TERMS AND CONDITIONS

PROCEDURE: The property will be offered as one parcel. There will be open bidding as directed at the discretion of the auctioneer. DOWN PAYMENT: 10% of the accepted bid as down payment on the day the auction with balance in cash at closing. The down payment may be in the form of cash, cashier's check, personal check or corporate check. 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: The successful bidder will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Sellers acceptance or rejection.

DEED: Seller shall provide a Warranty deed.

EVIDENCE OF TITLE: Seller shall provide title insurance in the amount of the purchase price.

CLOSING: Closing shall take place 30 days after proof of merchantable title.

POSSESSION: At closing.

REAL ESTATE TAXES: Pro-rate to day of closing

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

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

SURVEY: There shall be no new survey.

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

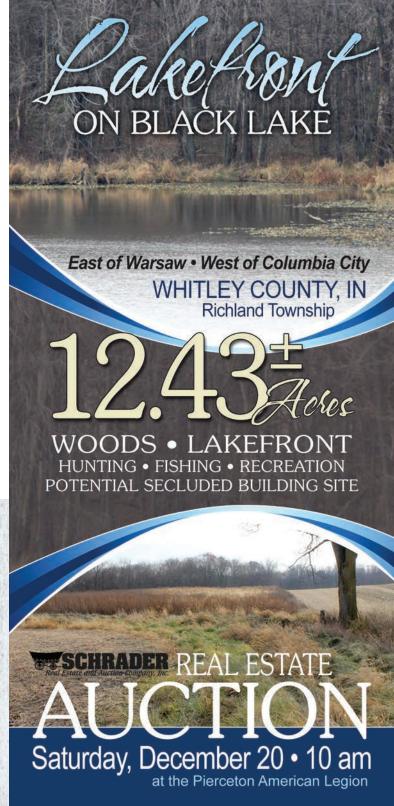
DISCLAIMER AND ABSENCE OF WARRANTIES: All

information contained in this brochure and all related materials is subject to the Terms and Conditions outlined in the Purchase Agreement. Tract acreage has been estimated based on aerial photographs. 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 the Auction Company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquires, and 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 and dimensions in this brochure are approximate. Except for any express warranties set forth in the sale documents. purchaser(s) assumes all risks thereof and acknowledges that in consideration of the other provisions contained in the sale documents, Seller and 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, and in no event shall Seller or the Auction Company be liable for any consequential damages. Conduct of the auction and increments of bidding are at the direction and discretion of the auctioneer. The Seller and Auction Company 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 the auctioneer are final.

ANY ANNOUNCEMENTS MADE BY THE AUCTION COMPANY AT THE AUCTION PODIUM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL, OR ANY OTHER ORAL STATEMENTS MADE.









offers excellent fishing, deer and wildlife habitats. Sattison Ditch crosses through this sportsman's paradise, there is access up to the ditch. Buyer is responsible for the means of crossing the ditch.

FOR A PRIVATE INSPECTION CALL THE SALE MANAGER.

BUY THIS PROPERTY AND YOU WILL NEVER HAVE TO COMPETE TO FIND LAND TO HUNT AGAIN.

OWNER: The Verba Family

SALE MANAGER: Gary Bailey 800-659-9759 or 574-858-2859

1-800-659-9759 te and Auction Company, Inc. GaryBaileyAuctions.com







