THIS AUCTION IS BEING RECORDED -

BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER

DATE: March 19, 2022

SELLERS: Danny Lee Rickert & Judith Lee Rickert

LOCATION: 78.02 Acres, Cleveland Township, Whitley County, Indiana

LEGAL DESCRIPTION: Below is a partial legal description, the full Legal will be provided at closing.

W2 SW4 EX 1.98A UNDIV ½ S 35 T30 R8 78.02

--- BIDDERS PACKET: All bidders must have registered for the auction and received a Bidder's Packet which includes

all documents that the buyer will be signing.

--- CONDUCT OF THE AUCTION: Conduct of the auction and increments of bidding are at the direction and discretion

of the auctioneer. The seller and selling agents reserve the right to preclude any person from bidding if there is any

question as to the person's identity, credentials, fitness to bid, financial ability to buy, etc. All decisions of the

Auctioneer are final.

--- AGENCY DISCLOSURE & GENERAL OFFICE POLICIES: Ness Bros. will represent the Seller exclusively

unless a Ness Bros. Agent has a signed buyer agency agreement with Buyer, then that agent has a limited agency

with Buyer.

--- DISCLAIMER & ABSENCE OF WARRANTIES: All information contained online or in the brochure and related

material is subject to the terms and conditions outlined in the Purchase Agreement. The Property is being sold on an

"AS IS, WHERE IS" basis. No warranty or representation, either expressed or implied, concerning the Property, its

condition, or the condition of any other components on the Property, is made by the Seller or Ness Bros. All sketches

and dimensions online or in the brochure are approximate. The information contained online or in the 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 Ness Bros. Each potential bidder is responsible for conducting his or her own independent inspections,

investigations, inquiries, and due diligence concerning the property.

--- TERMS: Earnest Money of 10% down the day of Auction, balance is due in full upon delivery of the merchantable

title and deed free and clear of all liens and encumbrances except as stated herein and subject to easements or restrictions

of record. A Buyer's Premium of 5%, will be added to final bid and included in the total contract price. All bids

accepted on the Real Estate subject to Sellers approval.

--- TITLE POLICY: A preliminary title policy has been prepared by Lime City Title Co., which will be preparing the

final title policy plus conducting the Closing. Seller and Buyer agree to use Lime City Title.

--- CONDITIONS: Property sold for cash. (The sale of this property may be financed; however, the sale of this property

IS NOT CONTINGENT to financing approval). The Earnest Money will be totally forfeited in the event the Seller

accepts the successful bidder's Purchase Agreement in writing and the successful bidder subsequently refuses to

proceed to Closing.

--- EXECUTION OF PURCHASE AGREEMENT: The successful bidder has earned the right to make an offer to the

seller; no sale has been completed. The bidder will be required to execute a Real Estate Purchase Agreement

immediately following the close of the auction. Buyer's offer expires 11:59 P.M. (local time) seven days after the

auction date, unless Seller timely accepts it; the Earnest Money will be returned if Seller does not accept the successful

bid, subject to any required approvals.

--- TAXES: The real estate taxes shall be prorated. Seller shall pay real estate taxes which are payable during the year in

which Closing occurs, and taxes payable during the succeeding year, prorated to the date of Closing. Buyer shall assume

and pay all subsequent taxes. If at the time of closing the tax bill for the Real Estate for the succeeding year has not

been issued, taxes payable shall be computed based on the last tax bill available to the closing agent. The succeeding

year's tax bill, because of recently constructed improvements, annexation, reassessment, or similar items may greatly

exceed the last tax bill available to the closing agent.

--- GUARANTY: Any individual submitting a bid or signing the Purchase Agreement on behalf of any entity agrees to

be individually bound by all these terms and conditions and individually responsible for payment of the Earnest Money

and the balance due.

--- POSSESSION: Day of closing, subject to tenant's rights.

--- SURVEY: The Seller has a legal description for the property so no survey will be provided. If a survey is requested,

it will be paid for by the Buyer.

--- CLOSING: Balance of the purchase price is due in cash at closing, which will take place on or before the Thirtieth

(30th) day following the Accepted Date. The fee charged by any closing agent, including an attorney acting as a closing

agent for both parties, or Buyer's lender acting in such capacity, for closing services shall be paid equally by the parties.

Buyer will be responsible for paying a $245.00 administration transaction commission payable to Ness Bros.

--- AUCTIONEER RESERVES: Auctioneer Reserves the right to make changes to an auction, to split or combine lots,

cancel, suspend or extend the auction event.

NOTE: Neither the Seller nor Ness Bros. is responsible for any personal property left in the residence and buildings, or on

the land at the time possession is granted to Buyer.

STATEMENTS MADE THE DAY OF AUCTION TAKE PRECEDENCE OVER PREVIOUS PRINTED

MATERIALS OR ANY PREVIOUS ORAL STATEMENTS