

120

125

135

135

143.3

44

47

42.4

23.7

17

7.6

4.8

3.3

2.4

2.2

0.3

Weighted Average

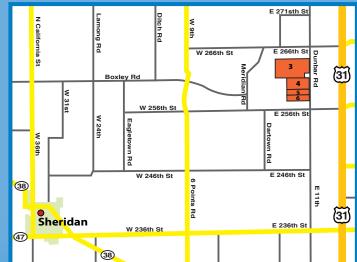
Potential Building Site

Potential Building Site

Code	Soil Description	Acres	Corn	Soybeans
	Fsa borders provided by the Farm Service Agency as of May 23, 2008. Soils data provided by USDA and NRCS.			
Bs	Brookston silty clay loam	78.4	145	51
CrA	Crosby silt loam, 0 to 2 percent slopes	41.4	105	37
CnA	Celina silt loam, 0 to 2 percent slopes	0.8	90	32
Weighted Average			130.8	46

HAMILTON CO.





TIERMS & CONDITIONS

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

METHOD OF SALE: Halderman Real Estate Services, Inc. (HRES, IN Auct. Lic. #AC69200019) will offer these properties at public auction on June 8, 2010. At 6:30 PM, 322 acres will be offered at the Cicero Community Building, Cicero, IN. This 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 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 Jim Clark 765.659.4841 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 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 which will be shared 50/50 by the Sellers and the Buyer(s). 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 prices 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 Trustee's Deed and a Personal Representative's Deed at closing.

EVIDENCE OF TITLE: The Sellers will provide an Owner's Title Insurance Policy to the Buyer(s). 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.

WIND ENERGY EASEMENT: Tracts 1 and 2 carry a Wind Energy Easement agreement currently in the development phase. Buyer(s) to receive 2011 and thereafter payments, while in development phase \$10 per acre/year. Minimum payment per turbine is \$8,500/year with a minimum compounding rate of 2% annually. CLOSING: The closing shall be on or about July 21, 2010. The Sellers have the choice to extend this date if necessary.

CASH RENT: Buyer(s) to receive November 1st cash rent installment, which is 1/2 of the following rents: \$190/acre on Tracts 1 and 2, \$205/acre on Tracts 3 thru 9. MINERAL RIGHTS: All mineral rights owned by the Sellers will be conveyed to the Buyer(s).

REAL ESTATE TAXES: Real estate taxes for 2008 due and payable in 2009 were \$8,796.62. The Sellers will pay the 2009 real estate taxes due and payable in 2010 and the 2010 ditch assessments payable in 2010. The 2009 ditch assessments were \$630.67. The Buyer(s) will pay the 2010 taxes, due in 2011 and all taxes thereafter, along with any

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, Sellers disclaim 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 Sellers.

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 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(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, 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. 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.