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preclude any person from bidding if there is any question as to the person's of the auction and increments of bidding are at the direction and discretion the Auction Company be liable for any consequential damages. Conduct purpose of the property, or any part thereot, and in no event shall Seller or tion of law, including an warranty of merchantability or fitness for a particular make no warranty or representation, express or implied or arising by operaprovisions contained in the sale documents, Seller and the Auction Company assumes all risks thereot and acknowledges that in consideration of the other

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SURVEY: AT THE SELLER'S OPTION, the Seller shall provide a new current legal descriptions and/or aerial photos.

LY PRINTED MATERIAL, OR ANY OTHER ORAL STATEMENTS MADE. TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUS-BY THE AUCTION COMPANY AT THE AUCTION PODIUM DURING THE tions outlined in the Purchase Agreement. ANNOUNCEMENTS MADE in this brochure and all related materials is subject to the Terms and Condi-DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained

deeded restriction.

shall be responsible for the cost of any necessary repairs. This shall be a ditches, the adjoining owner to the south may make repairs and the Buyer

order. In the event the Buyer does not make necessary repairs to tile &of record. Buyer(s) of Tracts 1 & 2 agree to keep tile and ditches in working EASEMENTS: The sale of the property is subject to any and all easements

fions shall receive a perimeter survey only. survey is determined to be necessary by the Seller. Tracts bid in combinaon tracts, there shall be no adjustment on tracts of $\mbox{7}$ acres or less. If a new be adjusted to reflect any difference between advertised and surveyed acres

Seller's option and sufficient for providing title insurance. Closing prices shall between Buyer and Seller. The type of survey performed shall be at the will be determined solely by the Seller, cost of the survey will be split 50/50 are created by the tract divisions in the auction. Any need for a new survey survey where there is no existing legal description or where new boundaries

ACREAGE: All acreage is approximate and has been estimated based on

CLOSING: Closing shall take place 15 days after proof of merchantable title.

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

close of the auction. All final bid prices are subject to the Sellers acceptance

enter into purchase agreements at the auction site immediately following the

APPROVAL OF BID PRICES: All successful bidders will be required to

HAVE ARRANGED FINANCING, IF NEEDED, AND ARE CAPABLE OF

BIDDING IS NOT CONDITIONAL UPON FINANCING, SO BE SURE YOU

the form of cash, cashier's check, personal check or corporate check. YOUR

of the auction with balance in cash at closing. The down payment may be in

DOWN PAYMENT: 10% of the accepted bid as down payment on the day

The property will be bid in the manner resulting in the highest total sale price.

tracts and combinations during the auction as determined by the auctioneer.

bination of these tracts, or as a total unit. There will be open bidding on all

PROCEDURE: Tracts 1-5 will be offered in individual tracts, and in any com-

DITCH ASSESSMENTS: Buyer shall pay all ditch assessments due after REAL ESTATE TAXES: Seller pays 2012 taxes due in 2013. Buyer pays all

the purchase price.

POSSESSION: At closing.

PAYING CASH AT CLOSING.

DEED: Sellers shall provide a Warranty deed.

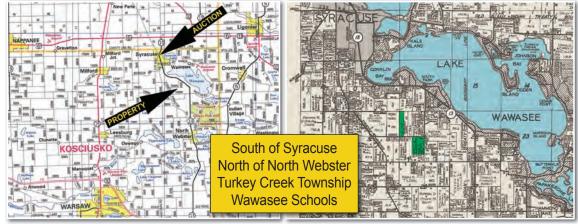
TERMS AND CONDITIONS

AUCTION LOCATION:

Syracuse Community Center – 1013 N. Long Dr., Syracuse, IN. On SR 13 (Huntington St.) ½ mile North of the Railroad Tracks in Syracuse, turn East on Washington St. to Long Dr. to the Community Center.

PROPERTY LOCATION: 3.5 Miles South of Syracuse or 3 miles North of North Webster, (at the Wawasee Middle School) turn West on CR 1000 N, 1 3/4 miles to the Syracuse – Webster Rd. turn

North ½ mile to CR 1050 N then turn East ½ mile, property on North and South sides of road.



PROPERTY INFORMATION:

TRACT #1: 6.5+\- Acres, potential building site, tillable with approximately 3.25 acres of woods with some mature trees and abundant wildlife. 325' +/- of road frontage.

TRACT #2: 39.5+\- Acres, nearly all tillable, productive farm ground with 680' +/- road frontage.

TRACT #3: 6+\- Acres, excellent potential building site, or tillable land, with 300' +/- of road frontage.

TRACT #4: 23.5+/- Acres, Hunters, farmers, excellent recreational farm, and great secluded building site. Approximately 9.5 wooded acres, with the balance tillable.

TRACT #5: 1.5 Acres, potential building site, all tillable with 150'+/- of road frontage.

Parcel Id's - 007-082-001 & 007-083-002 (North, 52+/- Ac.)

OWNERS: Eric Kolberg & Becky Mangan

AUCTION MANAGERS: Gannon Troutner 574-354-7822

Gary Bailey 800-659-9759 or 574-858-2859

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