TERMS & CONDITIONS

PROCEDURE: The property will be offered in 3 individual tracts, any combination of tracts and as a total 36± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

DOWN PAYMENT: \$5,000 down payment on Tract 1. 10% down payment on the other 2 Tracts or \$5,000 on any combination, including Tract 1. Cash or cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

APPROVAL OF BID PRICES: At the close of the auction, Buyer(s) will be required to execute an Agreement to Purchase Real Estate & Addendum. Seller reserves the right to reject any & all bids. The terms of this agreement & addendum are non-negotiable.

DEED: Seller shall provide a Warranty deed & Owner's Title Insurance Policy.

EVIDENCE OF TITLE: Seller shall provide title insurance in the amount of the purchase price. **CLOSING:** The targeted closing date will be approximately 30 days after the auction.

POSSESSION: Possession at closing on all tracts. The buyer will have 2023 farming rights. Immediate possession on the tillable tracts with an additional 10% down or a total of 20%.

REAL ESTATE TAXES: The Real Estate Taxes shall be pro-rated to the date of closing.

DITCH ASSESSMENTS: Buyer shall pay all ditch assessments due after closing.

ACREAGE: All acreage is approximate & has been estimated based on current legal descriptions and/ or aerial photos.

SURVEY: A new survey is in the process of being completed. The buyer and seller will share 50/50 in the cost of the new survey.

EASEMENTS: All real estaté is being sold subject to any existing recorded easements. Existing recorded leases, if any will be assigned to the

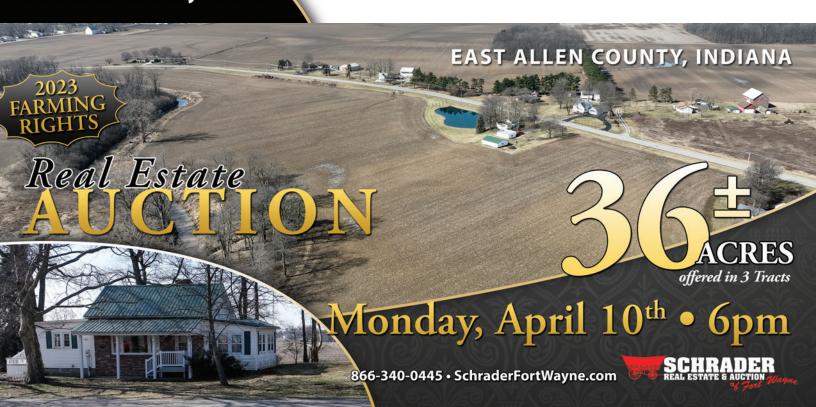
Buyer.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials is subject to the Terms & Conditions outlined in the Purchase Agreement. Your bids are to be based solely upon your inspection.
All real estate is sold "as is" without physical warranty. Seller & agent are not assuming any responsibility for warranty of any specific zoning classifications, location of utilities, assurance of building permits, driveway permits or water & septic permits. Tract acreage has been estimated based on aerial photographs. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquires, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is

assumed by the Seller or the Auction Company. All sketches & dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents, purchaser(s) assumes all risks thereof & acknowledges that in consideration of the other provisions contained in the sale documents, Seller & the Auction Company make no warranty or representation, express or implied or arising by operation of law, including an warranty of merchantability or fitness for a particular purpose of the property, or any part thereof, & in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction & increments of bidding are at the direction & discretion of the auctioneer. The Seller & Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fittness, etc. All decisions of the auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.







TRACT DESCRIPTIONS:

TRACT 1: 3 BEDROOM RANCH HOUSE ON 3± ACRES. Nearly 1400 square feet bungalow single story home featuring 3 bedrooms, updated full bath, full basement and fireplace. There is a detached 3 car garage with overhead doors and a 30' x 40' pole barn. The home has updated mechanicals, central air, and laundry area on the main floor, covered side porch and a new vinyl entrance deck on the rear of the home.

There is a 4 tenths of an acre stocked pond for a great country view. There is a small portion along the edge of the pond that is a part of the flood plain.

TRÂCT 2: 9± ACRES TILLABLÊ GROUND OR POTENTIAL HOME SITE.

This tract has approximately 350' of frontage on State Road 101 and runs nearly 1200' deep to the Flatrock Creek Drain. It is nearly level and drops off towards the east. It would make a beautiful future home site or add it to the home to make a mini farm estate. A portion of this tract along the creek is included in the flood plain.

TRACT 3: 22± ACRES TILLABLE GROUND. This tract is mostly all tillable and follows the contour of the highway as well as the Flatrock Creek Drain. Add this to your current farming operation or buy it with the adjoining tracts to create a wonderful scenic mini estate. A good portion of this tract is included in the flood plain.

East Liberty

PROPERTY LOCATION: 11203 State Road 101, Monroeville, IN 46773. **AUCTION LOCATION:** Monroeville Community Park, 421 Monroe St. Monroeville, IN 46773.





AUCTION MANAGER:

Mike Roy • 260-437-5428

866-340-0445 • SchraderFortWayne.com