

Auction Tracts 5, 6, 7 & 8

Preliminary Title Insurance Schedules

(Effective Date: May 23, 2014)

(Amended: July 15, 2014)

Prepared by:

**Metropolitan Title of Indiana LLC
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545
Tel: 574-271-2450**

For:

**Auction conducted on July 23, 2014
by Schrader Real Estate and Auction Company, Inc.
on behalf of RJ Newton Farms, LLC**



SCHEDULE A

Commitment No.: 4041-57867

1st Amended Date Printed: July 15, 2014

1. Commitment Date: May 23, 2014 @ 8:00 AM

2. Policy or Policies to be issued:	Policy Amount
(a) ALTA Owners Policy (6-17-06)	\$500.00

Proposed Insured:
To Be Determined

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
RJ Newton Farms, LLC, an Indiana limited liability company

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

Parcel I:

A parcel of land containing 15 acres, taken off of and from the entire width of the north end of the East Half of the Southeast Quarter of Section 28, Township 36 North, Range 2 East.

EXCEPTING THEREFROM:

A tract of land in the East Half of the Southeast Quarter of Section 28, Township 36 North, Range 2 East, St. Joseph County, Indiana, more particularly described as follows:

Beginning at an iron rod at the northeast corner of the Southeast Quarter of said Section 28, Township 36 North, Range 2 East; thence on and along the north line of said Southeast Quarter on an assumed bearing of North 90 degrees 00 minutes 00 seconds West, a distance of 703.65 feet to an iron rod in a North-South wire fence; thence South 0 degrees 41 minutes 00 seconds West on and along said fence a distance of 490.94 feet to a wood corner fence post; thence 89 degrees 44 minutes 15 seconds East on and along a wire fence and its eastward projection a distance of 692.30 feet to the east line of said Southeast Quarter; thence North 1 degrees 59 minutes 40 seconds East on and along said east line a distance of 494.41 feet, more or less, to the point of beginning.

Parcel II:

The Northeast Quarter of said Section 28, Township 36 North, Range 2 East, excepting therefrom a parcel of land containing 50 acres, taken off of and from the entire length of the west side thereof; also excepting a parcel of land described as follows, viz: Beginning 29.19 chains West of the northeast corner of said Section 28; running thence South a distance of 13.04 chains; thence East 13.04 chains; thence North 13.04 chains; thence West 13.04 chains to the place of beginning, said in previous deeds to leave a balance of 93 acres, and said in previous deeds to contain in all 108 acres, in St. Joseph County, Indiana.

EXCEPTING THEREFROM:

Lot Numbered One (1) as shown on the plat of Newton's Osborne Road Minor Subdivision, recorded July 2, 2009 in the Office of the Recorder of St. Joseph County, Indiana, as Instrument No. 0922161.

Parcel III:

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 2 EAST, UNION TOWNSHIP, ST. JOSEPH COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE SOUTH 89 DEGREES 37 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 186.78 (186.79 DEEDED) FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 37 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 622.15 (622.14 DEEDED) FEET; THENCE SOUTH 1 DEGREE 40 MINUTES 26 SECONDS WEST, A DISTANCE OF 2657.84 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 32 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 28.65 FEET; THENCE NORTH 24 DEGREES 42 MINUTES 19 SECONDS WEST, A DISTANCE OF 1299.02 FEET; THENCE NORTH 33 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 59.99 FEET; THENCE NORTH 0 DEGREES 14 MINUTES 00 SECONDS WEST, A DISTANCE OF 1430.28 FEET TO THE PLACE OF BEGINNING.

Subject to legal highways.

65345 Maple Road Lakeville IN 46536

THIS COMMITMENT OR FORECLOSURE GUARANTEE COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSUREDS ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



Issued By: Metropolitan Title of Indiana LLC
For questions regarding this commitment contact;
(574)271-2450 or fax to (574)243-1931
4100 Edison Lakes Parkway, Ste. 120
Mishawaka, IN 46545

Schedule B – Section I

Commitment No.: 4041-57867

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 Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

End of Schedule B - Section I

Schedule B - Section II

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.

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.
6. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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 be provided 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. NOTE: Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transaction, closing protection letters are available upon request, but are not mandatory. First American Title Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.
6. Real estate taxes assessed for the year 2013 are due in two installments payable May 10, 2014 and November 10, 2014:
Parcel No.: 019-1035-051101 / 71-13-28200-005.000-027
May Installment of \$1,757.87 shows paid
November Installment of \$1,757.87 shows paid

Tax Year: Current Year 2013 due 2014

Land:	\$170,400.00
Improvements:	\$2,000.00
Homeowners Exemption:	\$0.00
Mortgage Exemption:	\$0.00
Other Exemption:	\$0.00

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 2014 due in May and November, 2015.

7. Annual assessment for the maintenance of Upper Heston (32) and Yellow River (126), shows none due at this time.
Note: Subsequent assessments as required.
8. Indiana & Michigan Electric Company easement recorded December 30, 1938 in Deed Record 307, page 280.
9. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
10. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
11. Notwithstanding any reference to the acreage or quantity of land described on Schedule A, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule A.
12. Rights of the public and adjoining owners to the unobstructed flow of the waters of Heston Ditch.
13. Right of Way for drainage, flow and maintenance of Heston Ditch as set forth in IC 36-9-27-33.
14. We do not insure title to any portion of said premises that consists of artificial accretions, avulsions or fill.

Note: This commitment is for informational purposes only and no final title policy will be issued.

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.

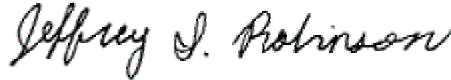
All liability and obligation under this Commitment shall cease and terminate six (6) months after the effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
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 of Indiana LLC**

4100 Edison Lakes Parkway, Ste. 120

Mishawaka, Indiana 46545

Ph: (574)271-2450 or Fax to: (574)243-1931



Privacy Information
We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

#52307.

COMPARED

24-No. 2740. *cat*

E. S. Holdeman (single).
~~Successor, Indiana~~ party
of the first part.

To
Indiana & Michigan Electric
Company, a corporation organized
and existing under the laws of
the State of Indiana, party of the
second part.

right, privilege and authority to said party of the second part, its
successors, assigns, lessees, and tenants to construct, erect, operate
and maintain a line of poles and wires for the purpose of transmitting
electric or other power, including telegraph or telephone wires in, on,
along, over, through or across and also along any highway as now or
hereafter laid out abutting the following described lands situated in
Union Township, in the County of St. Joseph in the State of Indiana,
and part of Section No. 28 Township No. 36-N and Range No. 2-E and
bounded and described as follows:

On the North by the lands of - A. S. Mottingly and North Line of
Sec. #28

On the East by the lands of - C. L. Shafer

On the South by the lands of - C. R. Nettrous and J. F. Auer

On the West by the lands of - A. & M. Howell (108 acres)

Deed of Easement.

Dated September 14th, 1938.

Recorded December 30th, 1938.

Deed Record 307, page 280.

Consideration \$1.00 and the
contemplated plan of furnishing
service in the vicinity.

Grants, bargains, sells, con-
veys, and warrants, a right of
way and easement with the