

Auction Terms and Conditions.

Bank Letter of Credit recommended to receive bidding number

Method of Sale. Brent H. Fuchs Auctioneering (BHF) will offer the scheduled properties at public auction on Saturday December 5, 2009 at 1:00 p.m. at Indianapolis, Indiana. The auctioneer will determine and announce the order, sequence, grouping and regrouping of the properties offered for sale. The property will be sold whichever way generates the most net proceeds for the Seller. Each bid shall constitute an offer to purchase and the final bid, if accepted by the Seller, shall constitute a binding contract between the Buyer and Seller. The auctioneer will settle any disputes as to bids and his decision on such matter will be final. Bids by phone, mail or wire will be accepted and confidentially handled by sales personnel.

Down Payment. 10% of the accepted bid down on the day of the auction with the balance due at the closing. The down payment must be in the form of a personal check, cashier's check (official check) or corporate check. YOUR BIDDING IS NOT CONTINGENT UPON FINANCING. BE SURE YOU HAVE FINANCING ARRANGED, IF NECESSARY, AND ARE CAPABLE OF PAYING AT CLOSING. If a successful bidder fails to close within specified time, Seller shall have the right to terminate the Purchase Agreement and retain all the down payment as liquidated damages and thereafter attempt to resell the property with no liability whatsoever to former Buyer.

Acreage. Seller makes no representation as to acreage while noting that the properties being offered are not considered farmland and are located inside Marion County, Indiana.

Survey Information. Seller makes no representations as to survey - any survey will be at Buyer's sole expense.

Deed Information, Evidence of Title and Remedy. Seller will provide Buyer with Executor's Deed as to property purchased and properly closed upon - this will be done as soon as is practical after the conclusion of the sale. Seller will cooperate with Buyer to complete an Auditor's Sales Disclosure Form. Recording costs of all documents of title are Buyer's responsibility. Other than government records which will be available at the auction for review, Seller is not providing evidence of title. In the event there is some issue with title that cannot be resolved by Seller at Seller's sole discretion, then Buyer's sole remedy is the refund of all funds paid to the Seller and the Buyer's return to the Seller of any/all incidents of ownership originally tendered to Buyer.

Easements and Condition. The sale of the property is subject to any and all easements of record and whatever would be disclosed by an inspection; special situations may apply to selected properties and those conditions, if applicable, will be announced prior to putting the property on the auction block. The property is conveyed as is where is and no warranty of condition (express or implied) is made.

Real Estate Taxes. The Seller will be responsible for all real estate taxes due and payable prior to and including those due and payable in November, 2009. Buyers are responsible for all real estate taxes due and payable after November, 2009 regardless of when assessed by the applicable taxing authority.

Disclaimer. All information contained in this brochure and related materials are subject to the Terms and Conditions outlined in the purchase agreement. This information is subject to verification by all parties relying upon it. No liability for its accuracy, errors or omissions is assumed by the Seller or BHF. All sketches and dimensions in the brochures are approximate. ANNOUNCEMENTS MADE BY BHF AT THE AUCTION DURING THE TIME OF THE SALE TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. The property being sold 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 BHF. Each prospective bidder is responsible for conducting his/her independent inspections, investigations, inquiries and due diligence concerning the property. Except for only express warranties set forth in the sales document, Buyer accepts the property "AS IS WHERE IS" and Buyer assumes all the risk thereof and acknowledges that in consideration of the provisions contained in the sales documents, Seller and BHF make no warranty or representation, express or implied or arising by operation of law, including any warranty of merchantability or fitness for a particular purpose of the property or any part thereof, and in no event shall Seller, Seller's counsel, or BHF be liable for any consequential damages. Conduct of the auction and increments of bidding are at the direction and discretion of BHF and/or the auctioneer. The Seller and BHF 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 BHF and/or the auctioneer are final.

Owner: Estate of Clifton Lovelace