

CORRECTION - Harvest Crops: The Seller(s) will be retaining the cash rent payments for the 2016 crop season. The buyer(s) will receive the remaining cash rent payments for 2017 & 2018 which are due as follows: 50% of yearly total on March 1, 2017 & 2018 and the remaining 50% of the yearly total on October 1, 2017 & 2018. The cash rent per acre is \$250 or the yearly total cash rent payments are as follows: **Tract #1** - \$6,222.50, **Tract #2** - \$7,560.00, **Tract #3** - \$6,767.50 & **Tract #4** - \$12,305.00.

Possession: Seller(s) will grant possession of Tracts #1 - #4 at the closing and after the transfer of ownership of title. The buyer(s) will be obligated to accept and to abide by the existing/current contract for the lease agreement between the Seller(s) and Tenant(s) at the present time, until it ends on November 1, 2018 or until the 2018 fall harvest has been completed.

Survey: The Seller(s) will have the final decision as to the need of any surveying and to whom the surveyor will be. At the present time there is no need for a survey. If the buyer(s) require a survey for their needs then it will be a 100% expense to the buyer(s). If there becomes a need for a survey to obtain a legal description of any particular tract in order to obtain a Title Insurance Commitment then the survey costs will be split 50/50 between the seller & the buyer(s).

Real Estate Closing and Title Insurance: The Title Insurance Commitment will be available for viewing by contacting Hendrich Title Company, Becky Salter, Lone Tree Road, 1418 N. 1000W, Linton, IN. 47441, 812-847-2776. The real estate closing will take place at the same location. Any questions regarding the closing or title commitment, please contact Becky Salter. The High Bidder shall be obligated to close within 45 days or within 5 days of an insurable title (if, surveying is required it could take longer to close).

Underlying Mineral Rights: If the Seller(s) owns the mineral rights for any of the tracts, then all mineral rights available will be transferred to the Buyer(s) and/or any existing agreements pertaining to any mineral rights will also transfer to the buyer(s). To include not limited to the following mineral rights all coal, fireclay, gas and underlying minerals. The seller(s) will not warrant title to any underlying minerals.

Real Estate Taxes: The real estate taxes for 2015, due 2016 will be paid by the seller. The real estate taxes for 2016 due 2017 will also be the responsibility of the seller(s), since the 2016 cash rent is being retained by the seller(s). The buyer(s) assume responsibility of real estate taxes payable thereafter.

Fertilizer Inputs for 2016 & 2017: The Alsmann Family has fertilizer inputs that were applied in 2014 & 2015. Some of these were for 1 year and some for 2 years, so there has been fertilizer (K & DAP) applied to some of the farms for 2016 and/or 2017.

Property Showing: Any potential buyer can view the properties at any time by foot traffic – ONLY, ATV's will NOT be permitted on the properties. Please be respectful of the adjacent landowner's privacy when viewing the property. A private showing will be available to bidders, if so desired by calling and making arrangements with David H. Shotts, Jr. at (C) 812-243-1303.

Sale Location: The live auction will take place at the following address: 4503 West State Road 54, Bloomfield, IN. 47424, Greene County Community Event Center (Greene County Fairgrounds), ***WATCH FOR SIGNS!!!***

Disclosure: United Country – Auctions, Appraisals & Realty, LLC and their Agents and Seller(s) are making notice to Buyer(s) of the real estate. The Buyer(s) are purchasing and the Seller(s) are selling the real estate “WHERE-IS, AS-IS” with any and all faults.

Disclaimer: Auctioneer(s) and Seller(s) have gathered information and promotional materials from sources deemed reliable but not guaranteed. Purchaser(s) acknowledges inspection of the property or has had the opportunity to do so and have chosen not to inspect the property. Purchaser(s) is relying solely on Purchaser(s) own inspection and judgment. Further, all parties acknowledge and agree that the Property is being sold “AS-IS, WHERE-IS” with no warranty, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances. Auctioneers are acting as agents for the Seller(s) in this transaction and they are not responsible for accidents, liability, errors or omissions in the information regarding the auction. Announcements made the day of the auction take precedence over any form of printed, oral or electronic material prior to the auction. The Auctioneer and the Seller(s) reserve the right to preclude any person or persons from actively bidding in any form if there is any question as to the person or person's credentials, behavior, suitability, etc. to participate in the bidding process.

Representations and Warranties: United Country – Auctions, Appraisals & Realty, LLC and/or its Auctioneer/Agent makes NO representations or warranties, expressed or implied and with no contingencies, repairs, or improvements, but will be free and clear of any liens or encumbrances with respect to the subject premises, as same address zoning, site plan approval or other federal, state or local laws. Any maps, plats, surveys, site plans, subdivision maps or the like have been supplied by the seller(s) and United Country – Auctions, Appraisals & Realty, LLC and Auctioneer/Agent make NO Representation, Warranties or guarantees with respect to locations, dimensions, tract sizes, suitability for use, or subsurface conditions.

Representation: By execution of this agreement the Bidder(s) acknowledges that United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent are Exclusive Agents of the Seller(s) ONLY.

Determination: In the case of disputed bids, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent shall exercise his or her best discretion in determining the resolution of claims, and such decision is final. Such decision shall not be the subject of any post-auction claims. United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent reserves the right to bid on behalf of Buyers and/or Sellers (with disclosure to Bidders that Sellers are actively bidding). No transfer shall be recognized from one buyer to another. In the event a dispute should arise after the auction, United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent records shall be conclusive.

Bidders Personal Information: The information provided by each bidder to United Country – Auctions, Appraisals & Realty, LLC and their Auctioneer/Agent is for the sole purpose of conducting the auction, and the transaction of