

IMPORTANT INDIANA LAND AUCTION

346± acres

Wayne Co. (Green, Webster & Center Townships)
near RICHMOND, IN

(3) Farms offered in 9 Tracts

The Sittloh Farms present a great opportunity for the farmer, investor, & rural home buyer.

Come examine all the possibilities these unique farms have to offer!

INFORMATION BOOKLET



ONLINE BIDDING
AVAILABLE

SCHRADER
Real Estate and Auction Company, Inc.

TUESDAY, JANUARY 23 • AT 6:00 PM

Held at the Kuhlman Youth Center located at the Wayne County Fairgrounds, 861 N. Salisbury Rd., Richmond, IN

DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

OWNER: DAVID AND NORMA SITTLOH FAMILY TRUST
Auction Company: Schrader Real Estate and Auction Company, Inc.

REAL ESTATE AUCTION TERMS & PROCEDURES

PROCEDURES: The property will be offered in 9 individual tracts, any combination of tracts, or as a total 346± acre unit (subject to Swing Tract Limitations). There will be open bidding on all tracts and combinations, during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

DOWNPAYMENT: Real Estate 10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash, cashier's check, personal check or corporate check. **Your bidding is not conditional upon financing**, so be sure you have arranged financing, if needed and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

EVIDENCE OF TITLE: The Seller will provide a Preliminary Title Opinion for the review of the prospective buyer(s). At closing, the Seller will provide a Title insurance policy in the amount of the purchase price. All tracts sold "As-Is".

DEED: Seller(s) shall provide a Trustee's Deed.

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before **February 23, 2018**.

POSSESSION: Possession on all tracts will be delivered at closing. Buyer to receive **2018 CROP RIGHTS!**

REAL ESTATE TAXES / ASSESSMENTS: Seller will pay 2017 taxes due and payable in 2018 by giving the Buyer a credit at closing equal to the last assessed amount.

ACREAGE: All boundaries are approximate and have been estimated based on current legal descriptions.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

SURVEY: A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. If a survey is needed, Buyer(s) and Seller will share survey expense 50:50. If the property sells in its entirety, no new survey will be completed.

EASEMENTS & LEASES: Sale of the property is subject to any and all easements of record.

MINERAL RIGHTS: The sale shall include 100% of the mineral rights owned by the Seller.

AGENCY: Schrader Real Estate and Auction Company, Inc. and its representatives are exclusive agents of the seller.

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 of 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

For Information call Auction Managers:

Andy Walther: 765-969-0401 or Steve Slonaker: 877-747-0212 or 765-969-1697



SCHRADER REAL ESTATE AND AUCTION CO., INC.

950 N. Liberty Dr., Columbia City, IN 46725

260-244-7606 or 800-451-2709 • www.SchraderAuction.com

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An aerial photograph of a vast, golden-brown cornfield stretching across a rural landscape. The field is organized into neat, parallel rows. In the background, there are rolling hills, scattered trees with autumn foliage, and a few buildings. The sky is filled with soft, grey clouds. Overlaid on the center of the image is the text 'REGISTRATION FORMS' in large, bold, white letters with a black outline. Below this, two numbered items are listed in a similar bold, white font with black outlines.

REGISTRATION FORMS

**(1) Pre-Registration for Attending
Bidders (Optional)**

**(2) Online bidding for Non-Attending
Bidders (Required)**

BIDDER PRE-REGISTRATION FORM

TUESDAY, JANUARY 23, 2018

346 ACRES – GREENS FORK, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Fax # 260-244-4431, no later than Tuesday, January 16, 2018.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

**Online Auction Bidder Registration
346± Acres • Greens Fork, Indiana
Tuesday, January 23, 2018**

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Tuesday, January 23, 2018 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431

For wire instructions please call 1-800-451-2709.

7. My bank routing number is _____ and bank account number is _____.
(This for return of your deposit money). My bank name, address and phone number is:

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, January 16, 2018**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

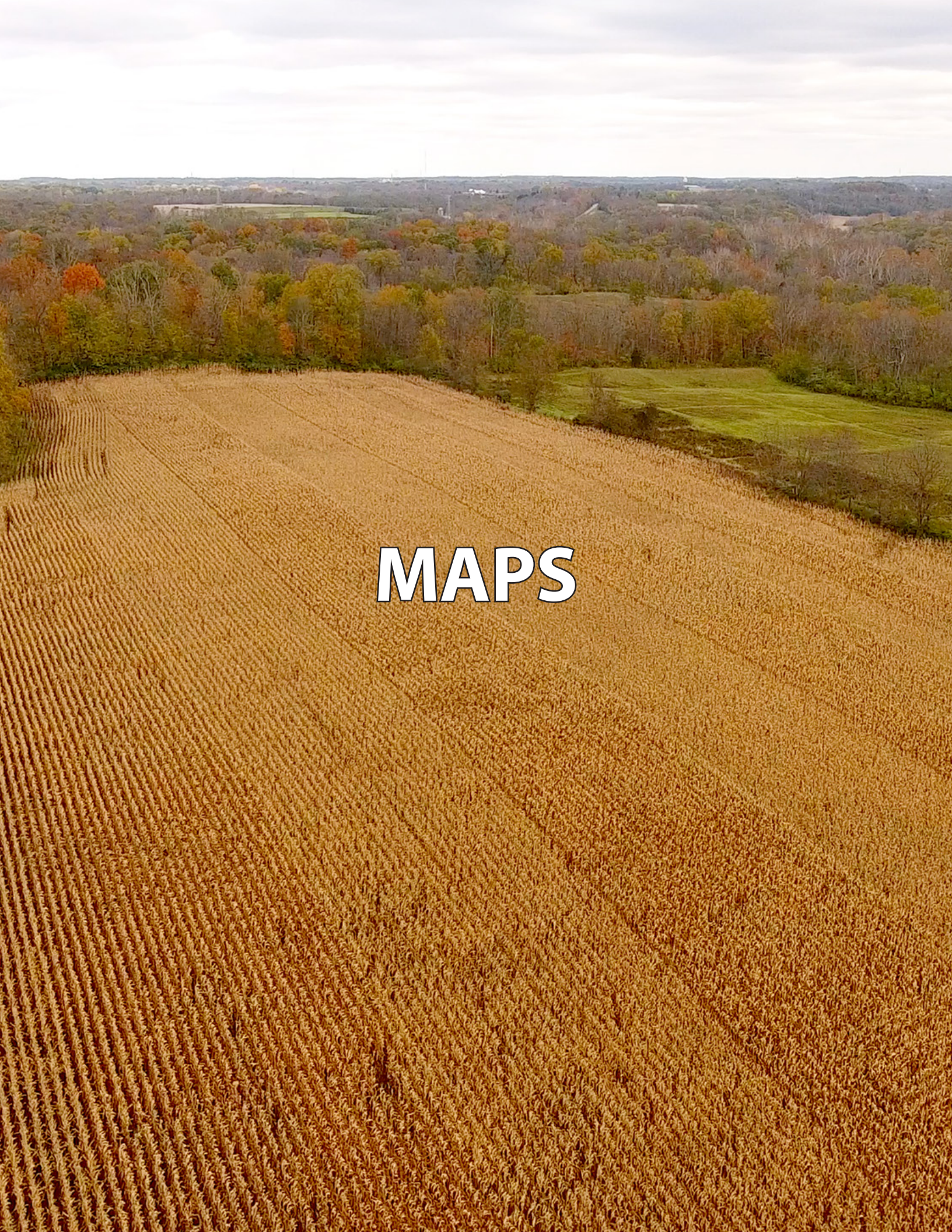
Printed Name

This document must be completed in full.

Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

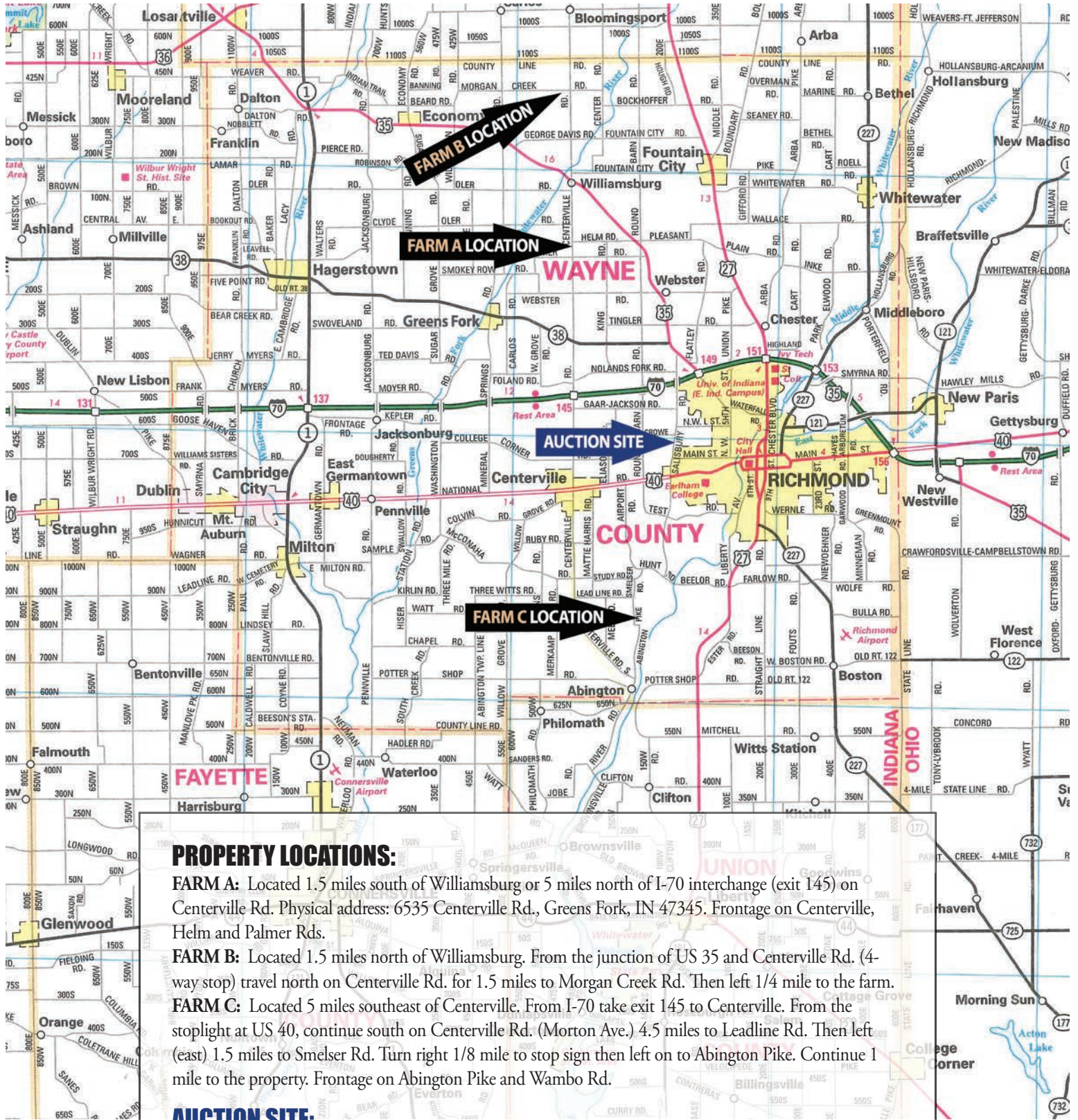
E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.



MAPS

LOCATION MAP



PROPERTY LOCATIONS:

FARM A: Located 1.5 miles south of Williamsburg or 5 miles north of I-70 interchange (exit 145) on Centerville Rd. Physical address: 6535 Centerville Rd., Greens Fork, IN 47345. Frontage on Centerville, Helm and Palmer Rds.

FARM B: Located 1.5 miles north of Williamsburg. From the junction of US 35 and Centerville Rd. (4-way stop) travel north on Centerville Rd. for 1.5 miles to Morgan Creek Rd. Then left 1/4 mile to the farm.

FARM C: Located 5 miles southeast of Centerville. From I-70 take exit 145 to Centerville. From the stoplight at US 40, continue south on Centerville Rd. (Morton Ave.) 4.5 miles to Leadline Rd. Then left (east) 1.5 miles to Smelser Rd. Turn right 1/8 mile to stop sign then left on to Abington Pike. Continue 1 mile to the property. Frontage on Abington Pike and Wambo Rd.

AUCTION SITE:

KUHLMAN YOUTH CENTER located at the Wayne Co. Fairgrounds, 861 N. Salisbury Rd., Richmond, IN 47374. From I-70, take exit 149A. At stoplight immediately south of interstate, turn right (Industries Rd.) and travel 1 mile to Salisbury Rd. Then left (south) 1 mile to the Fairgrounds.

TRACT MAP - FARM A



TRACT 1: 71± Acres nearly all tillable. This is an investment quality tract with extensive drainage tile and a good mix of Treaty, Miami and Strawn soils. Ease of farming operation with frontage on Palmer and Helm Rds. Located in the Northeastern School District.

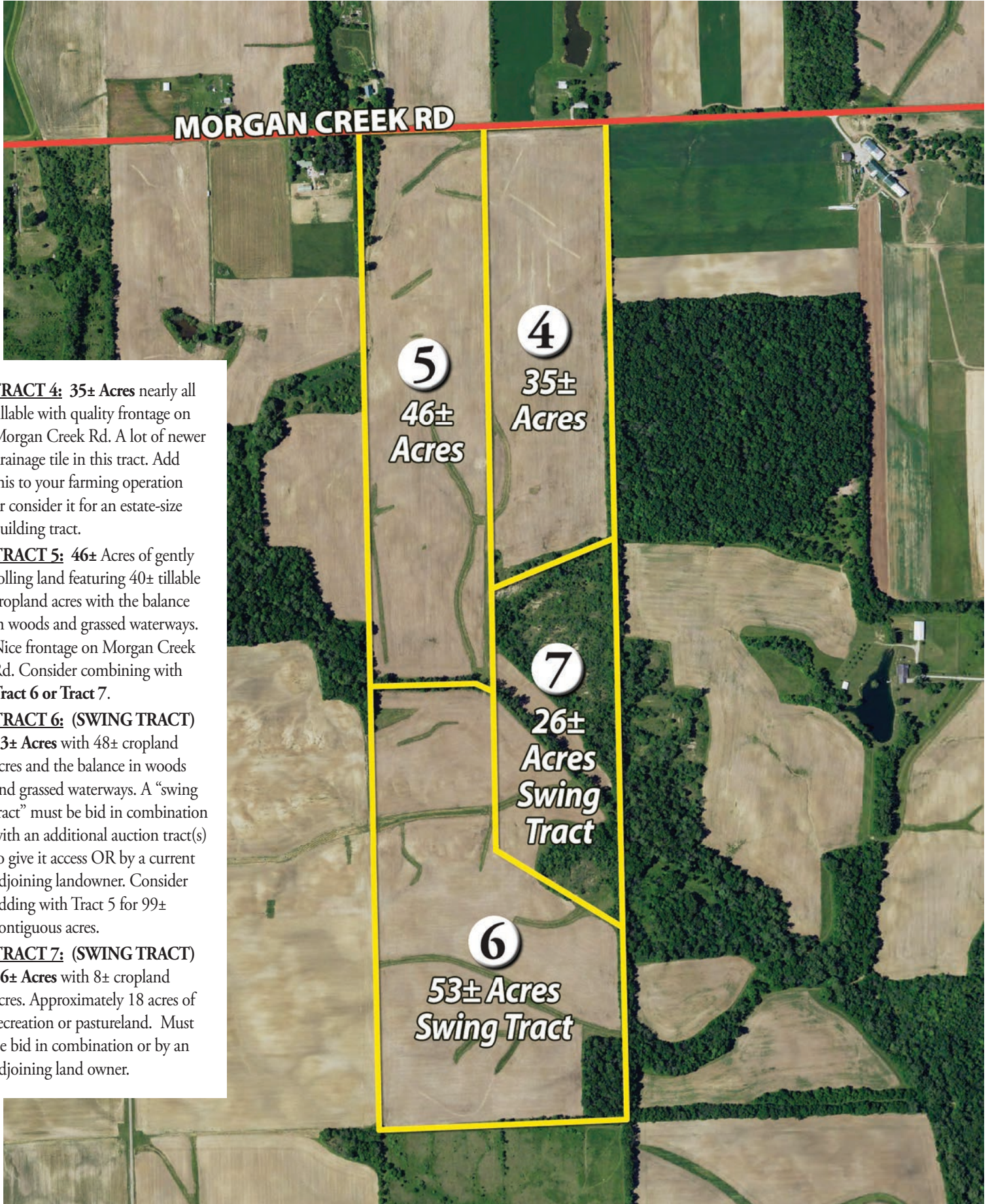
TRACT 2: 75± Acres nearly all tillable less 2.8 acres of CRP waterways. Extensive drainage tile and quality soils. Frontage on Centerville, Palmer

and Helm Rds. Consider combining with Tract 1 for 146± contiguous cropland acres.

TRACT 3: 14± Acres with 2-story country home, barns, silo, grain bins, support buildings. Located at 6535 Centerville Rd., Greens Fork, IN. Featuring: 3,120 sf home with vinyl windows, 4 BRs, 1 full BA, propane heat and C/A, attached 1-car 12' x 20' vinyl sided garage, spacious 2-story metal-sided livestock barn

with lean-to, 12'x50' concrete silo and 41'x80' concrete feedlot slab, newer 20'x30' metal-sided detached garage / workshop with overhead and service door, (2) 24'x17' steel grain bins and additional support buildings. Great location. Frontage on (2) roads. Take advantage of this opportunity. 10± acres of quality tillable land included with the improvements (only 2 miles to the Wayne Co. Produce Auction.

TRACT MAP - FARM B



MORGAN CREEK RD

TRACT 4: 35± Acres nearly all tillable with quality frontage on Morgan Creek Rd. A lot of newer drainage tile in this tract. Add this to your farming operation or consider it for an estate-size building tract.

TRACT 5: 46± Acres of gently rolling land featuring 40± tillable cropland acres with the balance in woods and grassed waterways. Nice frontage on Morgan Creek Rd. Consider combining with **Tract 6** or **Tract 7**.

TRACT 6: (SWING TRACT) 53± Acres with 48± cropland acres and the balance in woods and grassed waterways. A “swing tract” must be bid in combination with an additional auction tract(s) to give it access OR by a current adjoining landowner. Consider adding with Tract 5 for 99± contiguous acres.

TRACT 7: (SWING TRACT) 26± Acres with 8± cropland acres. Approximately 18 acres of recreation or pastureland. Must be bid in combination or by an adjoining land owner.

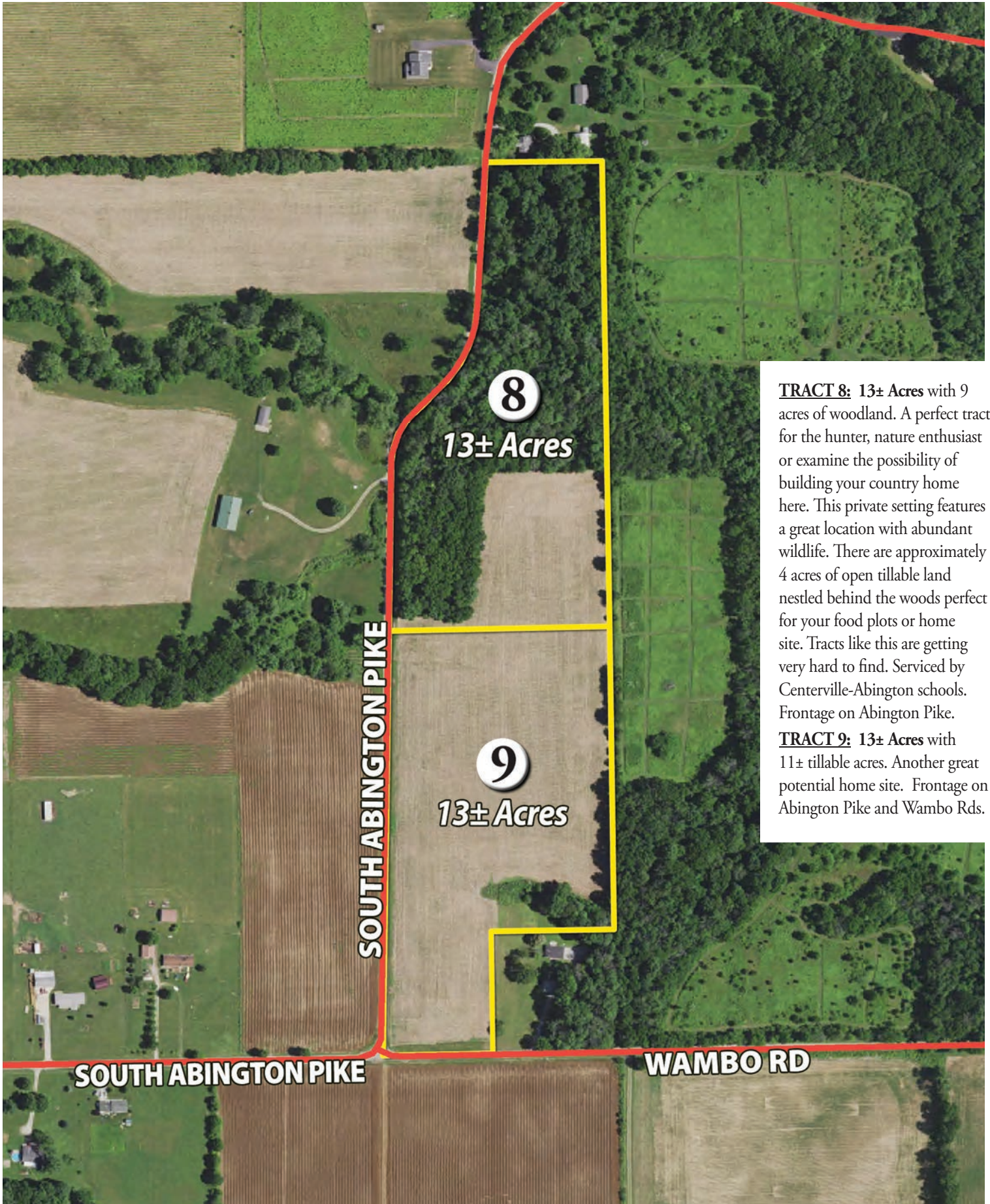
5
46±
Acres

4
35±
Acres

7
26±
Acres
Swing
Tract

6
53± Acres
Swing Tract

TRACT MAP - FARM C



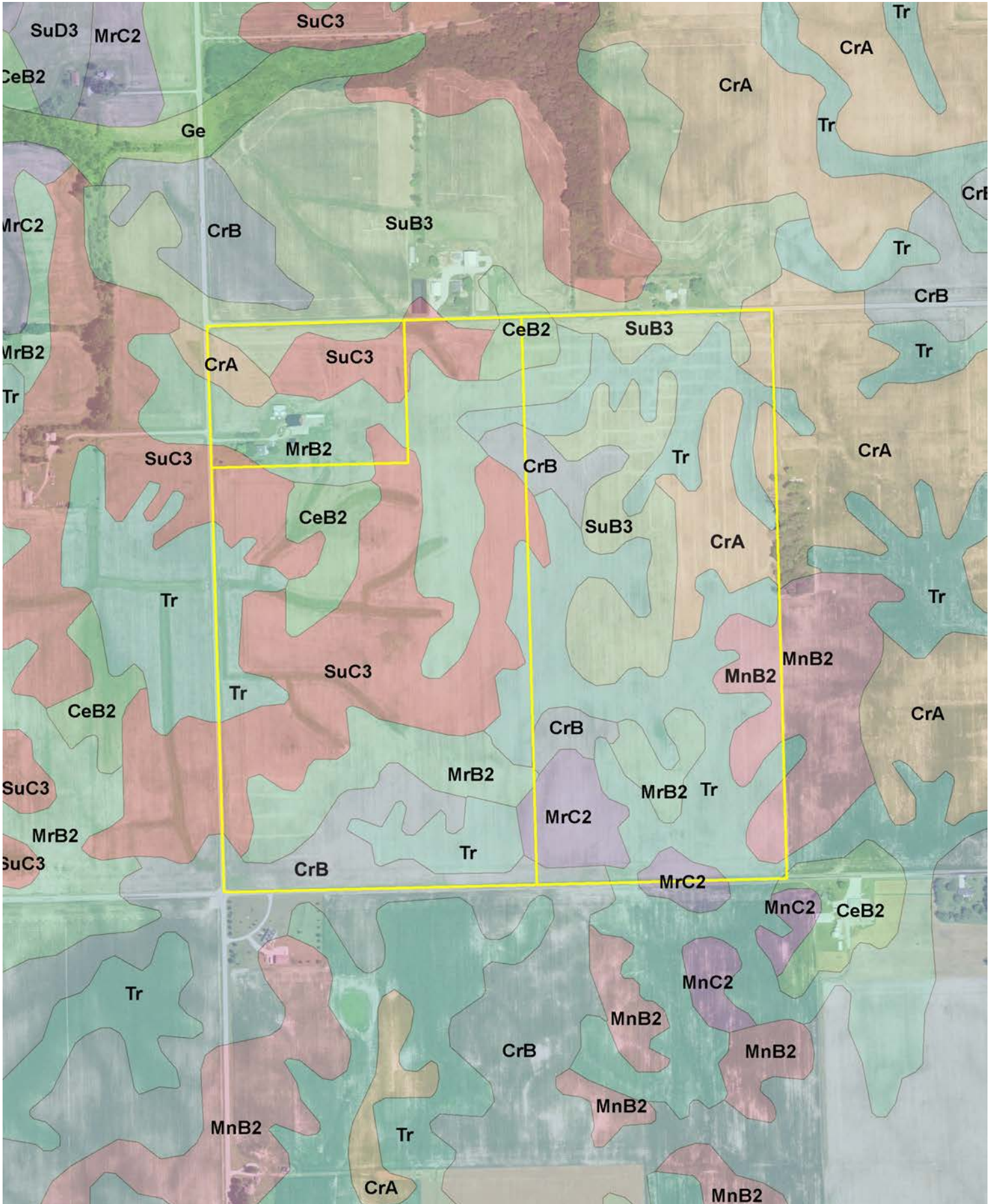
TRACT 8: 13± Acres with 9 acres of woodland. A perfect tract for the hunter, nature enthusiast or examine the possibility of building your country home here. This private setting features a great location with abundant wildlife. There are approximately 4 acres of open tillable land nestled behind the woods perfect for your food plots or home site. Tracts like this are getting very hard to find. Serviced by Centerville-Abington schools. Frontage on Abington Pike.

TRACT 9: 13± Acres with 11± tillable acres. Another great potential home site. Frontage on Abington Pike and Wambo Rds.

An aerial photograph of a rural landscape. In the center, a large field is marked with a grid pattern, possibly indicating a soil sampling or mapping area. The field is surrounded by dense trees with autumn foliage in shades of orange, yellow, and green. In the foreground, a paved road runs diagonally across the bottom left. The background shows a rolling landscape with more fields and a small town or village in the distance under a cloudy sky.

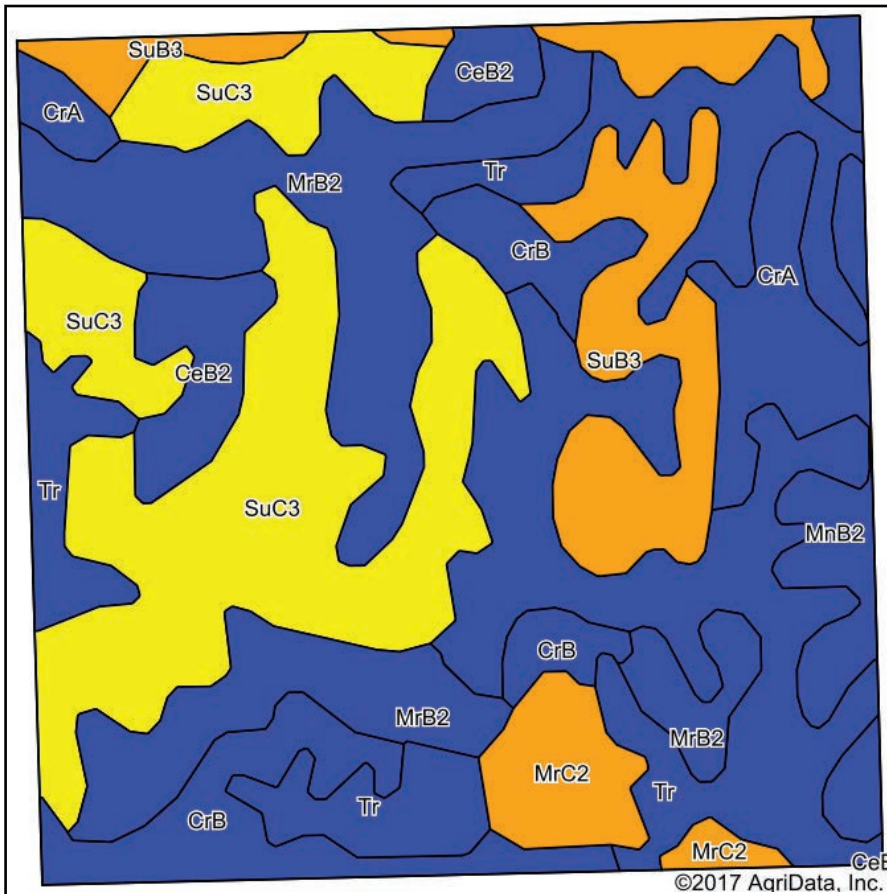
SOIL MAPS

SOIL MAP - FARM A

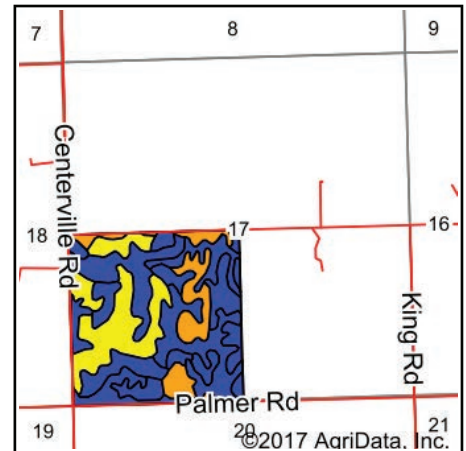


SOIL MAP - FARM A

Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wayne**
 Location: **17-17N-14E**
 Township: **Webster**
 Acres: **160**
 Date: **12/8/2017**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2017 www.AgriDataInc.com

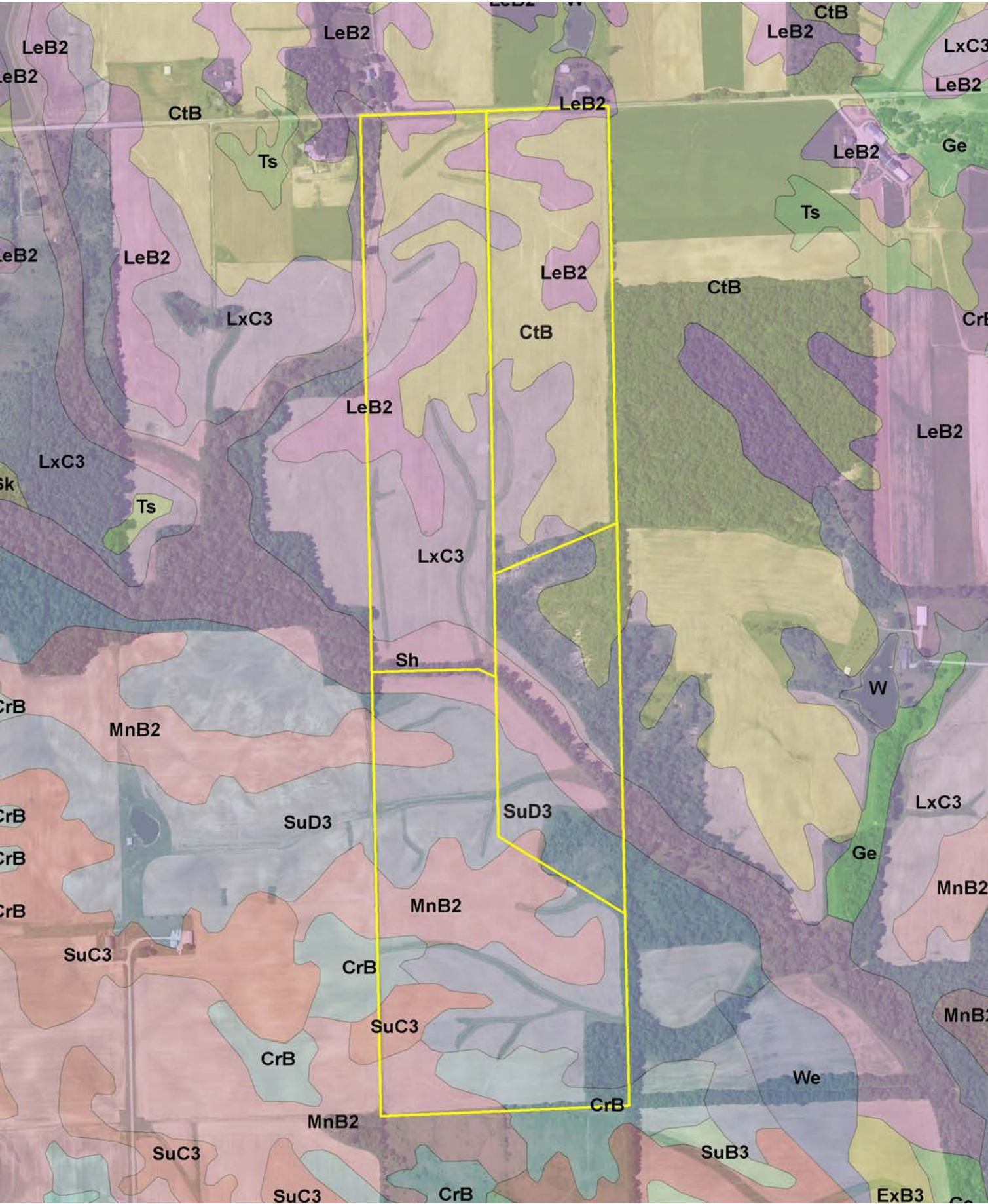


Area Symbol: IN177, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Soybeans	Winter wheat	Corn	Grass legume hay	Pasture	Oats	Wheat
Tr	Treaty silty clay loam, 0 to 1 percent slopes	39.64	24.8%		Ilw	51	69	173	6	12		
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	35.88	22.4%		IVe	43	54	121	4	8		
MrB2	Miami silt loam, gravelly substratum, 2 to 6 percent slopes, eroded	28.74	18.0%		Ile	45	63	126	4	9		
SuB3	Strawn clay loam, 2 to 6 percent slopes, severely eroded	15.98	10.0%		Ille	45	40	131	5	9		
CrB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	12.98	8.1%		Ilw	46	61	138	5	9		
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	9.98	6.2%		Ilw	41	49	123	5	1	59	
CeB2	Celina silt loam, 2 to 6 percent slopes, eroded	6.31	3.9%		Ile	40	52	118	4	8	67	43
MrC2	Miami silt loam, gravelly substratum, 6 to 12 percent slopes, eroded	5.70	3.6%		Ille	41	58	116	4	8		
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	4.79	3.0%		Ile	49	63	142	5	9		
Weighted Average						45.6	58.5	137.6	4.8	8.9	6.3	1.7

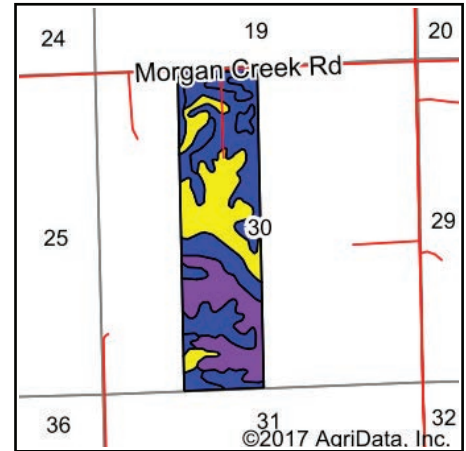
Soils data provided by USDA and NRCS.

SOIL MAP - FARM B



SOIL MAP - FARM B

Soils Map



State: **Indiana**
 County: **Wayne**
 Location: **30-18N-14E**
 Township: **Green**
 Acres: **160**
 Date: **12/8/2017**



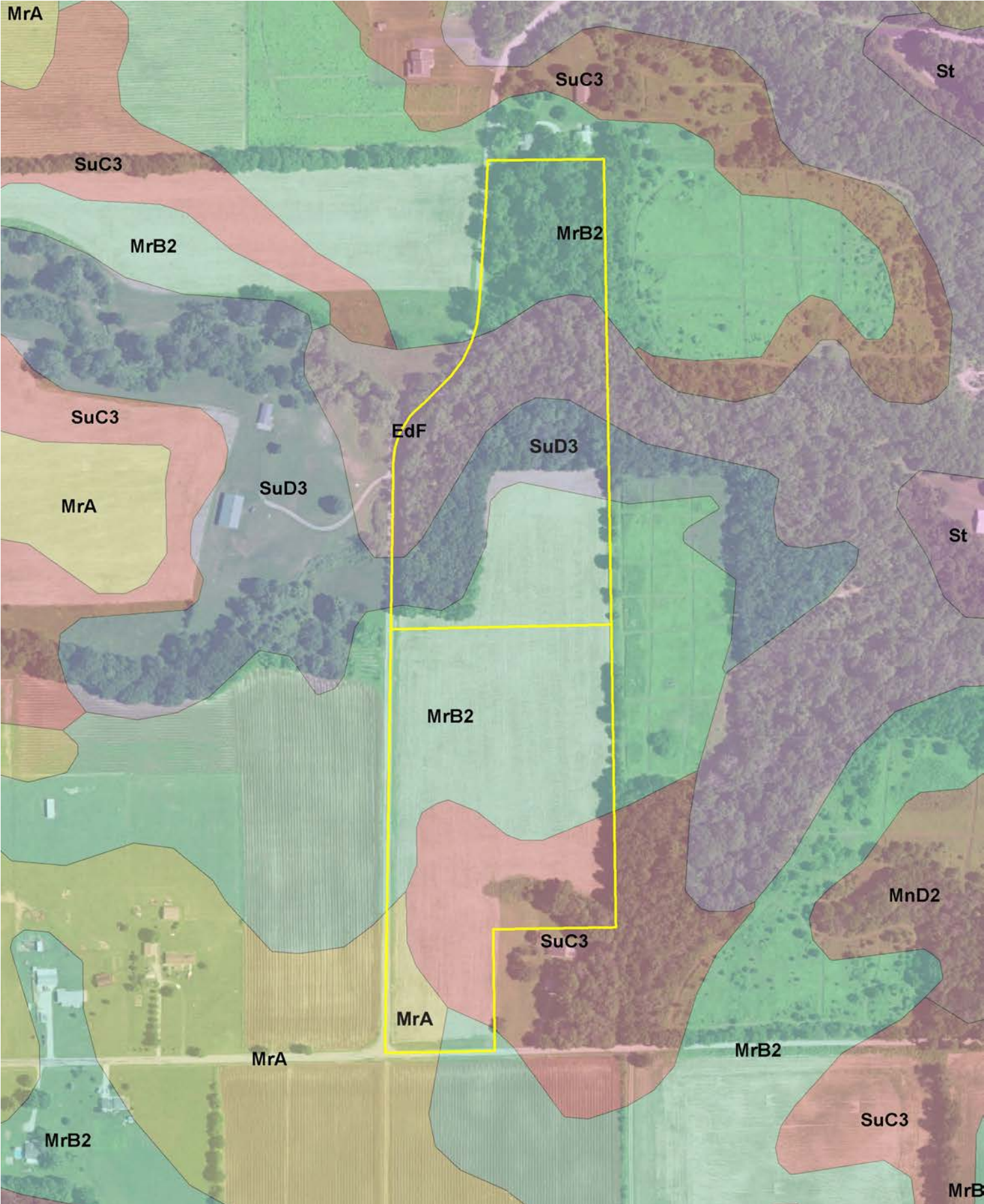
Soils data provided by USDA and NRCS.

Area Symbol: IN177, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	Tobacco
LxC3	Losantville clay loam, stony subsoil, 6 to 12 percent slopes, severely eroded	36.62	22.9%		IVe	113	4	8	39	50	
CTB	Crosby-Miami silt loams, stony subsoil, 1 to 3 percent slopes	36.21	22.6%		IIw	138	5	9	47	62	1163
SuD3	Strawn clay loam, 12 to 18 percent slopes, severely eroded	33.21	20.8%		VIe	106	4	7	38	53	
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	16.92	10.6%		IIe	142	5	9	49	63	
Sh	Shoals silt loam, occasionally flooded	14.27	8.9%		IIw	131	5	9	43	59	
LeB2	Losantville loam, stony subsoil, 2 to 6 percent slopes, eroded	13.83	8.6%		IIe	121	4	8	43	54	
CrB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	6.23	3.9%		IIw	138	5	9	46	61	
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	2.71	1.7%		IVe	121	4	8	43	54	
Weighted Average						123.7	4.5	8.3	42.7	56.4	263.2

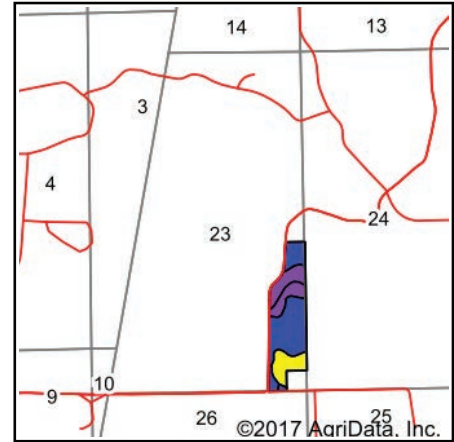
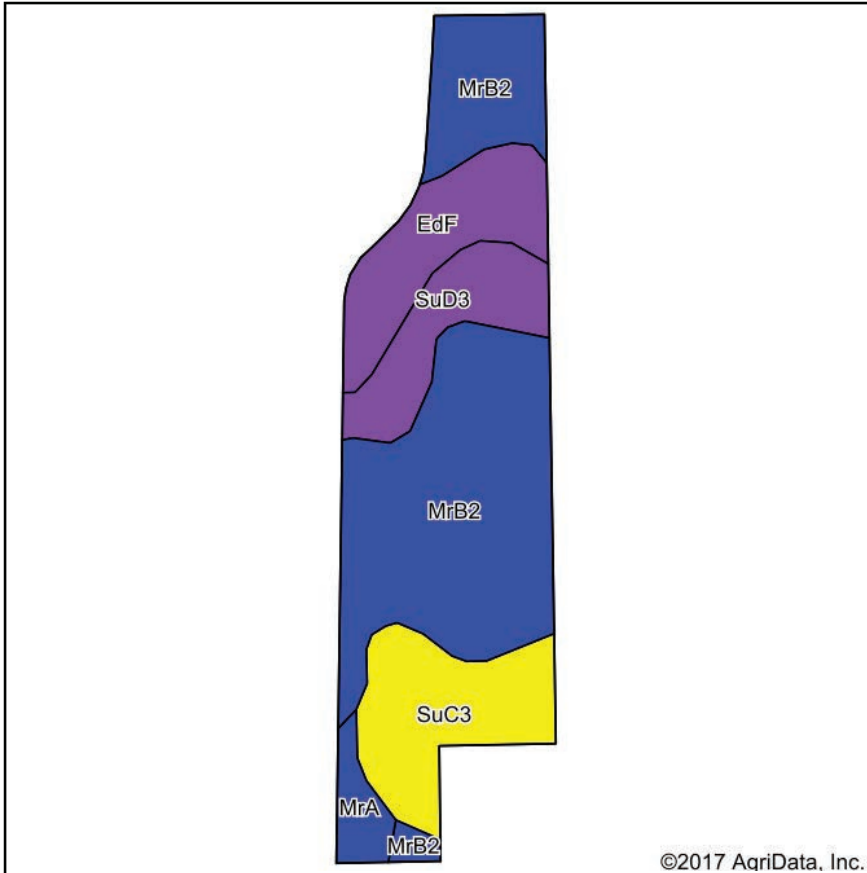
Soils data provided by USDA and NRCS.

SOIL MAP - FARM C



SOIL MAP - FARM C

Soils Map



State: **Indiana**
 County: **Wayne**
 Location: **23-13N-2W**
 Township: **Center**
 Acres: **26.2**
 Date: **12/8/2017**



Soils data provided by USDA and NRCS.

Area Symbol: IN177, Soil Area Version: 19

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Winter wheat	Corn	Grass legume hay	Pasture	Soybeans
MrB2	Miami silt loam, gravelly substratum, 2 to 6 percent slopes, eroded	13.83	52.8%		Ile	63	126	4	9	45
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	4.53	17.3%		IVe	54	121	4	8	43
EdF	Eden flaggy silty clay loam, 25 to 40 percent slopes	3.81	14.5%		VIIe					
SuD3	Strawn clay loam, 12 to 18 percent slopes, severely eroded	3.06	11.7%		VIe	53	106	4	7	38
MrA	Miami silt loam, gravelly substratum, 0 to 2 percent slopes	0.97	3.7%		IIIs	66	131	5	9	45
Weighted Average						51.2	104.7	3.5	7.3	37.3

Soils data provided by USDA and NRCS.



SURVEY COST ESTIMATE

SURVEY COST ESTIMATE

BEALS-MOORE & ASSOCIATES, INC.

122 South 8th Street
765-962-1023

Richmond, IN 47374

Email: gmoore@bealsmoore.com

QUOTE FOR SURVEYING SERVICES

November 10, 2017

Steve Slonaker
Schrader Real Estate & Auction Co.
7141 College Corner Road
Centerville, IN 47330

RE: Survey Quote for Sittloh Trust Farm, Wayne County

Dear Mr. Slonaker:

The cost to provide you with Surveys of tracts is as follows:

Farm A—Tracts 1, 2, & 3 located on Helm Road, North Centerville Road, 160 acres, more or less, create three (3) tracts, Wayne County, Indiana— deed and record research, field traverse, office calculations, drafting of plat, preparation of description, set corners, record survey

FEE FOR ABOVE SERVICES: \$ 2700.00

Farm B—Tracts 4, 5, 6, & 7—located on Morgan Creek Road , 160 acres, more or less--deed and record research, field traverse, office calculations, drafting of plat, preparation of description, set corners, record survey

FEE FOR ABOVE SERVICES: \$ 3400.00

Farm C—Tracts 8 & 9—located on Abington Pike, 26 acres, more or less, create two (2) tracts-- deed and record research, field traverse, office calculations, drafting of plat, preparation of description, set corners, record survey

FEE FOR ABOVE SERVICES: \$ 1700.00

Please sign below and return this form to our office if you would like us to proceed with this survey.

If you have questions please give me a call at 765-962-1023.

Sincerely,

Gordon E. Moore
Registered Licensed Surveyor

I, _____, authorize **Beals-Moore & Associates** to provide me with a survey as described above. I have reviewed Terms of Agreement printed on reverse side. **(Quote expires 60 days from above date.)**

Signature: _____

Date: _____

VISA/MASTERCARD ACCEPTED

An aerial photograph of a rural landscape during autumn. A large field of golden corn dominates the left and center. A paved road runs diagonally through the middle. To the right of the road is a field of green crops, possibly soybeans. In the background, there are more fields, some trees with yellow and orange leaves, and a small house. The sky is overcast.

USDA RECORDS

USDA RECORDS

FARM: 5066

Indiana

U.S. Department of Agriculture

Prepared: 11/2/17 9:30 AM

Wayne

Farm Service Agency

Crop Year: 2018

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
DONALD W SITTLOH	Division of 5049	2010 18177 77

Farms Associated with Operator:
778, 4754

CRP Contract Number(s): 1400, 1477

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
157.57	155.33	155.33	0.0	0.0	2.8	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	152.53	0.0	0.0				

ARC/PLC

ARC-IC
NONE

ARC-CO
CORN

PLC
NONE

PLC-Default
NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	152.3		121	0.0
Total Base Acres:	152.3			

Tract Number: 1121 **Description:** H4/2B SEC17 TWP17N R14E

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
157.57	155.33	155.33	0.0	0.0	2.8	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	152.53	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	152.3		121	0.0
Total Base Acres:	152.3			

Owners: NORMA J SITTLOH

Other Producers: None

USDA RECORDS

FARM: 5050

Indiana
Wayne

U.S. Department of Agriculture
Farm Service Agency

Prepared: 11/2/17 9:30 AM

Crop Year: 2018

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
STARR FARMS PARTNERSHIP INC	Division of 4755	2010 18177 65

Farms Associated with Operator:
1472, 2245, 3813, 3910, 4506, 4541, 5518, 5553

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
27.84	15.9	15.9	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	15.9	0.0	0.0				

Tract Number: 1302 Description: I10/2A&2B,J9/1B SEC23 TWP13N R2W

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
27.84	15.9	15.9	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	15.9	0.0	0.0		

Owners: NORMA J SITTLOH

Other Producers: None

USDA RECORDS

FARM: 5065

Indiana
Wayne

U.S. Department of Agriculture
Farm Service Agency

Prepared: 11/2/17 9:30 AM
Crop Year: 2018

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
NORMA J SITTLOH	Division of 5049	2010 18177 77

Farms Associated with Operator:
5050, 5066

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
157.54	134.4	134.4	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	134.4	0.0	0.0				

ARC/PLC

ARC-IC
NONE

ARC-CO
CORN

PLC
NONE

PLC-Default
NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	3.1		105	0.0
Total Base Acres:	3.1			

Tract Number: 1020 **Description:** G2/EC SEC30 TWP18N R14E

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
157.54	134.4	134.4	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	134.4	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	3.1		105	0.0

Total Base Acres: 3.1

Owners: NORMA J SITTLOH

Other Producers: None

USDA RECORDS

Producer Farm Data Report
Crop Year: 2018
Date: 11/2/17 9:29 AM
Page: 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Recording County Office Name

Wayne, Indiana

Producer Name and Address
 NORMA J SITTLOH
 11378 N CENTERVILLE RD
 WILLIAMSBURG IN 47393-9782

Telephone: (765) 886-5808

Number of Farms	3	Number of Tracts	3	Farmland	342.95	Cropland	305.63	DCP Cropland	305.63	CRP Cropland	2.8	Eff DCP Cropland	302.83
-----------------	---	------------------	---	----------	--------	----------	--------	--------------	--------	--------------	-----	------------------	--------

State & County	Farm	Tract	Relationship to Farm Tract	Producer	Farmland Cropland	DCP Cropland	CRP Cropland	Eff DCP Cropland	Wetland Code
Wayne, IN	5050	1302	Owner	NORMA J SITTLOH	27.84	15.9	0.0	15.9	SA DNC
Wayne, IN	5065	1020	Owner/Operator	NORMA J SITTLOH	157.54	134.4	0.0	134.4	SA DNC
Wayne, IN	5066	1121	Owner	NORMA J SITTLOH	157.57	155.33	2.8	152.53	SA DNC

HEL Codes	SA = HEL: Sys Applied SNA = HEL: Sys Not Applied	SNR = HEL: Sys Not Required 2YR = HEL: 2-yr Implement	DNC = Determination Not Complete N = Not HEL	Wetland Codes	WL = Wetland N = No Wetland	DNC = Determination Not Complete

USDA RECORDS

USDA Farm 5065 Tract 1020

Map prepared on: 5/2/2017

Administered by: Wayne County, Indiana

157.54 Tract acres
134.4 Cropland acres
0 CRP acres

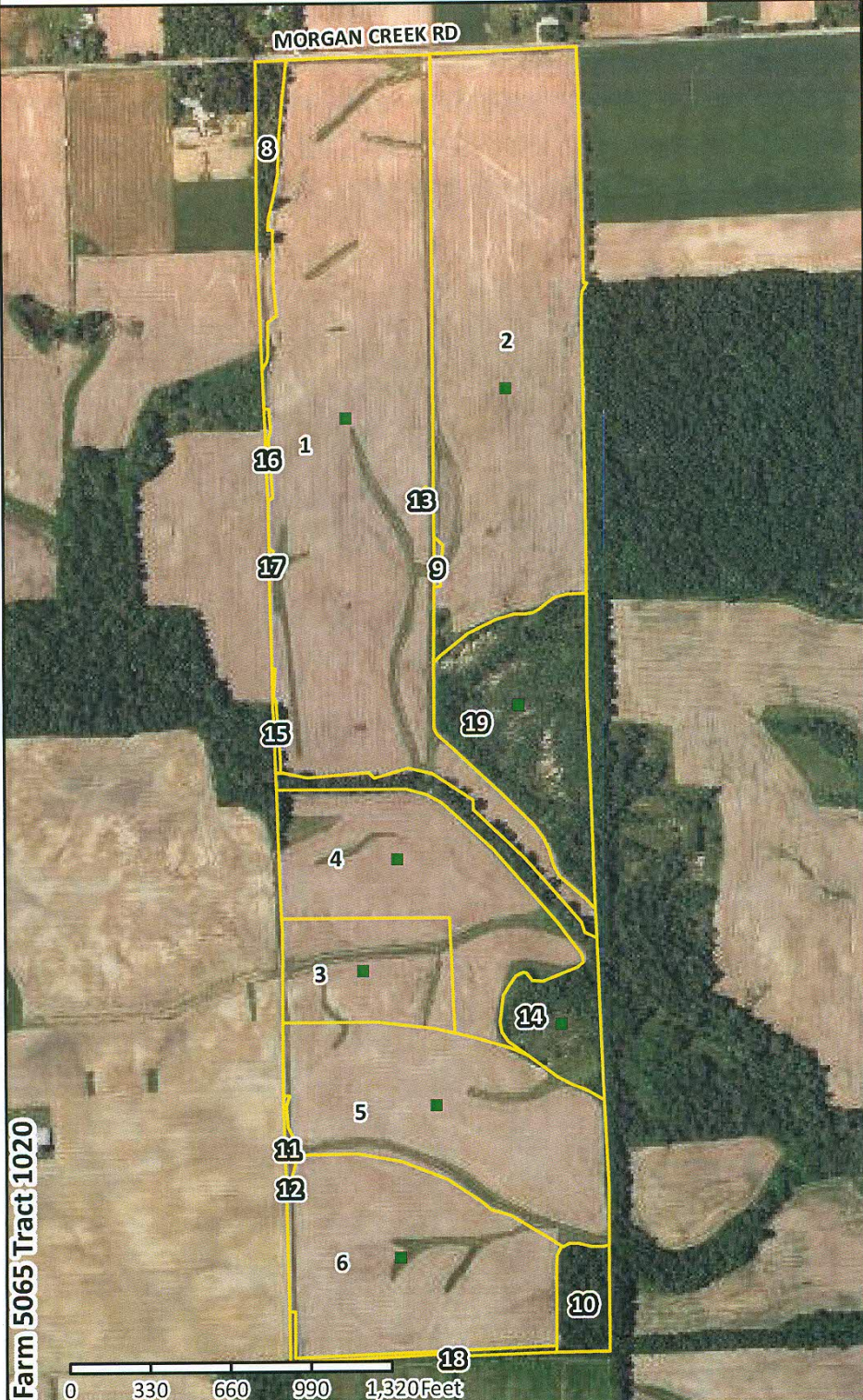
CRP TRS: 18N14E30
CLU Wayne Co., IN



Wetland Determination Identifiers:

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2016 imagery (2015 IL/OH); IDHS or Dynamap roads; FSA data 2017-04-28 15:16:30



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	45.5	H	2					Y
2	32.1	H	2					Y
3	6.84	H	2					Y
4	14.46	H	2					Y
5	18.18	H	2					Y
6	17.32	H	2					Y
8	2.03	U	10					N
9	0.14	U	10					N
10	2.13	U	10					N
11	0.15	U	10					N
12	0.06	U	10					N
13	0.05	U	10					N
14	6.21	U	10					N
15	0.15	U	10					N
16	0.15	U	10					N
17	0.04	U	10					N
18	0.61	U	10					N
19	11.42	U	10					N

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

USDA RECORDS

USDA Farm 5066 Tract 1121

Map prepared on: 5/2/2017

Administered by: Wayne County, Indiana

CRP

TRS: 17N14E17

CLU

Wayne Co., IN



157.57 Tract acres

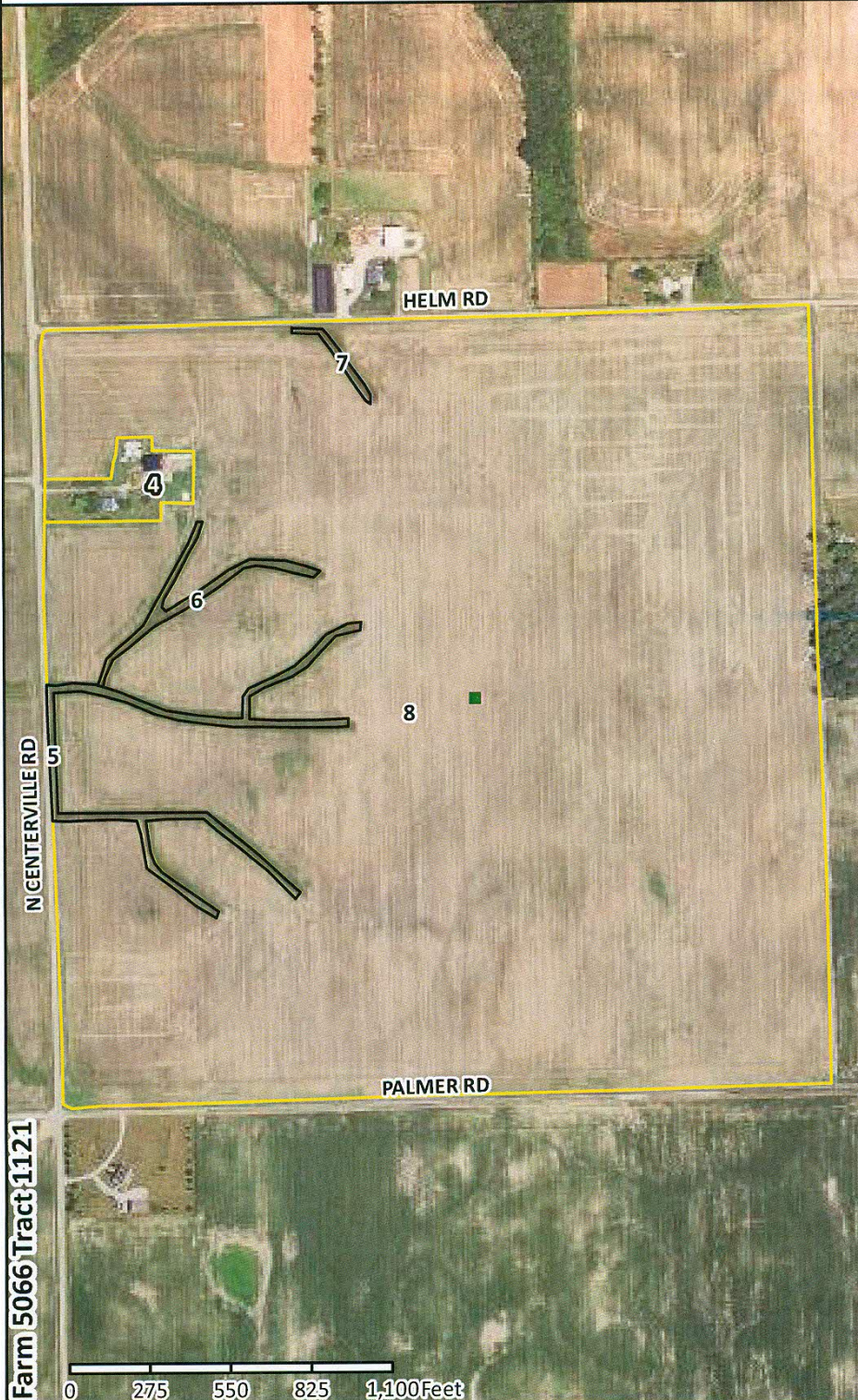
155.33 Cropland acres

2.8 CRP acres

Wetland Determination Identifiers:

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2016 imagery (2015 IL/OH); IDHS or Dynamap roads; FSA data 2017-04-28 15:16:30



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
4	2.24	U	10					N
5	1.9	H	2	1400	8A	20		Y
6	0.7	H	2	1477	8A	21		Y
7	0.2	H	2	1477	8A	21		Y
8	152.53	H	2					Y

Farm 5066 Tract 1121

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

USDA RECORDS

USDA Farm 5050 Tract 1302

Map prepared on: 5/2/2017

Administered by: Wayne County, Indiana

27.84 Tract acres
15.9 Cropland acres
0 CRP acres

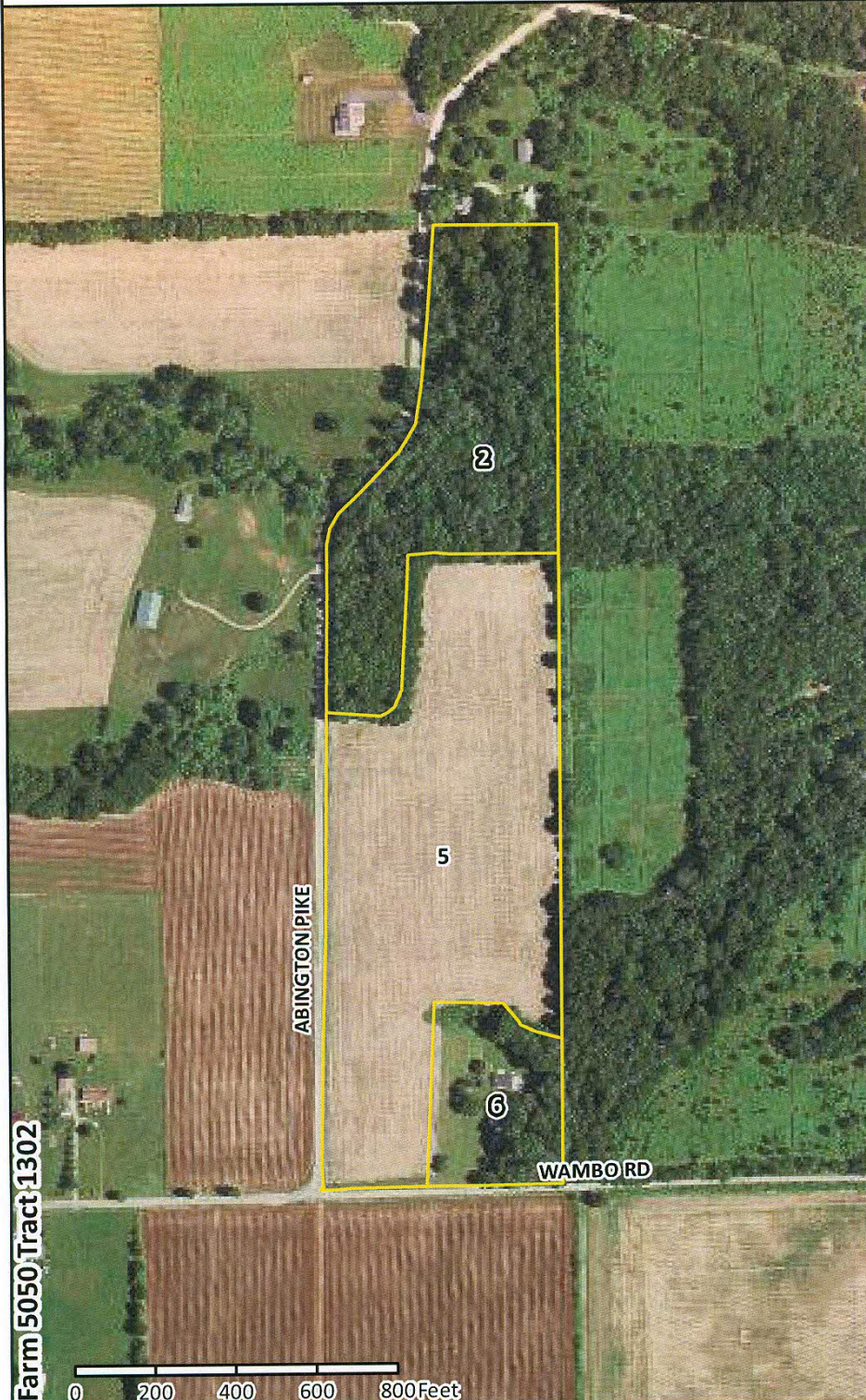
CRP TRS: 13N2W23
CLU Wayne Co., IN



Wetland Determination Identifiers:

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2016 imagery (2015 IL/OH); IDHS or Dynamap roads; FSA data 2017-04-28 15:16:30



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
2	8.8	U	10					N
5	15.9	H	2					Y
6	3.14	U	10					N

Farm 5050 Tract 1302

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

An aerial photograph of a rural landscape during autumn. The foreground is dominated by a large field of mature, golden-brown corn. A paved road runs diagonally from the bottom left towards the middle right. To the right of the road, there are rows of harvested corn stalks. In the background, there are more fields, some with trees showing autumn colors, and a small house with a dark roof. The sky is overcast and grey.

**RESIDENTIAL
DISCLOSURES
Tract 3**

RESIDENTIAL DISCLOSURES - Tract 3

6535 N. Centerville Rd. Greens Fork IN. 47374

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

<u>Ronald W. Litzsch Co Trustee</u>	<u>11-1-17</u>		
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>11/4/17</u>		
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>11/4/17</u>		
Agent	Date	Agent	Date

RESIDENTIAL DISCLOSURES - Tract 3



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE State Form 46234 (R/1293)

Date (month, day, year)

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, ZIP code) ***6535 N. Centerville Rd. Greens Fork IN 47374**

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	<input checked="" type="checkbox"/>				Cistern				<input checked="" type="checkbox"/>	
Clothes Dryer	<input checked="" type="checkbox"/>				Septic Field/Bed				<input checked="" type="checkbox"/>	
Clothes Washer	<input checked="" type="checkbox"/>				Hot Tub	<input checked="" type="checkbox"/>				
Dishwasher	<input checked="" type="checkbox"/>				Plumbing				<input checked="" type="checkbox"/>	
Disposal	<input checked="" type="checkbox"/>				Aerator System	<input checked="" type="checkbox"/>				
Freezer	<input checked="" type="checkbox"/>				Sump Pump	<input checked="" type="checkbox"/>				
Gas Grill	<input checked="" type="checkbox"/>				Irrigation Systems	<input checked="" type="checkbox"/>				
Hood	<input checked="" type="checkbox"/>				Water Heater/Electric				<input checked="" type="checkbox"/>	
Microwave Oven	<input checked="" type="checkbox"/>				Water Heater/Gas	<input checked="" type="checkbox"/>				
Oven	<input checked="" type="checkbox"/>				Water Heater/Solar	<input checked="" type="checkbox"/>				
Range	<input checked="" type="checkbox"/>				Water Purifier	<input checked="" type="checkbox"/>				
Refrigerator	<input checked="" type="checkbox"/>				Water Softener	<input checked="" type="checkbox"/>				
Room Air Conditioner(s)	<input checked="" type="checkbox"/>				Well			<input checked="" type="checkbox"/>		
Trash Compactor	<input checked="" type="checkbox"/>				Septic and Holding Tank/Septic Mound				<input checked="" type="checkbox"/>	
TV Antenna/Dish				<input checked="" type="checkbox"/>	Geothermal and Heat Pump	<input checked="" type="checkbox"/>				
Other:					Other Sewer System (Explain)					
								Yes	No	Do Not Know
					Are the improvements connected to a public water system?				<input checked="" type="checkbox"/>	
					Are the improvements connected to a public sewer system?				<input checked="" type="checkbox"/>	
					Are there any additions that may require improvements to the sewage disposal system?					<input checked="" type="checkbox"/>
					If yes, have the improvements been completed on the sewage disposal system?					<input checked="" type="checkbox"/>
					Are the improvements connected to a private/community water system?				<input checked="" type="checkbox"/>	
					Are the improvements connected to a private/community sewer system?				<input checked="" type="checkbox"/>	
B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	
Air Purifier	<input checked="" type="checkbox"/>				Attic Fan	<input checked="" type="checkbox"/>				
Burglar Alarm	<input checked="" type="checkbox"/>				Central Air Conditioning			<input checked="" type="checkbox"/>		
Ceiling Fan(s)				<input checked="" type="checkbox"/>	Hot Water Heat			<input checked="" type="checkbox"/>		
Garage Door Opener Controls				<input checked="" type="checkbox"/>	Furnace Heat (Gas)			<input checked="" type="checkbox"/>		
Inside Telephone Wiring and Blocks/Jacks				<input checked="" type="checkbox"/>	Furnace Heat/Electric	<input checked="" type="checkbox"/>				
Intercom	<input checked="" type="checkbox"/>				Solar House-Heating	<input checked="" type="checkbox"/>				
Light Fixtures				<input checked="" type="checkbox"/>	Woodburning Stove	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		
Sauna	<input checked="" type="checkbox"/>				Fireplace		<input checked="" type="checkbox"/>			
Smoke/Fire Alarm(s)				<input checked="" type="checkbox"/>	Fireplace Insert	<input checked="" type="checkbox"/>				
Switches and Outlets				<input checked="" type="checkbox"/>	Air Cleaner	<input checked="" type="checkbox"/>				
Vent Fan(s)				<input checked="" type="checkbox"/>	Humidifier	<input checked="" type="checkbox"/>				
60/100/200 Amp Service (Circle one)				<input checked="" type="checkbox"/>	Propane Tank <i>Private Owned</i>			<input checked="" type="checkbox"/>		
					Other Heating Source:	<input checked="" type="checkbox"/>				

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property that would significantly impair the health or safety of future occupants of the property or that, if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:

Signature of Seller: <i>Donald W. Ditteloh</i>	Date: <i>11-1-17</i>	Signature of Buyer:	Date:
Signature of Seller:	Date:	Signature of Buyer:	Date:
The seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller:	Date:	Signature of Seller:	Date:

RESIDENTIAL DISCLOSURES - Tract 3

Property Address (number and street, city, state, ZIP code)			
2. ROOF	Yes	No	Do Not Know
Age, if known: <u>9</u> Years		<input checked="" type="checkbox"/>	
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one roof on the house? If so, how many layers? _____		<input checked="" type="checkbox"/>	
3. HAZARDOUS CONDITIONS	Yes	No	Do Not Know
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			
Explain: <u>2 Buried Fuel Tanks</u>			
4. OTHER DISCLOSURES			
Do improvements have aluminum wiring? <input checked="" type="checkbox"/>			
Are there any foundation problems with the improvements? <input checked="" type="checkbox"/>			
Are there any encroachments? <input checked="" type="checkbox"/>			
Are there any violations of zoning, building codes, or restrictive covenants? <input checked="" type="checkbox"/>			
Is the present use a nonconforming use? Explain: <input checked="" type="checkbox"/>			
Is the access to your property via a private road? <input checked="" type="checkbox"/>			
Is the access to your property via a public road? <input checked="" type="checkbox"/>			
Is access to your property via an easement? <input checked="" type="checkbox"/>			
Have you received any notices by any governmental or quasi-governmental agencies affecting this property? <input checked="" type="checkbox"/>			
Are there any structural problems with the building? <input checked="" type="checkbox"/>			
Have any substantial additions or alterations been made without a required building permit? <input checked="" type="checkbox"/>			
Are there moisture and/or water problems in the basement, crawl space area, or any other area? <input checked="" type="checkbox"/>			
Is there any damage due to wind, flood, termites, or rodents? <input checked="" type="checkbox"/>			
Have any improvements been treated for wood destroying insects? <input checked="" type="checkbox"/>			
Are the furnace/woodstove/chimney/flue all in working order? <input checked="" type="checkbox"/>			
Is the property in a flood plain? <input checked="" type="checkbox"/>			
Do you currently pay flood insurance? <input checked="" type="checkbox"/>			
Does the property contain underground storage tank(s)? <input checked="" type="checkbox"/>			
Is the homeowner a licensed real estate salesperson or broker? <input checked="" type="checkbox"/>			
Is there any threatened or existing litigation regarding the property? <input checked="" type="checkbox"/>			
Is the property subject to covenants, conditions, and/or restrictions of a homeowner's association? <input checked="" type="checkbox"/>			
Is the property located within one (1) mile of an airport? <input checked="" type="checkbox"/>			
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages if necessary).			
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below:			
Signature of Seller: <u>[Signature]</u>	Date: <u>11-1-17</u>	Signature of Buyer:	Date:
Signature of Seller:	Date:	Signature of Buyer:	Date:
The seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller:	Date:	Signature of Seller:	Date:

An aerial photograph of a rural landscape featuring large, brown agricultural fields, some with visible furrows. A green strip, possibly a road or drainage ditch, runs through the fields. In the background, there are trees and a line of wind turbines under a cloudy sky.

TITLE COMMITMENT

TITLE COMMITMENT



File No.: 2017-0898

COMMITMENT FOR TITLE INSURANCE
Issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Florida company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Issued By: 
Authorized Signatory

Abstracts of Richmond, Inc.
25 N 8th St
Richmond, IN 47374
Tel: 765-935-7020
Fax: 765-935-0589

By:



President

Attest:



Secretary

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165A

81C165A ALTA Commitment For Title Insurance 08/01/2016
90days_C165A

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TITLE COMMITMENT

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



TITLE COMMITMENT

Commitment was first delivered to the Proposed Insured.

- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance issued by COMMONWEALTH LAND TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



TITLE COMMITMENT

COMMITMENT FOR TITLE INSURANCE

Commonwealth

Land Title Insurance Company

Inquiries should be directed to: Sabrena Bartram

File No. 2017-0898

SCHEDULE A

1. Effective Date: October 30, 2017 at 8:00 a.m.

2. Policy or Policies to be issued:

Amount

(a) ALTA Owner Policy (2006)

To Be Determined

Proposed Insured:

To Be Determined

(b) ALTA Loan Policy (2006)

To Be Determined

Proposed Insured:

To Be Determined

(Survey Endorsement) (Alta 8.1)

3. The estate or interest in the land described or referred to in the Commitment and covered herein is Fee Simple and is at the effective date hereof vested in: Donald L. and Norma Sittloh, Trustees of the Donald L. Sittloh and Norma Sittloh Family Trust dated February 7, 2003, an undivided one-half interest and Donald 'Jack' Sittloh and Leanna M. Reeves, Trustees in Trust under the Sittloh Family Trust, dated June 7, 2010, an undivided one-half interest

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

(See Exhibit A attached)

SCHOOL DISTRICT - Northeastern and Centerville

TAXING UNIT - Greene, Webster and Center

TITLE COMMITMENT

thence north eighty-nine (89) degrees and twenty-seven (27) minutes east, along the north line of said Smelser Estate, two hundred ninety-one and six tenths (291.6) feet to a point in the east line of said Fractional Section Twenty-three (23); thence southwardly along said line, two thousand three hundred seventy-eight and nine hundredths (2378.09) feet to the place of beginning, containing an area of twenty-eight and seven tenths (28.7) acres, more or less. EXCEPTING THEREFROM the following described tract, to-wit: Beginning at the southeast corner of said Fractional Section Twenty-three (23) , and running thence, from said beginning point, west, along the south line of said Fractional Section (assuming that the south line of said section runs east and west), a distance of three hundred thirty (330) feet; thence north, parallel with the east line of said Fractional Section, a distance of three hundred thirty (330) feet; thence east, parallel with the south line of said Fractional Section, a distance of three hundred thirty (330) feet; thence southwardly, along the east line of said Fractional Section, three hundred thirty (330) feet, to the place of beginning, containing two and five tenths (2.50) acres, more or less. Containing in all, after said exception, twenty-six and two tenths (26.2) acres, more or less. ✓

“Note: The street address is shown for identification purposes and for convenience only. It should not be construed as insuring the accuracy of the street address as it relates to the insured premises.”

TITLE COMMITMENT

EXHIBIT "A"

Tracts I and II:

Morgan Creek Road, Greensfork, IN 47345
Map No. 0630-000-104.000-08 and 06-30-000-308.000-08
State Parcel No. 89-03-30-000-308.000-013 & 89-03-30-000-104.000-013

The East half of the northwest quarter of Section 30, Township 18 North, Range 14 east, and also the east half of the southwest quarter of Section 30, Township 18 north, Range 14 east, containing 160 acres, more or less, Wayne County, Indiana.

Tract III:

6535 N. Centerville Road, Greensfork, IN 47345
Map No. 21-17-000-301.000-17
State Parcel No. 89-07-17-000-301.000-032

The southwest quarter of Section Seventeen (17), Township Seventeen (17), Range Fourteen (14) east, containing one hundred sixty (160) acres, more or less.

Tract IV:

Abington Pike, Centerville, IN 47330
Map No. 34-23-000-411.000-03
State Parcel No. 89-17-23-000-411.000-004

Being a part of the Southeast Quarter of Fractional Section Twenty-three (23), Township Thirteen (13) North, Range Two (2) West, in Center Township, Wayne County, Indiana, and being more particularly described as follows: Beginning at the southeast corner of said Fractional Section Twenty-three (23) and running thence, from said beginning point, west, along the south line of said Fractional Section Twenty-three (23), (assuming that the south line of said section runs east and west), a distance of six hundred twenty-four and thirty-five hundredths (624.35) feet, to a point in the centerline of the Abington Pike; thence north one (1) degree and forty-five (45) minutes east, along said centerline, one thousand one hundred eighty-six and thirty-five hundredths (1186.35) feet; thence north three (3) degrees and twenty-four (24) minutes east, along said centerline, three hundred twenty-four and thirty-five hundredths (324.35) feet; thence north four (4) degrees and six (06) minutes west, along said centerline, one hundred forty-five and forty-three hundredths (145.43) feet; thence north fifty (50) degrees and sixteen (16) minutes east, along said centerline, two hundred twenty-one and sixty-five hundredths (221.65) feet; thence north, twenty-four (24) degrees and thirteen (13) minutes east, along said centerline, one hundred fifty-five and thirty-seven hundredths (155.37) feet; thence north six (6) degrees and one (01) minute east, along said centerline, four hundred thirty-nine and seven tenths (439.7) feet to a point in the north line of a one hundred sixty-two (162) acre and seventy-two (72) perch tract presently being the Estate of Richard E. Smelser;

TITLE COMMITMENT

Commonwealth Land Title Insurance Company

File No. 2017-0898

Schedule B Section 1

The following are the requirements to be complied with:

Instrument creating the estate or interest to be insured must be executed and filed for record, to-wit:

1. **TRUSTEE'S DEED**

FROM: The Donald L. Sittloh and Norma Sittloh Family Trust dated February 7, 2003, an undivided one-half interest
TO: To Be Determined

2. **TRUSTEE'S DEED**

FROM: The Sittloh Family Trust, dated June 7, 2010, an undivided one-half interest
TO: To Be Determined

3. **MORTGAGE**

FROM: To Be Determined
TO: To Be Determined

4. Filing of disclosure of Sales Information Form with the Wayne County Auditor.

5. Deeds to identify the trustee(s) of the trusts and to contain a recital stating that such trustee(s) have the authority to convey the Trust property.

6. Provide the company with a certification of trust prepared in accordance with the provisions of Indiana Code 30-4-4-5 that addresses the authority of the trustee(s)/successor trustee(s) to execute the documents herein required to affect the insured transaction.

7. Record survey, plat or other document complying with the requirements of I.C. 36-2-19-4 (b).

TITLE COMMITMENT

****Note**** Indiana Code 27-7-3.7-1 et seq. concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1. Personal checks exceeding \$500.00 will not be accepted.

****Note**** By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

TITLE COMMITMENT

Commonwealth Land Title Insurance Company

File No. 2017-0898

Schedule B - Section 2

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:

1. Taxes for the year 2016 due and payable in 2017, a lien in the following amounts, Duplicate No 08-00445-00 and 008-00445-01 Taxing Unit - Greene (Tracts I and II)
First installment - **\$998.78, Paid and \$1,053.83, Paid**
Second installment - **\$998.78, Paid and \$1,053.83, Paid**
2. Taxes for the year 2016 due and payable in 2017, a lien in the following amounts, Duplicate No 017-00474-00 Taxing Unit - Webster (Tract III)
First installment - **\$3,419.22, Paid**
Second installment - **\$3,419.22, Paid**
3. Taxes for the year 2016 due and payable in 2017, a lien in the following amounts, Duplicate No 003-00939-00 Taxing Unit - Webster (Tract IV)
First installment - **\$279.00, Paid**
Second installment - **\$279.00, Paid**
4. Taxes for the year 2017, not yet due and payable 2018, a lien in an amount unknown.
Tracts I and II:
5. Right-of-way of Morgan Creek Road as shown on the map in the office of the Auditor of Wayne County, Indiana.
Tract III:
6. Right-of-way of N. Centerville Road as shown on the map in the office of the Auditor of Wayne County, Indiana.
7. Lease to Ohio Oil & Gas, dated and acknowledged April 13, 1982 and recorded May 14, 1982 in Miscellaneous Record 142, page 571 in the office of the Recorder of Wayne County, Indiana.
Tract IV:
8. Right-of-way of Abington Pike as shown on the map in the office of the Auditor of Wayne County, Indiana.
9. Lease to Ohio Oil & Gas, dated and acknowledged April 13, 1982 and recorded May 14, 1982 in Miscellaneous Record 142, page 575 in the office of the Recorder of Wayne County, Indiana.

Note: Subject to review of the proposed survey's being prepared, which may include additional exceptions to this commitment.

OWNERS POLICY ONLY:

10. Mortgage from To Be Determined to To Be Determined.
11. We have made a judgement search against To Be Determined, jointly and severally, and found the following: To Be Determined.
 - INFORMATION NOTE: The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.

TITLE COMMITMENT

END OF SCHEDULE B

NOTE: ANY POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. 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.
2. Rights or claims of parties other than Insured in actual possession of any or all of the property.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land Survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
4. Unfiled mechanic's or materialmen's liens.
5. Easements or claims of easements, not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public record.

Note: The Policy(s) of Insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

An aerial photograph of a rural landscape. The foreground is dominated by large, brown, tilled fields, likely corn, with a winding green grassy path or stream cutting through them. In the middle ground, there is a dense line of trees with autumn foliage in shades of green, yellow, and brown. The background shows a flat expanse of farmland with scattered white buildings and a distant horizon under a cloudy sky.

TAX INFORMATION

TAX INFORMATION

**Sittloh Family Trust
346± Acres, Wayne County, IN**

**Estimated 2017 Payable Tax
Per Tax Parcel/Year**

Farm #A - Tracts 1 Thru 3

Tract #1	71 Acres @ \$29.57/acre	\$2,099.40
Tract # 2	75 Acres @ \$29.57/acre	\$2,217.75
Tract # 3	14 Acres with home & all buildings	\$2,521.29
Estimated Total \$6,838.44/yr. (Tracts 1 Thru 3)		

Farm #B - Tracts 4 Thru 7

Tract #4	35 Acres @ \$25.66/acre	\$ 898.07
Tract #5	46 Acres @ \$25.66	\$1,180.17
Tract #6	53 Acres @ \$25.66/acre	\$1,359.82
Tract #7	26 Acres @ \$25.66/acre	\$ 667.16
Estimated \$4,105.22/yr. (Tracts 4 Thru 7)		

Farm #C - Tracts 8 Thru 9

Tract #8	13 Acres @ \$21.46/acre	\$ 279.00
Tract #9	13 Acres @ \$21.46/acre	\$ 279.00
Estimated \$558.00/yr. (Tracts 8 & 9)		



PHOTOS

PHOTOS



TRACT 3



TRACT 4



TRACTS 4 & 5



PHOTOS



TRACT 2



TRACT 4

PHOTOS



TRACTS 4 & 5



TRACTS 6 & 7

PHOTOS



FARM B



TRACTS 2 & 3

PHOTOS



TRACTS 1 & 2



TRACTS 1 & 2

PHOTOS



PHOTOS



TRACT 9



TRACT 8



TRACTS 8 & 9



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