ONLINE REAL ESTATE AUCTION NOTICE – CASH or FINANCE

BIDDING PROCEDURE BUYER'S ARE TO FOLLOW WITH NO WAIVER

DATE: October 27, 2026
SELLERS: Dennis L. Stevens and Cecily J. Stevens
LOCATION: 11378 S. State Rd 13, La Fonataine, IN 46940
LEGAL DESCRIPTION: Below is a partial legal description, the full one will be provided at closing.
Pt Ne1/4 34-26-6 5.13Ac Ditch 640;Pt Ne1/4 34-26-6 37.83Ac Ditch 640-00420-00;Pt Ne1/4 34-26-6 45.23Ac Ditch 640

Tract 1 consists of Home & Outbuildings on 15 +/- Acres
Tract 2 consists of 21+/- tillable acres
Tract 3 consists of 25+/- tillable acres with shared creek with Tract 5
Tract 4 consists of 20+/- tillable acres
Tract 5 consists of 7+/- tillable acres with Satellite & shared creek with Tract 3

SPECIAL NOTES: ***POSSESSION:** Seller retains 30 days after closing for possession. **Seller has cash lease on 80 acres of crops which ends 12/31/2026.**

***TRACTS #1 & #3 – SHARED DRIVEWAY EASEMENT:** Tract #1 shall be subject to an approximately **200-foot access easement along the existing driveway for the benefit of Tract #3**, providing non-exclusive ingress and egress to Tract #3. The owners of Tracts #1 and #3 shall each be responsible for **50% of the reasonable costs of maintenance and repair of the shared portion of the driveway**, including grading, gravel/stone, pothole repair, drainage maintenance, and snow and ice removal. Damage exceeding normal wear and tear caused by an owner, occupant, guest, contractor, vehicle, or equipment associated with either tract shall be the responsibility of the owner of that tract. Neither owner shall obstruct or materially alter the shared driveway in a manner that interferes with the other owner's access. The easement and maintenance obligations shall run with the land and be binding upon all future owners and successors of Tracts #1 and #3. Buyer acknowledges and accepts the easement and agrees to execute any documents reasonably necessary to establish and record the easement and maintenance agreement at or prior to Closing.

CRP CONTRACT: Buyer acknowledges that approximately **2.70 acres of the Real Estate are currently enrolled in USDA Conservation Reserve Program (CRP) Contract No. 11485, with the current contract period ending September 30, 2030.** Buyer agrees, to the extent permitted and required by USDA/FSA, to assume the existing CRP contract and all associated obligations applicable to the Real Estate following Closing. Buyer shall be responsible for complying with all CRP terms, restrictions, maintenance requirements, and conservation practices from and after Closing and shall cooperate in completing any documents required by USDA/FSA to transfer or succeed to the contract. CRP payments due in 2027 shall be paid to Buyer, subject to USDA/FSA requirements. Buyer acknowledges having the opportunity to independently verify the CRP contract, payments, acreage, transfer requirements, and obligations with USDA/FSA and accepts the Real Estate subject thereto. Buyer's obligations concerning the CRP contract shall survive Closing. If the buyer takes out any land that was in the CRP program, buyer will be responsible for paying the penalty assessed by the **USDA Conservation Reserve Program (CRP) Contract No. 11485.**

BUYER ACKNOWLEDGMENT OF RECORDED EASEMENTS: Buyer acknowledges that the property is subject to recorded easements, rights-of-way and restrictions, including but not limited to easements relating to State Road 13, ingress and egress/access, utilities, and a communications/cell tower site together with associated access, utility and guy-wire easements. Buyer acknowledges that certain easement rights are perpetual and/or run with the land and may include rights of access, construction, maintenance and operation by third parties. Buyer shall have the opportunity to review all recorded easements, and is encouraged to obtain a survey and seek legal counsel regarding the location, scope and effect of such easements. Buyer acknowledges the existence of the communications/cell tower and associated recorded easement, access, utility and guy-wire rights affecting the property

CELL TOWER FIRST RIGHT OF REFUSAL: This pertains to the purchasing of Tract 5 or any combination that includes Tract 5. Buyer acknowledges that the Property is subject to a recorded cell tower easement containing a First Right of Refusal in favor of the easement holder. Upon receipt of an accepted offer, the offer shall be submitted to the easement holder for review in accordance with the recorded easement. The easement holder has advised Seller that it has a sixty (60) day period to respond regarding its First Right of Refusal. Buyer acknowledges that closing shall be subject to the expiration, waiver, or other satisfactory resolution of the easement holder's First Right of Refusal.

--- **BIDDERS PACKET**: All bidders who have registered for the online auction can view copies of the offer to purchase and terms at nessbrosauctions.com on the specific property Auction Detail Page.

--- **ONLINE REGISTRATION**: Registration for this auction (online) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Purchase Agreement which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. In order to bid on the Real Estate, all bidders must be signed in through www.Bid2NessBros.com. There is no fee to register, but a valid credit card will be required to verify identity and ensure payment of the Earnest Money, if applicable. By bidding you are representing to Ness Bros. Realtors & Auctioneers ("Ness Bros."), and the Seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. If you do not agree with any of the terms and conditions stated, DO NOT BID or you will be bound by those terms and conditions. By bidding you agree to all disclosures.

--- **CONDUCT OF THE AUCTION**: 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, validity of the credit card, fitness to bid, financial ability to buy, etc. All decisions of the Auctioneer are final. THE SALE WILL BE CONTROLLED BY THE AUCTIONEER SOFTWARE. Ness Bros is not responsible for malfunctions or system errors which cause a bid or bidder to fail to be recognized or registered. If there is a dispute, the Auctioneer may re-open the bidding at the Auctioneer's sole discretion and shall serve as the sole arbiter as to who is or is not allowed to bid.

--- **BIDDING:** Bidding starts at the nominal Opening Bid(s) indicated and is open to all who registered and are approved by the way of verified identity and credit card information. The bidding will be open for minimum of 10 days. The auction ends at a predetermined time with an Overtime Period if necessary, which is defined as follows: if a bid is placed within five (5) minutes of the close of bidding, then another five (5) minute period commences from the time of the last bid until no bids are placed within the next five (5) minutes. The last bid shall be made 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 or $3,000.00**, whichever is greater, within 24 hours of the online auction closing. In the event the winning bidder fails to provide the Earnest Money within 24 hours, Ness Bros. is authorized to charge the credit card for the amount of the Earnest Money, or any portion thereof, and an additional administrative fee of 5% of the amount being charged. The 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%, or minimum of $3,000,** whichever is greater will be added to final bid and included in the total contract price. All bids accepted on the Real Estate are subject to Sellers approval.

--- **TITLE SEARCH:** A preliminary title search 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.

--- **SUBJECT TO FINANCING CONDITIONS:** IF an offer is accepted that is contingent on financing. Buyer's to have a pre-approval letter from their lender approved by Ness Bros or buyer may choose to be pre-approved by Skye Stevens from Ruoff Mortgage. Her website is ruoff.com/stevens. Skye can be reached at 765.233.8821. The Financing Addendum to be made a part of this Purchase Agreement.

--- **CASH CONDITIONS:** 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 an Irrevocable Real Estate Purchase Agreement immediately following the close of the auction and provide the required Earnest Money within 24 hours to the Seller in a check payable to Ness Bros. Buyer's offer expires 11:59 P.M. (local time) seven days after the online auction date, unless Seller timely accepts it; the Earnest Money will be returned if Seller does not accept the successful bid as a primary or secondary offer, subject to any required approvals.

--- **SECONDARY / BACK-UP OFFER**: IF this offer is a secondary / back-up offer then this offer will stay in effect until 27 days after the Auction ends. Buyer may Terminate Secondary/Back-up Offer at any time if said buyer has an accepted offer on another property.

--- **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:** The possession of the Property shall be 30 days after closing, subject to tenant's rights. by 5:00 P.M.

--- **SURVEY:** Buyer will pay for any new survey for any parcel where there is no existing legal description or where new boundaries are created by the tract division at the auction.

--- **PRE-HOME INSPECTION:** The Buyer acknowledges receipt/disclosure of the Home Inspection Report and items listed, along with the 120 Day Warranty Provided by Family Guard Home Inspection Services and Residential Warranty Services Inc.

--- **CLOSING:** Balance of the purchase price is due in cash at closing, which will take place, within 45 days after the acceptance date if the buyer has financed the transaction or 30 days after the acceptance if the buyer has made a cash offer. 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 $345.00 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 after the Real Estate possession is granted to Buyer and will be inherited by the new buyer.

STATEMENTS MADE BY AUCTIONEER WILL TAKE PRECEDENCE OVER PREVIOUS PRINTED MATERIALS OR ANY PREVIOUS ORAL STATEMENTS