



**433 Council Drive  
Fort Wayne, IN 46825  
Phone: (260) 373-0850  
Fax: (260) 373-0854  
[www.charlestonauctions.com](http://www.charlestonauctions.com)**

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## **INDUSTRIAL REAL ESTATE AUCTION**

**Auction Date & Time: February 25, 2010 @ 12:00 p.m. (noon)**

**Property Location:  
700 E. Market Street, Huntington, IN 46750**

### **TABLE OF CONTENTS:**

- 1. Auction Brochure**
- 2. County Assessor Documentation**
- 3. Real Estate Purchase Agreement**
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- 5. Title Commitment**



Charleston Auctions  
"International Industrial Auction Services"

433 Council Dr. Fort Wayne, IN 46825

Facility Closing:

**GUHL MACHINE CO. INC.**

Sale Location: 700 E. Market Street  
Huntington, IN 46750

Thursday, Feb. 25th Beginning @ 10:00 a.m.

Preview Inspection: Wednesday, Feb. 24th  
9:00 a.m. - 4:00 p.m.

### FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

FIRST CLASS PRSRT  
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FORT WAYNE, IN  
PERMIT # 681

# AUCTION

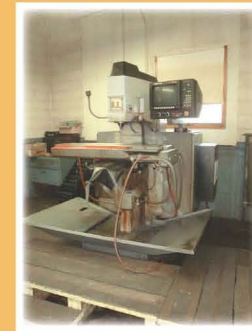
**guhl** machine co.  
INCORPORATED

Facility Closing  
**GUHL MACHINE CO. INC.**  
700 E. Market Street, Huntington, Indiana 46750

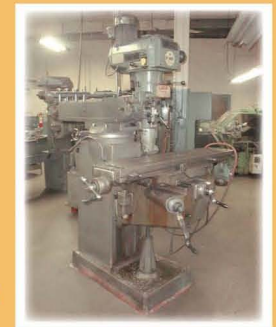
**THURSDAY, FEB. 25th BEGINNING @ 10:00 A.M. LOCAL TIME**



BLANCHARD NO. 18  
36 INCH ROTARY  
SURFACE GRINDER



TREE MILLENNIUM 4200  
CNC MILL



1 of 4 LAGUN  
VERTICLE MACHINES



1997 AMERICAN EAGLE  
CNC LATHE

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## AUCTION

Facility Closing: **GUHL MACHINE CO. INC.**  
700 E. Market Street, Huntington, IN 46750

**guhl** machine co.  
INCORPORATED

Sale: Thursday, Feb. 25th Beginning  
at 10:00 a.m. local time.

**REAL ESTATE TO BE SOLD AT NOON.**

Preview Inspection: Wed. Feb. 24th 9:00 a.m. - 4:00 p.m.

### AUCTION ITEMS



CLARK 3,000 LB  
LP FORK TRUCK



KELLOGG 5 HP  
AIR COMPRESSOR



1 of 2 JIB CRANES  
WITH HOISTS



### MAP



### DRIVING DIRECTIONS

From Fort Wayne, Indiana take  
Hwy 24 West. Exit left onto Hwy  
224 (N. Jefferson Street) toward  
downtown Huntington. In down-  
town, turn left onto E. Market  
Street. Location: 700 E. Market  
Street. Follow auction signs.



Charleston Auctions  
"International Industrial Auction Services"

Preview Inspection: Wednesday,  
Feb. 24th, - 9:00 a.m. - 4:00 p.m.



**Auctioneers:** Chad Olson • Adam Olson  
Indiana Company License # AC68900001  
433 Council Drive, Fort Wayne, IN 46825  
**1-260-373-0850 • Toll Free 1-877-357-8124 • FAX 1-260-373-0854**  
E-mail: info@charlestonauctions.com • Website: www.charlestonauctions.com



**PREVIEW: WEDNESDAY, FEB. 24th 9:00 A.M. - 4:00 P.M.**

**SALE: THURSDAY, FEB. 25th BEGINNING @ 10:00 A.M. LOCAL TIME**



SHARP GAP BED LATHE



TREE DUPLICATOR MILL



MONARCH ENGINE LATHE



HENDEY 18X54 ENGINE LATHE



BRADFORD LATHE



GORTON TRACING MILL



VARIOUS AIR TOOLS



LINCOLN MIG WELDER



VARIOUS GANG DRILLS



1 of 2 MONARCH ENGINE LATHES

**MILLING & DRILLING MACHINERY**

**TREE** CNC Vertical Milling Machine  
Model-Millennium 4200-SN-9-42-90-5125  
3 Phase-Series 1400 Controls-10" x 42" T-Slot  
**LAGUN** FTV-4 Vertical Milling Machine  
W/ BRIDGEPORT M-Head-4 HP, 10" x 50"  
T-Slot Table-Anilam Mini Wizard Dro

**TREE** Vertical Milling Machine  
1.5 HP, 10" x 42" T-Slot Table-SN-760001P-10  
Anilam Mini Wizard Dro  
**LAGUN** FTV-2 Vertical Mill  
Anilam Mini Wizard Dro-Servo Power Feed  
SN-33491-2 Phase

**LAGUN** FTV-2 Vertical Mill  
Anilam Mini Wizard Dro-Servo Power Feed  
SN-19206-BRIDGEPORT Shaper Attachment

**DAHLIN** Heavy Duty Bed Type Vertical Milling  
Machine - Pendant Controls SONY LH31A  
Controls-71" x 18" T-Slot Table-Travel  
47" x 20" x 24"-10 HP, Magnetic Brake

60-1720 RPM-12 Step 3 Axes Power Feed  
**TREE** Duplicate Mill - Model - 2UVRC - Scan-O-  
Matic Hydraulic Tracer-Unit, Model 3D, SN-2368

**POND** Machine Planing Mill - 4' x 12' T-Slot Table  
**CINCINNATI** Shaper - 36" Heavy Duty, 30" x 40"  
T-Slot Tilling Table

**MILWAUKEE** Mag Buss Drill - SN-502-29359  
3/4", 120 Volt, 350 RPM

**DEMAG** Mag Buss Drill - SN-203-2097  
Delta 3 Head Gand Drill - 27" x 40" Table  
Size-SN-31-9028

**POWERMATIC** Variable Speed Drill Press  
Model-1200-SN-220V814

**CINCINNATI** Vertical Drill Press - 3 HP,  
Belt Driven

**ROCKFORD** Vertical Drill Press  
30" Rotary Table, Belt Driven

**GORTON** Tracing Mill - Model-8 1/2 DSN-18450  
2 HP, 3 Phase

**LATHES**  
**1997 AMERICAN EAGLE** GW CNC Lathe  
Model-Lathe Mate 1320-SN-77099-Anilam  
Series 1200 Controls-Induction Hardened Ways  
3' Swing, 20" BTC

**STAR** Tool & Die Works T-Lathe  
SN-784A-42" Swing

**1981 SHARPE GAP** Bed Lathe  
Model-1540-SN-W10412-15" Swing, 40"  
BTC 1 1/2" Spindle Hole

**C1981 TA SHING** Lathe - Model-Crown 1/800  
SN-C10041-Mitutoyo Dro-Quick Change Chuck

**1958 MONARCH** Engine Lathe Model-18" BB  
SN-14188-20.5" Swing, 48" BTC

**MONARCH** Engine Lathe -Model-22" CM  
SN-15269-30.5" Swing, 72" BTC

**HENDLEY** 18 X 54 Engine Lathe - SN-36576  
18" Swing, 54" BTC

**BRADFORD** Lathe -Model-Drive All  
SN-404055-5 HP, Belt Driven

**1978 WARNER SWASEY** No. 5 6 Position  
Turret Lathe - Model-124022  
SN-425731-Bar Feeder

**LOGAN** 14" Tool Room Lathe  
Model-6561H-SN-80514-Quick Change

**WELDING EQUIPMENT**  
**LINCOLN** Power Mig 215 Mig Welder  
Diamond Core Technology-SN-U1070205472

**LINCOLN** Wire-Matic 250 Wire Welder  
Internal Wire Feeder

**GRINDING & BUFFING EQUIPMENT**  
**BLANCHARD** No. 18 Rotary Surface Grinder  
36" Mag Table-SN-3415

Over 10 Various Grinders, Buffers, Snag  
Grinders, Etc...

**NORTON** Universal Grinder  
SN-5796, 1 HP

**DO ALL** Hydraulic Surface Grinder  
Model-D-8, 9" x 24" Walker Magnetic Chuck

**GORTON** End Mill Grinder  
**STERLING** Drill Grinder - SN-DG40391

**SAWS**  
**GROB** V-36 Vertical Band Saw  
SN-760001D-10, 1.5 HP, 10" x 42" T-Slot  
Table Anilam Mini Wizard Dro

**GROB** Vertical Filing Machine  
Model-A3-SN-586

**KALAMAZOO** Horizontal Band Saw

**MISC EQUIPMENT**  
**KR WILSON** 75 Ton H-Frame Shop Press  
Model-37F-SN-W1518

Lg. Qty of Work Benches, Carts, Stands,  
Fans, Tables, etc...

Lg. Qty of Steel, i.e. - Flat Stock, Cold Rolled  
Aluminum, Stainless, Brass & Copper  
Various Die Carts, Banding Carts, Sweepers,  
Ladders, etc...

**DAVIS** Vertical Broach  
(2) A-frame Hoist Systems  
(1) 1/2 ton - (1) 2 Ton

Lg. Qty of Electric & Hand Tools  
Lg. Qty of Perishable Tooling...Cutters, Drills,  
End mills, Reamers, etc...

Lg. Qty of Secondary Machine Tooling  
Rotary Tables, Machine Vises, Indexers,  
Magnetic Chucks, etc...

**PLANT SERVICING EQUIPMENT**  
**CLARK 3000LB LP** Fork truck  
2 Stage, Hard Tire-Expandable Cage

**LRJ3R** 3 Ton Long Arm Engine Hoist  
**KELLOGG** 5 HP Vertical Air  
Compressor - Single Stage



KALAMAZOO HORIZONTAL BAND SAW



KR WILSON H FRAME SHOP PRESS



LINCOLN WIRE 250 WIRE WELDER



LG QTY OF VARIOUS MACHINE TOOLING



MILWAUKEE AND DEMAG BUSS DRILLS

OVER 10 VARIOUS GRINDERS & BUFFERS



DOALL V36 VERTICAL BANDSAW



GROB VERTICAL FILING MACHINE



CINCINNATI 36" HD SHAPER



STAR - T-LATHE



DAVIS VERTICAL BROACH



DO ALL D8 HYDRAULIC SURFACE GRINDER



GORTON END MILL GRINDER



ANTIQUE DRILL CABINET



POWERMATIC VARIABLE SPEED DRILL PRESS



2 OF 4 VARIOUS SINGLE SPINDLE DRILLING MACHINES



1 OF 2 FRAME HOIST SYSTEMS



LARGE QTY OF INSPECTION EQUIPMENT



PERISHABLE TOOLING

**IMPORTANT INFORMATION  
AUCTION TERMS & CONDITIONS**

**SALE LOCATION:** 700 E. Market Street, Huntington, IN 46750  
**DATE & TIME:** The Auction will begin promptly at 10:00 a.m. (Local Time) on Thursday, Feb. 25th. The doors will open at 8:00 a.m. auction day for final inspection and bidder registration.

**PREVIEW INSPECTION:** The items will be available for advance inspection from 9:00 a.m. - 4:00 p.m. on Wednesday, Feb 24th.

**TERMS OF SALE:** A 12% Buyer's Premium will be charged on all purchases. A 15% Buyer's Premium will be charged if using a credit card. Charleston Auctions is now accepting all major credit cards. For On-Line Auction Terms, please visit [bidspotter.com](http://bidspotter.com). All bidders must register and provide proper identification. All items are sold "as is, where is" and must be paid for IN FULL, CASH, CHECK, OR CREDIT CARD accompanied by A LETTER FROM THE PAYOR'S BANK GUARANTEEING UNQUALIFIED PAYMENT TO CHARLESTON AUCTIONS for this sale.

**BUYERS:** Buyers are responsible for all risk of loss, property damage, personal injury caused by removal, and all costs of removal of items/lots purchased. A certificate of insurance reflecting adequate insurance coverage, holding Auctioneers, owners and landlords harmless against any damage must be furnished to the Auctioneer at Auctioneer's sole discretion and request prior to such removal. Buyer's obligations with regard to removal further include the obligation to repair and restore any damage to the real property or permanent improvements where the purchased items/lots are located. Buyers de-installing items/lots purchased MUST be or use professional, experienced, qualified de-installers and provide to Charleston Auctions a certificate of insurance or bond in an amount of no less than One Million (\$1,000,000) Dollars, prior to performing such work.

**REMOVAL:** No items will be removed without proof of payment. Sale day removal from conclusion of sale until 6:00 p.m. Removal times: Friday, Feb. 26th, and Saturday, Feb. 27th, from 8:00 a.m. - 6:00 p.m. local time, and March 1st through 5th from 8:00 a.m. - 6:00 p.m. local time. If any additional time is needed, please call Charleston Auctions for scheduling. Lots not paid for and/or removed within the time allowed may be resold at public or private sale without further notice, and any deficiency, together with all expenses and charge of resale, will be charged to the defaulting purchaser. Your stamped paid receipt must be shown to checkout supervision prior to removal. Although checkout supervision will be provided, the auction company and sellers are not liable for lost or stolen items purchased at the sale.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** Each potential Bidder is responsible to conduct, at their own risk and cost, their own independent inspections, investigations, inquiries, and due diligence concerning the property, Seller and Charleston, or Charleston agents and associates, are not responsible for any warranty as to condition of property. Bidder shall be fully responsible for confirming that each item bid on is appropriate for Bidder's intended use. Neither Charleston nor Seller shall be responsible, in any way, for confirming or denying the specific identity or intended use of any item or piece of property. Inspection dates have been scheduled and will be staffed with auction personnel. Please feel free to inspect the property at any other time, so long as arranged in advance with Charleston. Bidder shall repair any damage to the Property done by Bidder, its representatives and agents, while conducting any inspections. In addition, Bidder shall indemnify, defend and hold Seller harmless for any claims or damages suffered by Seller relating to actions taken by Bidder, its representatives and agents, while conducting any inspections.

The property is being sold on AS IS, WHERE IS basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or the Auction Company. The information contained in this 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 the Auction Company.

**GOVERNING LAW:** Bidder agrees that no matter what State or Country Bidder resides, or location of auction, all disputes or disagreements shall be construed according to the laws of the State of Indiana.

Some items subject to pre-sale.



WARNER SWASEY TURRET LATHE



CROWN TOOLROOM LATHE



LOGAN 14" LATHE



LAGUN FTV 2 VERTICAL MILLING MACHINE



UNIVERSAL GRINDER

**INDUSTRIAL REAL ESTATE AUCTION**

700 E. Market Street - Huntington County - Huntington, IN

Real Estate offered at 12:00 noon

Real Estate Inspection Date: Wednesday, Feb. 24th 9:00 a.m. - 4:00 p.m.

(Call for an Appointment)

**GUHL MACHINE CO. INC.**

**Building Description:**

Total Area SF: 7568 Sq. Ft.  
Year Built: 1938  
Foundation: Concrete Slab  
Construction Type: Block Building  
Exterior Finish: Block Building/Aluminum Siding  
Roof: Steel Truss with Metal Sheeting  
HVAC: GFA with cooling units  
Electrical: 440 Volt  
Grade Level Doors: 2 Overhead  
Ceiling Height: 15 Ft.

**Site Description:**

Zoning: Industrial  
Acreage: 2 Acres  
Access: Public road  
Parking: Side lot & off-street parking



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## Property Record Card


[35-05-14-200-253.900-005.pdf](#)

(Requires Adobe Acrobat Reader)



## Summary

**Parcel ID** 35-05-14-200-253.900-005  
**Tax ID**  
**Section Plat** 014  
**Routing Number** 100-29  
**Neighborhood** 355336 - HTGN CORP A 3 SMALL SHOP  
**Property Address** 700 E Market St  
**Legal Description** FOUSTS ADD LOT 56  
(Note: Not to be used on legal documents)  
**Acreage** N/A  
**Class** 370 - Industrial Small shops  
**Tax District/ Area** 005 - HUNTINGTON TWP

## Owners

**Deeded Owner**

[Guhl, Cynthia M & Joel M Guhl](#)  
 4168 W 100 S  
 Huntington, IN 46750

## Land Characteristics

<b>Parcel Acreage</b>	0
<b>81 Legal Drain NV [-]</b>	0
<b>82 Public Roads NV [-]</b>	0
<b>83 UT Towers NV [-]</b>	0
<b>9 Homesite(s) [-]</b>	0
<b>Total Acres Farmland</b>	0
<b>True Tax Value</b>	0.00
<b>Measured Acres</b>	0
<b>Average True Tax Value/ Acre</b>	0.00
<b>True Tax Value Farmland</b>	0.00
<b>Classified Land Total</b>	0
<b>Homesite(s) Value (+)</b>	0.00
<b>Total Land Value</b>	11,400.00

## Improvements

**Card 02**

ID	Use	Const Type	Grade	Year Const	Eff Year	Cond	Base Rate	Feat-ures	Adj Rate	Size/ Area	Comp Value	Phys Depr	Obsol Depr	Mrkt Adj	% Comp	Value
C	LMFG		C	1938	1937	AV	0.00	N	0	7568	298940	80	0	100	100	59800

## Valuation

Assessment Year		03/ 01/ 2009	03/ 01/ 2008	03/ 01/ 2007	03/ 01/ 2006	03/ 01/ 2006

Reason for Change		ANNUAL ADJ	Trending08	TRENDING	TRENDING	4Y Reval
<b>VALUATION</b>	Land	\$11,400	\$6,600	\$6,200	\$6,300	\$5,200
<b>(Assessed Value)</b>	Improvements	\$59,800	\$72,100	\$67,000	\$68,200	\$56,800
	Total	\$71,200	\$78,700	\$73,200	\$74,500	\$62,000
<b>VALUATION</b>	Land	\$11,400	\$6,600	\$6,200	\$6,300	\$5,200
<b>(True Tax Value)</b>	Improvements	\$59,800	\$72,100	\$67,000	\$68,200	\$56,800
	Total	\$71,200	\$78,700	\$73,200	\$74,500	\$62,000

Homestead Allocations

Allocation Group	Value Sum
Non-Residential Land	\$11,400.00
Non-Residential Imp	\$59,800.00

Tax History

Detail:

Tax Year	Type	Category	Description	Amount	Bal Due
2008 Pay 2009	Property Tax Detail	Tax	1st Installment Tax	\$1,371.27	\$0.00
2008 Pay 2009	Property Tax Detail	Tax	2nd Installment Tax	\$1,371.27	\$0.00
2007 Pay 2008	Property Tax Detail	Tax	1st Installment Tax	\$1,057.44	\$0.00
2007 Pay 2008	Property Tax Detail	Tax	2nd Installment Tax	\$1,057.44	\$0.00
2006 Pay 2007	Property Tax Detail	Tax	1st Installment Tax	\$1,130.25	\$0.00
2006 Pay 2007	Property Tax Detail	Tax	2nd Installment Tax	\$1,130.25	\$0.00
2005 Pay 2006	Property Tax Detail	Tax	1st Installment Tax	\$818.95	\$0.00
2005 Pay 2006	Property Tax Detail	Tax	2nd Installment Tax	\$818.95	\$0.00
2004 Pay 2005	Property Tax Detail	Tax	1st Installment Tax	\$821.47	\$0.00
2004 Pay 2005	Property Tax Detail	Tax	2nd Installment Tax	\$821.47	\$0.00

*Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.*

Total:

Tax Year	Amount	Bal Due
2008 Pay 2009	\$2,742.54	\$0.00
2007 Pay 2008	\$2,114.88	\$0.00
2006 Pay 2007	\$2,260.50	\$0.00
2005 Pay 2006	\$1,637.90	\$0.00
2004 Pay 2005	\$1,642.94	\$0.00

Payments

Detail:

Tax Year	Payment Date	Paid By	Amount
2008 Pay 2009	10/22/2009	Guhl Machine Company, Inc.	\$1,371.27
2008 Pay 2009	7/16/2009	Guhl Machine Company, Inc.	\$1,371.27
2007 Pay 2008	10/6/2008	Guhl Machine Company, Inc.	\$1,057.44
2007 Pay 2008	7/10/2008	Guhl Machine Company, Inc.	\$1,057.44
2006 Pay 2007	9/11/2007	Guhl Machine CO	\$1,130.25
2006 Pay 2007	4/23/2007	Guhl Machine CO	\$1,130.25
2005 Pay 2006	8/28/2006	Guhl Machine CO	\$818.95
2005 Pay 2006	4/28/2006	Guhl Machine CO	\$818.95
2004 Pay 2005	8/22/2005	Guhl Machine CO/Guhl, Cynthia	\$821.47
2004 Pay 2005	4/16/2005	Guhl Machine Company Inc	\$821.47

Total:

Tax Year	Amount
2008 Pay 2009	\$2,742.54

2007 Pay 2008	\$2,114.88
2006 Pay 2007	\$2,260.50
2005 Pay 2006	\$1,637.90
2004 Pay 2005	\$1,642.94

#### Transfer History

Transfer #	Date	Type	Instrument	Instr #	Book	Page	From	To
15439	11/16/2007	Change Ownership	Warranty Deed				Guhl, Douglas A, Cynthia M Guhl & Joel M Guhl	Guhl, Cynthia M & Joel M Guhl
11311	11/1/2005	Change Ownership	Trustee's Deed				Guhl, Cynthia M & Anna R	Guhl, Douglas A, Cynthia M Guhl & Joel M Guhl

#### Transfers

Date	Owner 1	Owner 2	Book & Page	Amount
11/16/2007	GUHL, DOUGLAS A			\$17,333.00
11/1/2005	GULH, CYNTHIA & RICHISON, ANNA CO-TR			\$0.00

#### Notes

11/19/2007	Transfers	Transfer from: GUHL, DONNA R Date of Transfer: 11/01/94 Transfer from: Guhl, Cynthia M & Anna C Richison, Co-Trustees of the Donna R Guhl Testamentary Trust Date of Transfer: 11-1-05 Transfer from: Guhl, Douglas A, Cynthia M Guhl & Joel M Guhl Date of Transfer: 11-16-07
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**No data available for the following modules:** Residential Dwellings, Deductions. [Click here for help.](#)

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## REAL ESTATE PURCHASE AGREEMENT

1. Agreement. Buyer agrees to purchase and Seller agrees to sell real estate located in the City of Huntington, County of Huntington, State of Indiana, more particularly described as set forth in Exhibit "A" (to be supplemented), and commonly known as 700 E. Market Street, Huntington, Indiana, (the "Property"). The sales price shall be \_\_\_\_\_ (\$ \_\_\_\_\_) plus a 3% Buyers Premium, making the total purchase price under this agreement \_\_\_\_\_ (\$ \_\_\_\_\_) ("the purchase Price").
2. Terms. The terms of the purchase shall be payment in cash of the full purchase price, less the earnest money paid, upon execution and delivery to Seller of a corporate warranty deed. No Representation or Warranty as to Condition. The Property is being sold and delivered "AS IS" and "WHERE IS" in its present condition, or as such condition exists on the closing date. Seller disclaims any, and makes no further, warranty or representation as to the Property including as to the condition of any improvements, fixtures, soil conditions, or any environmental conditions on the Property. Buyer is not relying on any representations of Seller or its Agent in connection with this transaction.
3. Taxes & Assessments. The real estate taxes assessed for the current year, due and payable in the year following closing shall be prorated to the day of final closing.
4. Financing. Buyer agrees and acknowledges that Buyers obligation to purchase is not subject to any financing condition or other contingency.
5. Proof of Title. Seller will provide a policy of Owners Title insurance insuring in Buyer marketable title to the real estate as of a date after the date hereof.
6. Disclaimers: Charleston Auctions and Charleston Real Estate, and its agents, are exclusive agents of the seller in this transaction.
7. Survey: Seller will not be responsible for providing Buyer a Survey. Buyer is responsible for procuring a Survey if Buyer or Buyer's lender requires a Survey of any of the purchased property.
8. Closing: The real estate shall close on or before March 26, 2010. The closing fee shall be paid by Buyer.
9. Possession: Seller shall give possession of the real estate to the buyer on the day of final closing.
10. Binding. For valuable consideration, the parties agree that this Agreement shall constitute a binding agreement, and Buyer herewith deposits \_\_\_\_\_ (\$ \_\_\_\_\_) with Seller, which is an amount equal to ten percent (10%) of the purchase price, including the buyer's premium, evidencing Buyer's good faith as a nonrefundable Earnest Money Deposit, to be held by Charleston Real Estate and to be applied towards the Purchase Price if the parties consummate the transaction. If the parties do not consummate the transaction, for any reason, the Earnest Money Deposit shall become the property of Seller and Charleston Real Estate and shall be non-refundable under any and all circumstances. In the event Buyer shall fail or refuse to conclude the sale on the terms herein set forth for any reason not provided for herein, then Seller shall be entitled to all equitable or legal remedies, including to retain the sum herewith deposited as earnest money and receive actual attorneys' fees incurred. Again, the Earnest Money Deposit shall be nonrefundable except in the event of Seller's refusal to convey the Property.
11. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer may not assign this Agreement or any interest therein without the written consent of Seller. Time is of the essence regarding this Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or negotiations between such parties, and may be amended, supplemented or changed only by an agreement in writing which makes specific reference hereto and which is signed by the party against whom enforcement of any such amendment, supplement or modifications is sought. Noble County, Indiana shall be the preferred venue in the event any legal proceedings become necessary.

"SIGNATURE PAGE TO FOLLOW"

IN WITNESS WHEREOF, the parties hereto agree this Agreement shall be effective this \_\_\_\_\_ day of February, 2010.

Seller:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

Buyer:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address/Phone #)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Address/Phone #)



## **Real Estate Terms & Conditions:**

**Method of Payment:** A non-refundable earnest money deposit of Ten Percent (10%) of the purchase price will be required the day of sale with the balance due the day of final closing. Closing to be within 30-45 days of auction. This real estate is being sold for cash and your bidding is not contingent upon financing. Have your financing prearranged prior to auction day.

**Acceptance of Bid:** Successful bidder will be required to enter into a purchase agreement immediately following the auction at the site. The properties are selling subject to confirmation of the seller.

**Buyer's Premium:** In order to determine the final sales price of the real estate, a 3% buyer's premium will be added to the winning bid.

**Title:** Seller will provide buyer with a commitment of title insurance in the amount of the purchase price insuring the transfer and marketability of title. Seller will provide buyer with a fully executed deed transferring title to the buyer.

**Taxes:** Shall be prorated to the day of closing.

**Possession:** Day of final closing.

**Agency:** Charleston Auctions/ Charleston Real Estate are the exclusive agents of the seller.

**Survey:** The seller will not provide buyer with a survey. If buyer or buyer's lender requires a survey, it will be at the sole cost of the buyer.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the Terms and Conditions outlined in the Purchase Agreement. The property is being sold on AS IS, WHERE IS basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions made by the Auctioneer are final.

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**



*First American*

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10016 Auburn Park Dr., Fort Wayne, Indiana 46825 Phone: (260)497-9469 Fax: (260)489-0584

## SCHEDULE A

Commitment No.: 478389  
2511

Date Printed: February 04, 2010

1. Commitment Date: January 20, 2010 @ 8:00 AM

2. Policy or Policies to be issued: Policy Amount  
(a) ALTA Owners Policy 2008 (1-01-08) \$1,000.00

Proposed Insured:  
To Be Determined

Policy or Policies to be issued: Policy Amount  
(b) ALTA Loan Policy (6-17-06) \$1,000.00

Proposed Insured:  
To Be Determined, its successors and assigns, as their interests may appear, as defined in the paragraph entitled "Definitions of Terms" contained in this Policy.

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Cynthia M. Guhl and Joel M. Guhl as joint tenants with right of survivorship

4. The land referred to in this Commitment, situated in the County of Huntington, State of Indiana, is described as follows:

Lot Fifty-six (56) and the West half of Lot Number Fifty-seven (57) in William G. Foust's Addition to the City of Huntington, Indiana.

700 E Market St - 2 Parcels Huntington IN 46750



Issued By: Metropolitan Title Company, a division of First American Title Insurance Co.  
For questions regarding this commitment contact;  
(260)497-9469 or fax to (260)489-0584  
10016 Auburn Park Dr.  
Fort Wayne, IN 46825

## Schedule B – Section I

Commitment No.: 478389

### *General Requirements*

The following requirements must be met:

- a. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- b. Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- c. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- d. Pay us the premiums, fees and charges for the policy.
- e. You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- f. Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

End of Schedule B - Section I

Schedule B - Section II

### *Part One: General Exceptions*

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

1. Rights or claims of parties in possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown on the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.

Schedule B - Section II  
Continued on next page

Schedule B - Section II  
Continued

*Part Two: Specific Exceptions*

1. Effective July 1st, 2009, in accordance with Indiana Code 27-7-3.7, all funds in connection with an escrow transaction we are closing must meet the following requirements:
  - a) Funds from a single party to the transaction in the aggregate amount \$10,000.00 or more must be received in the form of a wire transfer unconditionally and irrevocably credited to our account prior to disbursement. Automated Clearing House (ACH) transactions will not be acceptable.
  - b) Funds from a single party to the transaction in the aggregate amount of less than \$10,000.00 must be received by wire transfer, certified check or cashiers check. Automated Clearing House (ACH) transactions will not be acceptable.
2. NOTE: Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.

The affirmation statement must appear after the point of the Prepared By statement at the conclusion of the document, or be an additional page, if necessary.

3. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must provide to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.
4. NOTE: By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD-1 form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
5. Real estate taxes assessed for the year 2008 are due in two installments payable May 10, 2009 and November 10, 2009:  
Parcel No.: 35-05-14-200-253.900-005 (Lot 56)  
May Installment of \$1,371.27 is paid  
November Installment of \$1,371.27 is paid

Tax Year:	Current Year 2008 due 2009	Next Year 2009 due 2010
Land:	\$ 6,600.00	\$0
Improvements:	\$ 72,100.00	\$0
Homeowners Exemption:	\$ 0	\$0
Mortgage Exemption:	\$ 0	\$0
Other Exemption:	\$ 0	\$0

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2009 due in May and November, 2010.

6. Real estate taxes assessed for the year 2008 are due in two installments payable May 10, 2009 and November 10, 2009:  
Parcel No.: 35-05-14-200-253.800-005 (Lot 57)  
May Installment of \$113.26 is paid  
November Installment of \$113.26 is paid

Tax Year:	Current Year 2008 due 2009	Next Year 2009 due 2010
Land:	\$ 6,500.00	\$0
Improvements:	\$ 0	\$0
Homeowners Exemption:	\$ 0	\$0
Mortgage Exemption:	\$ 0	\$0
Other Exemption:	\$ 0	\$0

NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.

Taxes for the year 2009 due in May and November, 2010.

7. Building setback lines and utility easements, as shown on the recorded subdivision plat.
8. Covenants, Conditions, Restrictions, Utility and Drainage easements and setback lines and any amendments thereto as disclosed on the recorded plat of subdivision.
- We delete any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC3604(c).
9. Charges or assessments, if any, described herein, by reason of the establishment and creation of the Homeowners Association.

Note: For informational purposes only and same to be omitted from the final policy, when issued:

The following are the vesting deed of record and all of the deeds, if any, affecting the land described in Schedule A hereof recorded within 36 months preceding the effective date hereof:

VESTING DEED:

Grantor: Douglas A. Guhl  
Grantee: Cynthia M. Guhl and Joel M. Guhl  
Date of Recording: November 16, 2007  
Recorded: Instrument Number 2007006504 (Lot 56 & 57)

Grantor: Cynthia M. Guhl and Anna C. Richison, Co-Trustees of the Donna R. Guhl Testamary Trust  
Grantee: Douglas A. Guhl, Cynthia M. Guhl, and Joel M. Guhl  
Date of Recording: November 1, 2005  
Recorded: Instrument Number 2005006843 (Lot 56 & 57)

Grantor: Mark L. Guhl as Personal Representative of the Estate of Donna R. Guhl, deceased  
Grantee: Cynthia M. Guhl and Anna C. Richison  
Date of Recording: November 1, 1994  
Recorded: Deed Record 254, page 809 (Lot 56 & 57)

Grantor: Mark L. Guhl and Donna R. Guhl  
Grantee: Donna R. Guhl

Date of Recording: January 6, 1993  
Recorded: Deed Record 250, page 619 (Lot 56 & 57)

Grantor: Dean E. Guhl and Ruth A. Guhl  
Grantee: Mark L. Guhl and Donna R. Guhl  
Date of Recording: June 28, 1991  
Recorded: Deed Record 247, page 108 (Lot 56 & 57)

Grantor: Otto J. Guhl and Emma E. Guhl and Raymond F. Guhl and Marie I. Guhl  
Grantee: Dean Guhl and Mark L. Guhl  
Date of Recording: May 22, 1973  
Recorded: Deed Record 215, page 776 (Lot 56)

Grantor: Jack Courtland Shoemaker and Blanch V. Shoemaker  
Grantee: Mark L. Guhl and Donna R. Guhl and Dean E. Guhl and Ruth A. Guhl  
Date of Recording: October 24, 1966  
Recorded: Deed Record 207, page 148 (Lot 57)

NOTE: The final Loan Policy will include the following Endorsements:  
Comprehensive Endorsement No. 1 (ALTA 9)  
Environmental Protection Lien Endorsement (ALTA 8.1)

End of Schedule B - Section II

**Commitment for Title Insurance**  
**FIRST AMERICAN TITLE INSURANCE COMPANY.**



First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

*First American Title Insurance Company*

BY  PRESIDENT  
ATTEST  SECRETARY



**CONDITIONS:**

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim of other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

Issued by: **Metropolitan Title Company, a division of First American Title Insurance Co.**  
10016 Auburn Park Dr.  
Fort Wayne, Indiana 46825  
Ph: (260)497-9469 or Fax to: (260)489-0584

## NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We want you to know that the privacy and confidentiality of your personal information is very important to Metropolitan Title Company, . We value your business and we want to retain your trust. In the course of providing products and services to you, we may obtain nonpublic personal information about you. We are required by law to provide you with this notice in order to inform you how Metropolitan Title Company collects, uses and safeguards your nonpublic personal information. This notice also tells you how you can limit our disclosure of personal information about you.

### **What Information Do We Collect**

We may obtain nonpublic personal information about you from the following sources:

- Information we receive from you from applications or other forms;
- Information about your transaction with us from our files or from our affiliates;
- Information about your transaction with nonaffiliated third parties such as your real estate agent or lender;

The information we obtain includes, but is not limited to, your name, address, social security number, employer, income, account information from financial institutions, parties to a transaction and credit card usage.

### **What Information Do We Disclose**

To meet your needs with quality products and services we may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

#### AFFILIATES

Our affiliates are the family of companies controlled by Metropolitan Title Company, or under common control with another company. We may share the types of information described above, as permitted by law, with our affiliates for purposes of marketing or market research.

#### NON-AFFILIATES

Nonaffiliated third parties are those not part of the family of companies controlled by Metropolitan Title Company, or not under common control with another company.

#### Service Providers, Contractors

Any service providers or contractors used by Metropolitan Title Company, are required to follow the terms of our Privacy Policy. Access to your nonpublic personal information by a service provider or contractor is restricted to the purpose for which they have been retained by Metropolitan Title Company, .

#### Joint Marketing

We may disclose your personal information to a nonaffiliated third party that we have an agreement with to perform joint marketing of products or services that we feel may interest you.

#### Other Non-Affiliates

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

METROPOLITAN TITLE COMPANY, DOES NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT THEIR CUSTOMERS OR FORMER CUSTOMERS EXCEPT, AS PERMITTED OR REQUIRED BY LAW.

### **The Confidentiality and Security of Your Nonpublic Personal Information**

Metropolitan Title Company, restricts the access to your nonpublic personal information to those employees who need to know the information in order to provide products and/or services to you. Our employees are required to maintain the confidentiality and privacy of our customers. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Changes to this policy

We may amend this policy at any time, and we will inform you of any changes as required by law.

#### Your Privacy Choices

The law allows us to share with our affiliates your personal information and information about our transactions or experiences with you. The law also allows us to share your personal information with our contractors and service providers.

If you prefer that we not disclose information about you to nonaffiliated third parties, you may direct us not to share this information by contacting our Office at [comments.mi@firstam.com](mailto:comments.mi@firstam.com) . Please provide your name, address including city and state of the property and our file number.