

# Four County Land Auction

Fulton, Marshall, Benton, &  
Boone Counties, Indiana

- Wooded Building Sites Near Plymouth & Rochester
- Productive Tillable Acreage at All 4 Locations
- 2020 Farming Rights
- No Buildings or Improvements

## 541.3<sup>±</sup>

Acres in 9 Tracts in Fulton and Marshall Counties

*These tracts will sell at auction on:*

**Tuesday, October 15 • 6pm EST**  
Held at Fulton County Fairgrounds, Rochester

# INFORMATION BOOKLET



ONLINE BIDDING AVAILABLE

800-451-2709 • [www.SchraderAuction.com](http://www.SchraderAuction.com)



**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.

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SELLER: Cummins Farms Rochester, Inc.



**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

**AUCTION MANAGER:** Dean Retherford • 765-296-8475

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**OCTOBER 15: FULTON & MARSHALL COUNTY, INDIANA**

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FSA INFORMATION  
COUNTY TAX RECORDS  
PRELIMINARY TITLE AGREEMENT  
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**10/15 AUCTION - FULTON & MARSHALL COUNTY, IN**  
**REGISTRATION FORMS**

# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, OCTOBER 15, 2019**

**540 ACRES – FULTON COUNTY, 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,  
Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Tuesday, October 8, 2019.  
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**  
**540± Acres • Fulton County, Indiana**  
**Tuesday, October 15, 2019**

**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, October 15, 2019 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](http://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, October 8, 2019**. 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:**

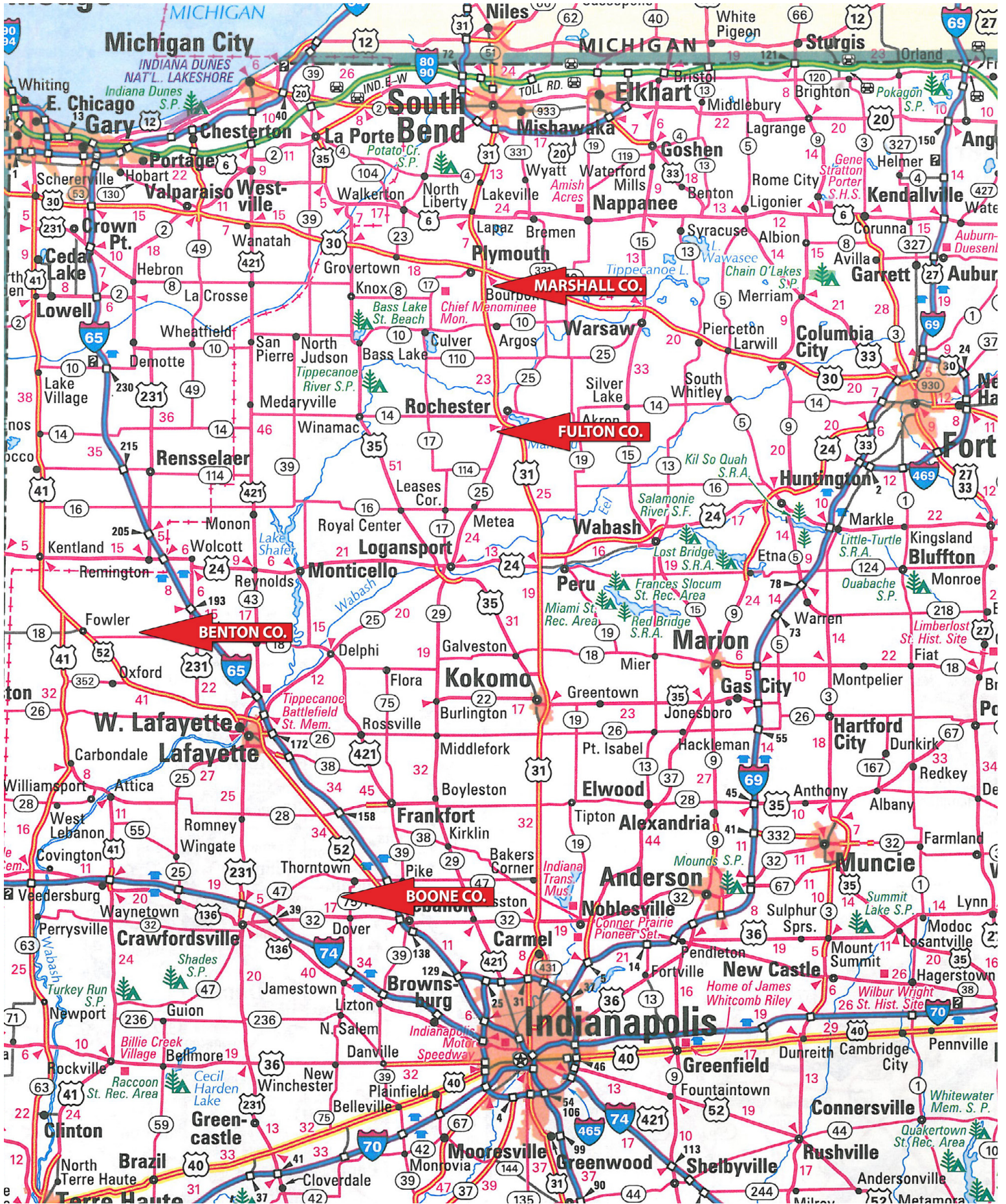
E-mail address of registered bidder: \_\_\_\_\_

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.



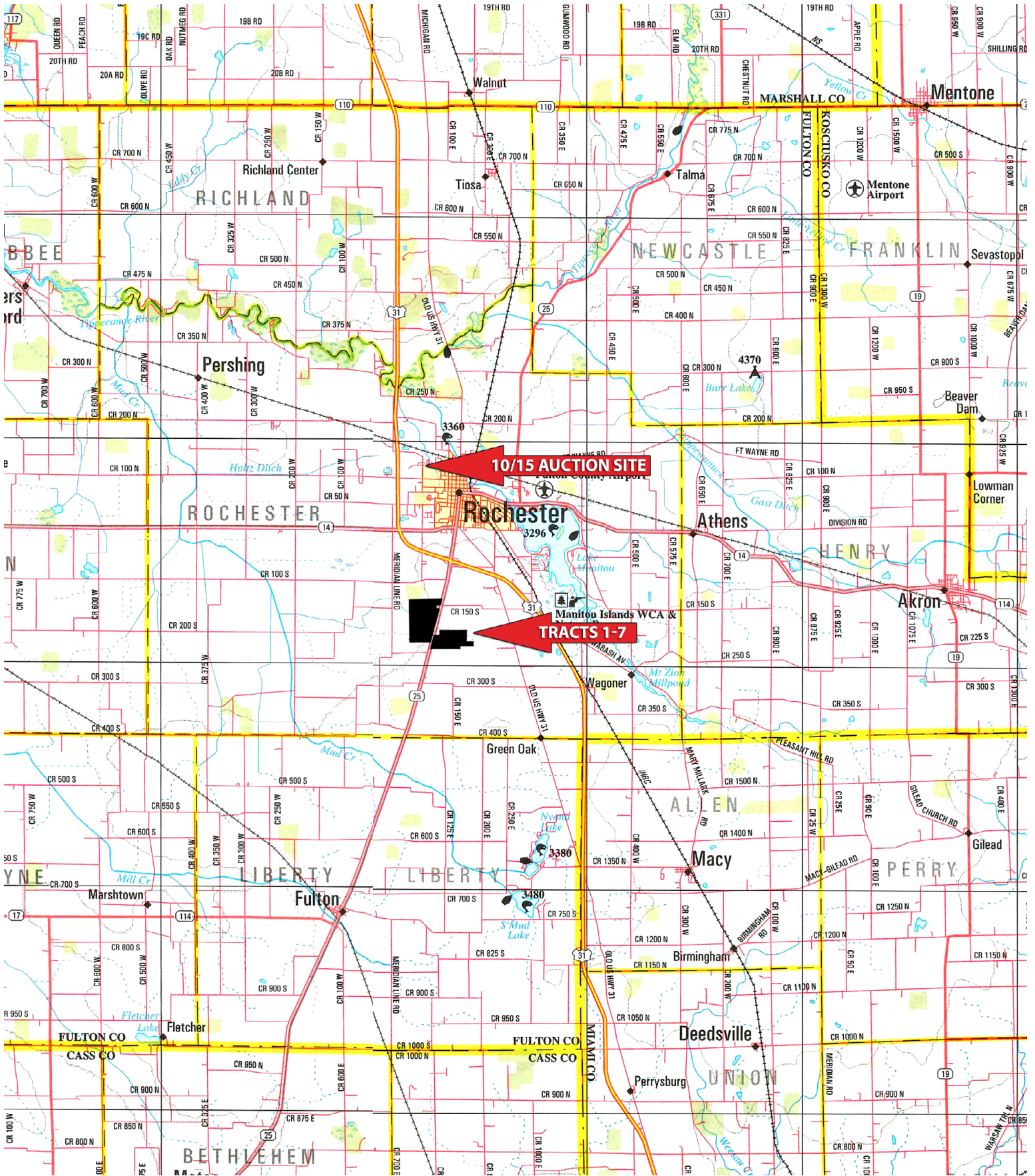
**10/15 AUCTION - FULTON & MARSHALL COUNTY, IN**  
**LOCATION MAPS**

# LOCATION MAPS



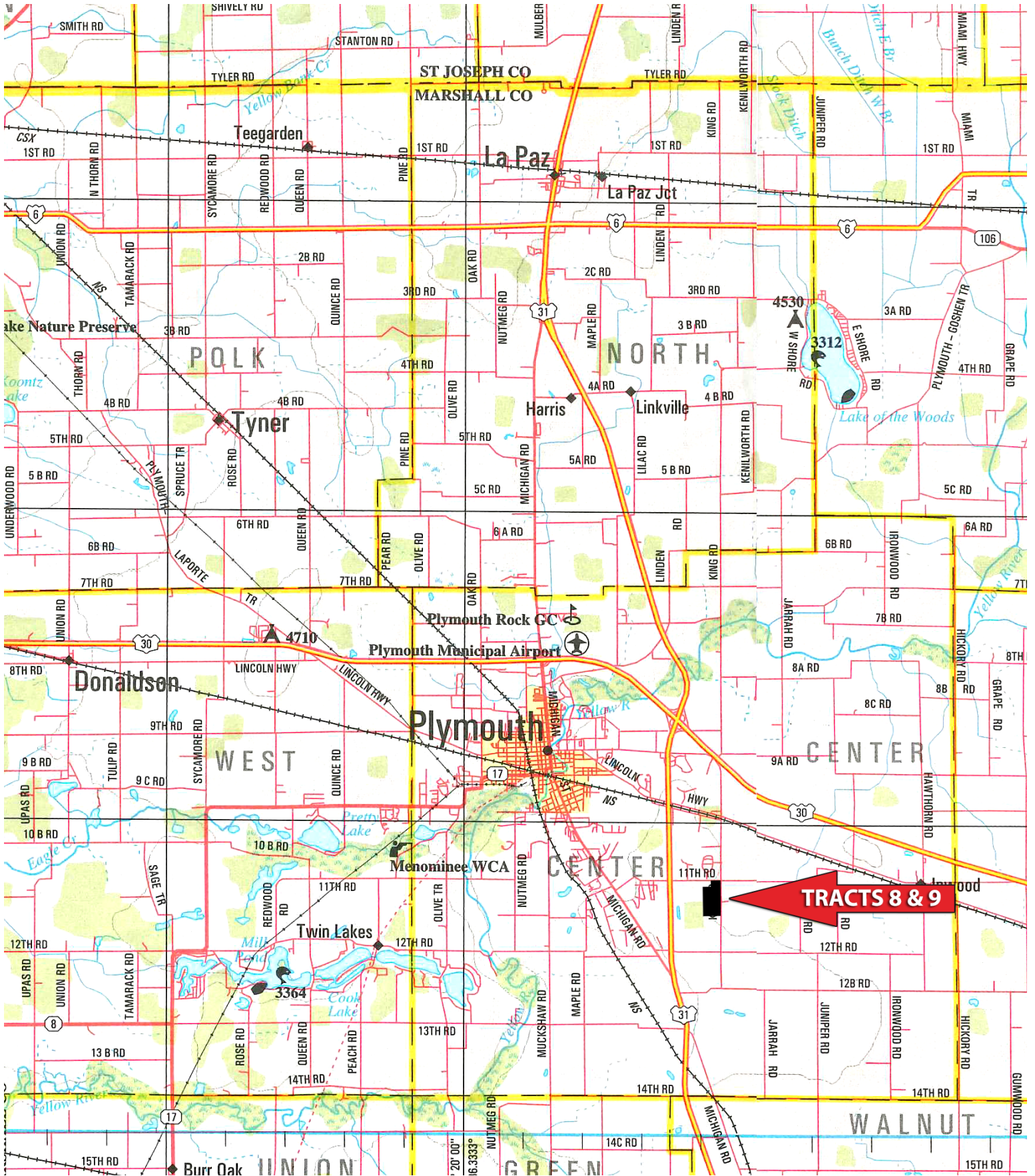
# LOCATION MAPS

## Fulton County, IN | Tracts 1-7



# LOCATION MAPS

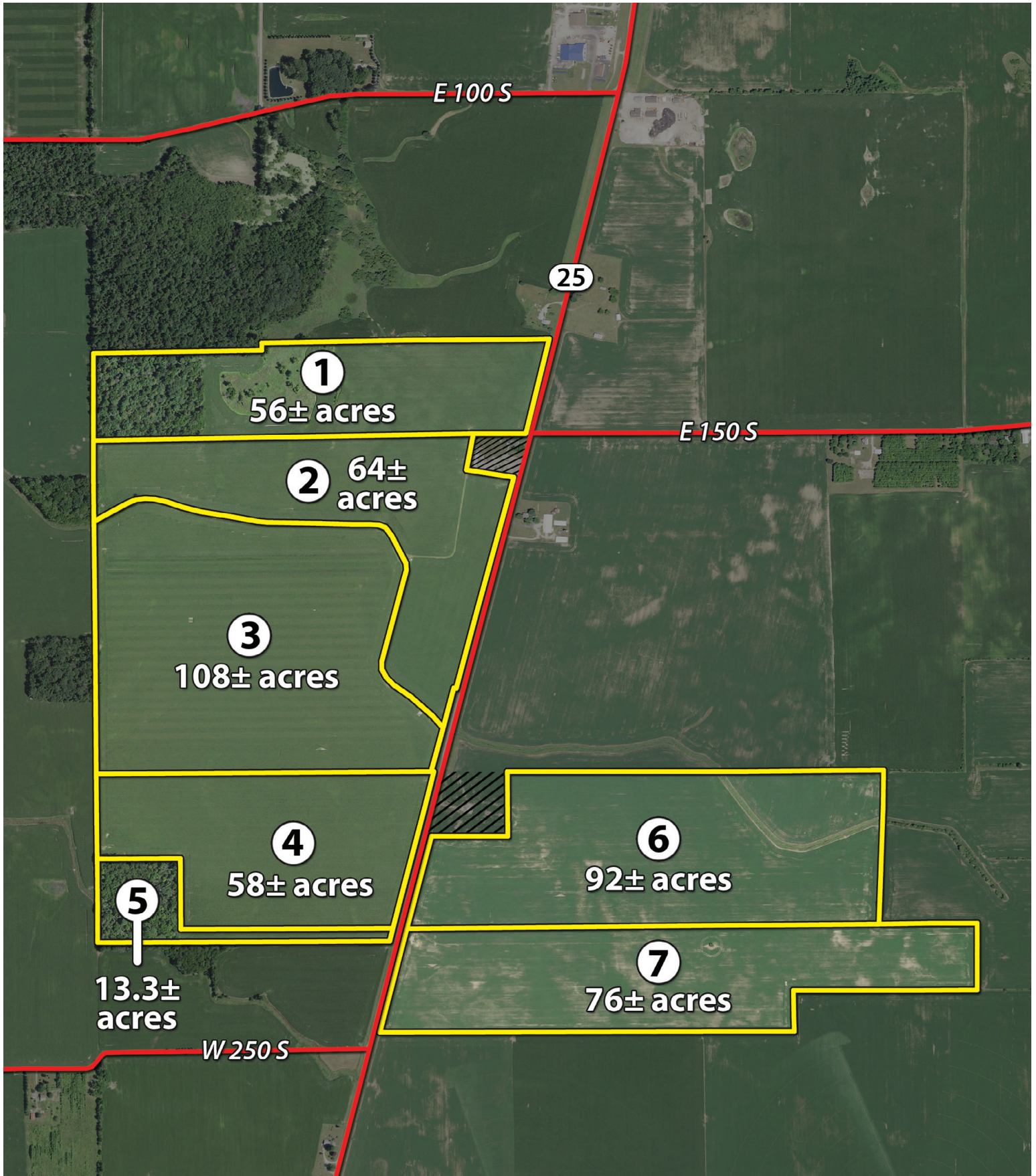
## Marshall County, IN | Tracts 8-9



**10/15 AUCTION - FULTON & MARSHALL COUNTY, IN**  
**AERIAL & SOIL MAPS**

# AERIAL & SOIL MAPS

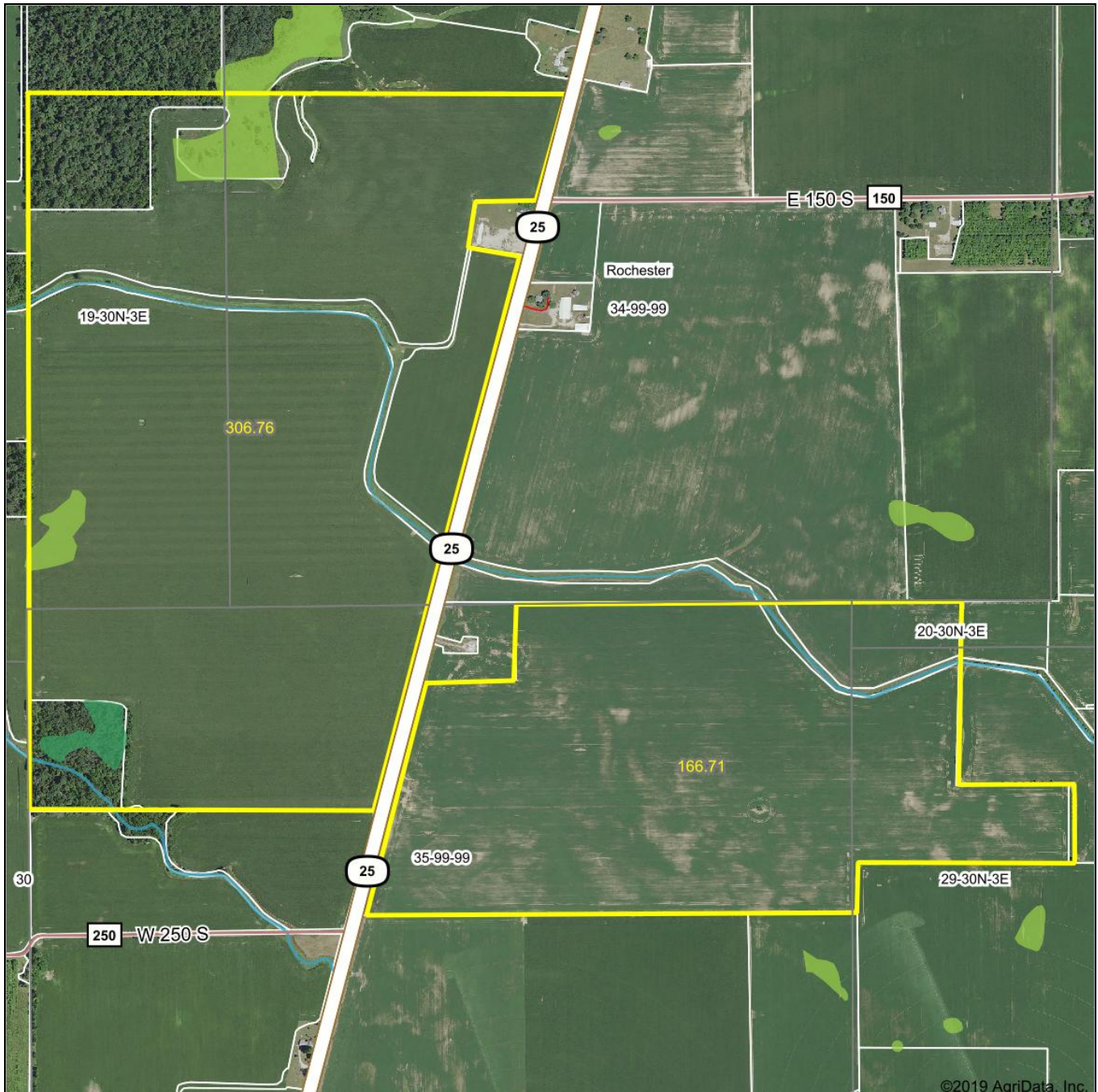
## Fulton County, IN | Tracts 1-7



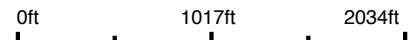
# AERIAL & SOIL MAPS

## Fulton County, IN | Tracts 1-7

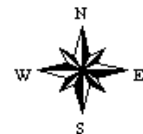
### Aerial Map



map center: 41° 1' 37.36, -86° 13' 23.51



**34-99-99**  
**Fulton County**  
**Indiana**

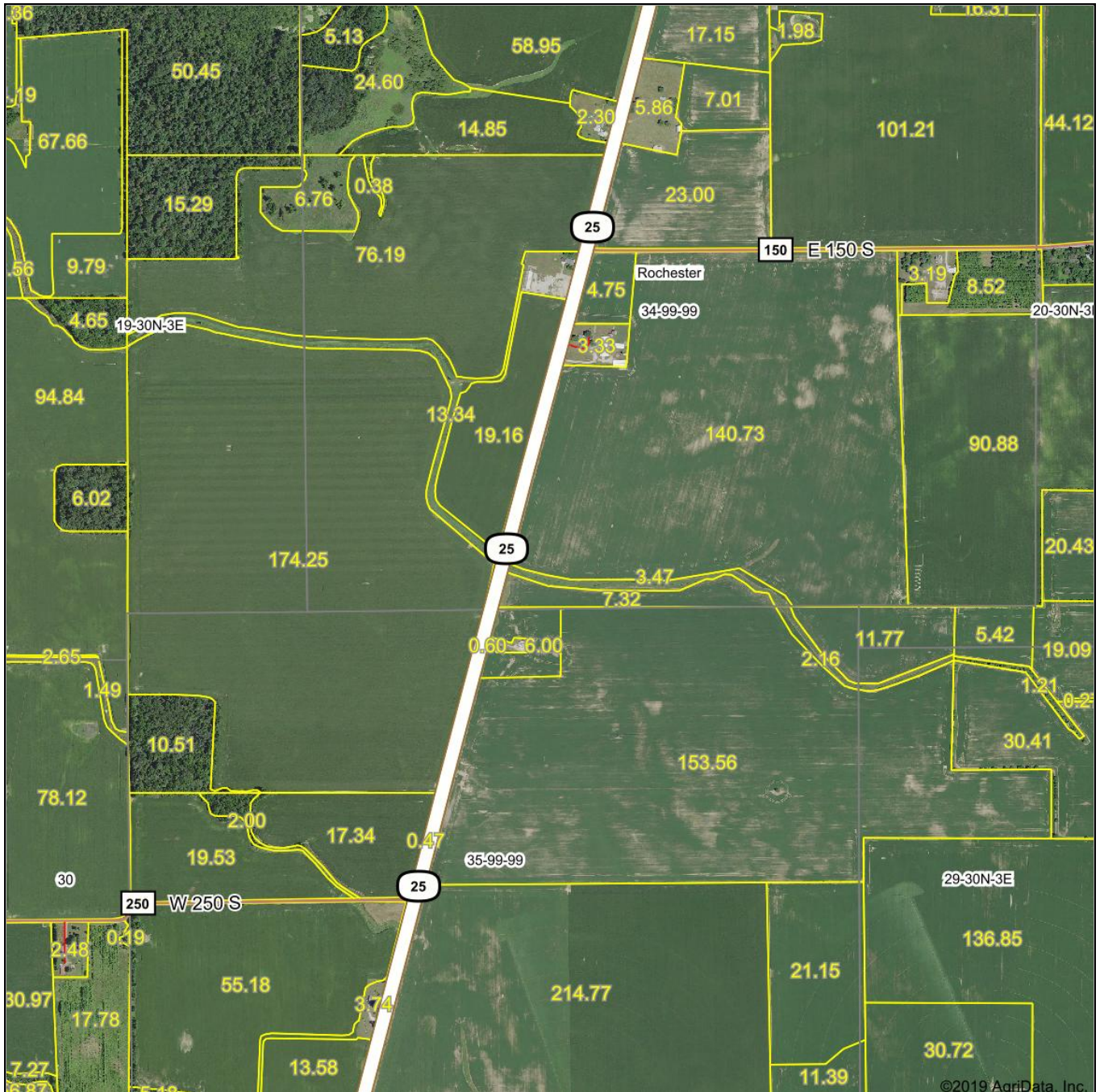


3/11/2019

# AERIAL & SOIL MAPS

## Fulton County, IN | Tracts 1-7

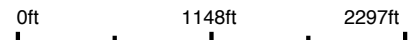
### Aerial Map



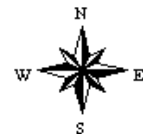
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map center: 41° 1' 38.2, -86° 13' 27.47



**34-99-99**  
**Fulton County**  
**Indiana**



3/11/2019



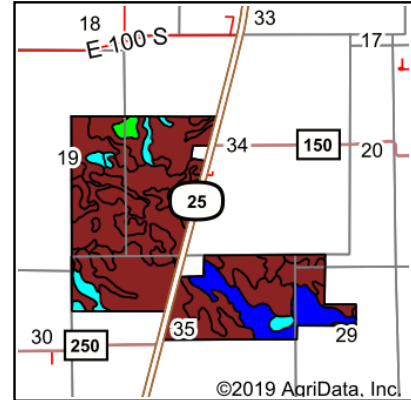
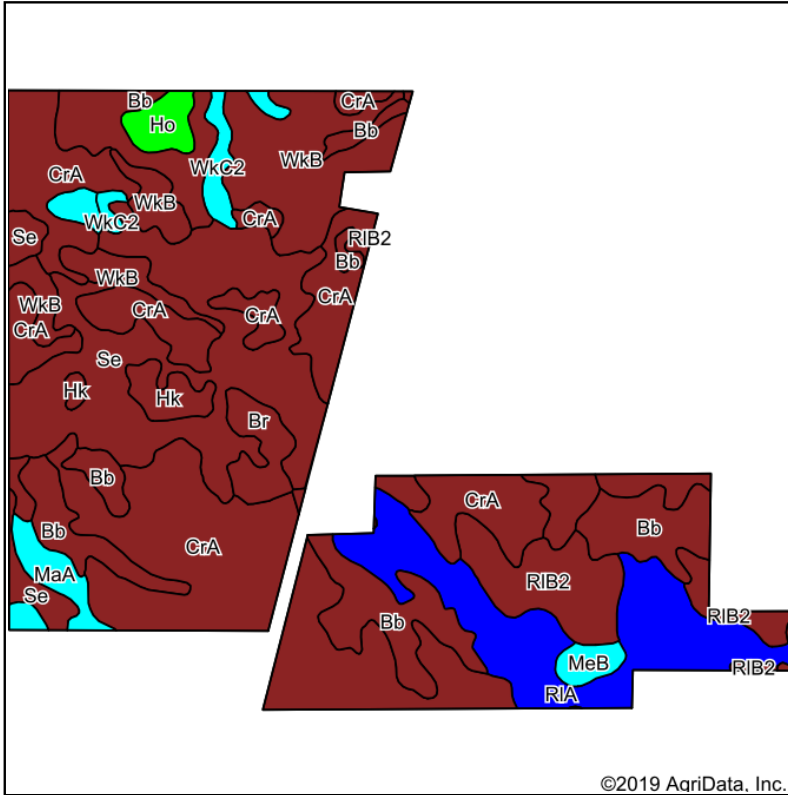
Field borders provided by Farm Service Agency as of 5/21/2008.



# AERIAL & SOIL MAPS

## Fulton County, IN | Tracts 1-7

### Soils Map



State: **Indiana**  
 County: **Fulton**  
 Location: **34-99-99**  
 Township: **Rochester**  
 Acres: **473.47**  
 Date: **3/11/2019**



Maps Provided By:  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
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Soils data provided by USDA and NRCS.

Area Symbol: IN049, Soil Area Version: 21												
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Soybeans	Corn	Pasture	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
CrA	Crosier loam, 0 to 2 percent slopes	152.82	32.3%		Ilw	50	154	10	56	56	38	50
Se	Sebewa sandy clay loam	90.22	19.1%		Ilw	44	160	11	61	61	16	56
Bb	Barry loam	65.99	13.9%		Ilw	49	175	12	74	74	18	71
RIA	Riddles fine sandy loam, 0 to 2 percent slopes	49.41	10.4%		I	49	140	9	87	87	68	74
WkB	Wawasee fine sandy loam, 2 to 6 percent slopes	45.81	9.7%		Ile	44	126	8	79	79	64	70
RIB2	Riddles fine sandy loam, 2 to 6 percent slopes, eroded	26.42	5.6%		Ile	42	122	8	65	65	48	55
Br	Brady sandy loam	8.56	1.8%		Ilw	35	124	8	67	67	33	48
MaA	Markton loamy sand, 0 to 2 percent slopes	7.88	1.7%		Illw	35	117	8	54	54	39	39
WkC2	Wawasee fine sandy loam, 6 to 12 percent slopes, eroded	7.01	1.5%		Illle	40	113	7	65	65	49	57
Hk	Homer fine sandy loam, 0 to 2 percent slopes	6.89	1.5%		Ilw	40	122	8	59	59	44	44
Ho	Houghton muck, disintegration moraine, 0 to 2 percent slopes	5.88	1.2%		Vw				48	37	7	48
MeB	Metea loamy sand, 2 to 6 percent slopes	3.89	0.8%		Illle	39	110	7	59	59	51	44
KoB	Kosciusko-Ormas complex, 2 to 6 percent slopes	2.69	0.6%		Illle	32	91	6	61	61	44	46
<b>Weighted Average</b>						<b>46</b>	<b>147.3</b>	<b>9.7</b>	<b>*n 65.7</b>	<b>*n 65.6</b>	<b>*n 37.2</b>	<b>*n 58.5</b>

\*n: The aggregation method is "Weighted Average using major components"

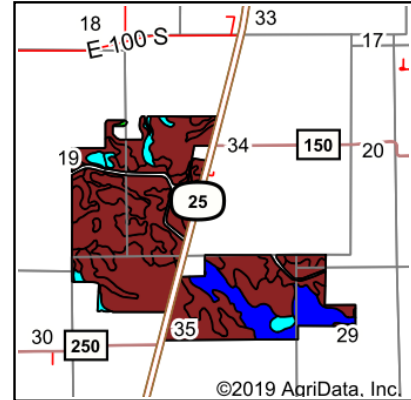
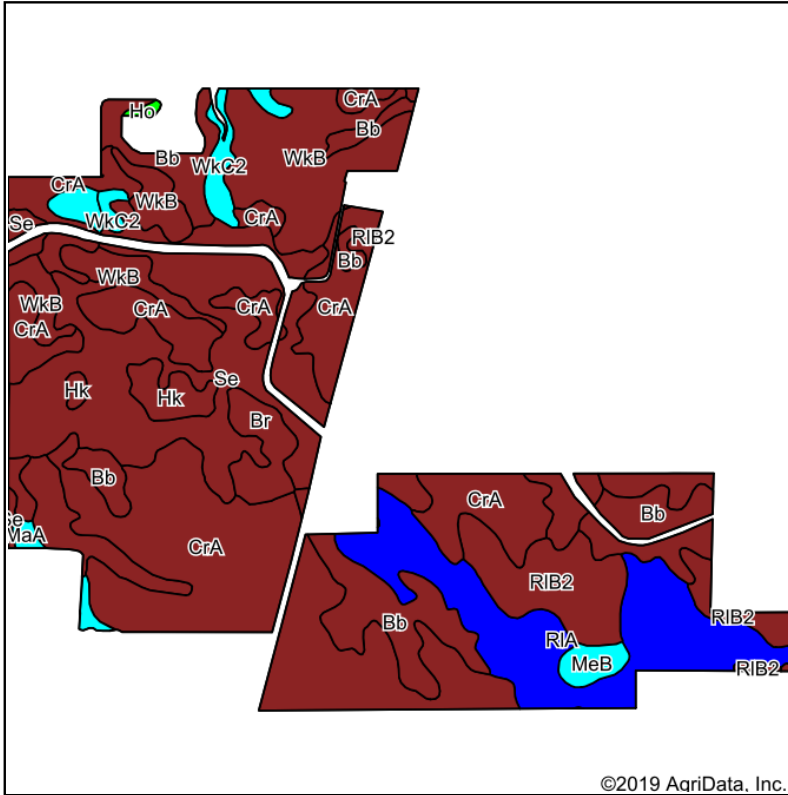
\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

# AERIAL & SOIL MAPS

## Fulton County, IN | Tracts 1-7

### Soils Map



State: **Indiana**  
 County: **Fulton**  
 Location: **35-99-99**  
 Township: **Rochester**  
 Acres: **434.93**  
 Date: **3/11/2019**



Maps Provided By:  
**surety**  
 CUSTOMIZED ONLINE MAPPING  
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Soils data provided by USDA and NRCS.

Area Symbol: IN049, Soil Area Version: 21												
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Soybeans	Corn	Pasture	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
CrA	Crosier loam, 0 to 2 percent slopes	144.90	33.3%		Ilw	50	154	10	56	56	38	50
Se	Sebewa sandy clay loam	79.81	18.4%		Ilw	44	160	11	61	61	16	56
Bb	Barry loam	56.86	13.1%		Ilw	49	175	12	74	74	18	71
RIA	Riddles fine sandy loam, 0 to 2 percent slopes	49.06	11.3%		I	49	140	9	87	87	68	74
WkB	Wawasee fine sandy loam, 2 to 6 percent slopes	46.45	10.7%		Ile	44	126	8	79	79	64	70
RIB2	Riddles fine sandy loam, 2 to 6 percent slopes, eroded	26.14	6.0%		Ile	42	122	8	65	65	48	55
Br	Brady sandy loam	8.56	2.0%		Ilw	35	124	8	67	67	33	48
Hk	Homer fine sandy loam, 0 to 2 percent slopes	6.89	1.6%		Ilw	40	122	8	59	59	44	44
WkC2	Wawasee fine sandy loam, 6 to 12 percent slopes, eroded	6.73	1.5%		Ille	40	113	7	65	65	49	57
MeB	Metea loamy sand, 2 to 6 percent slopes	3.89	0.9%		Ille	39	110	7	59	59	51	44
KoB	Kosciusko-Ormas complex, 2 to 6 percent slopes	2.69	0.6%		Ille	32	91	6	61	61	44	46
MaA	Markton loamy sand, 0 to 2 percent slopes	2.39	0.5%		Illw	35	117	8	54	54	39	39
Ho	Houghton muck, disintegration moraine, 0 to 2 percent slopes	0.56	0.1%		Vw				48	37	7	48
<b>Weighted Average</b>						<b>46.6</b>	<b>148.4</b>	<b>9.8</b>	<b>*n 66.2</b>	<b>*n 66.2</b>	<b>*n 38.4</b>	<b>*n 58.8</b>

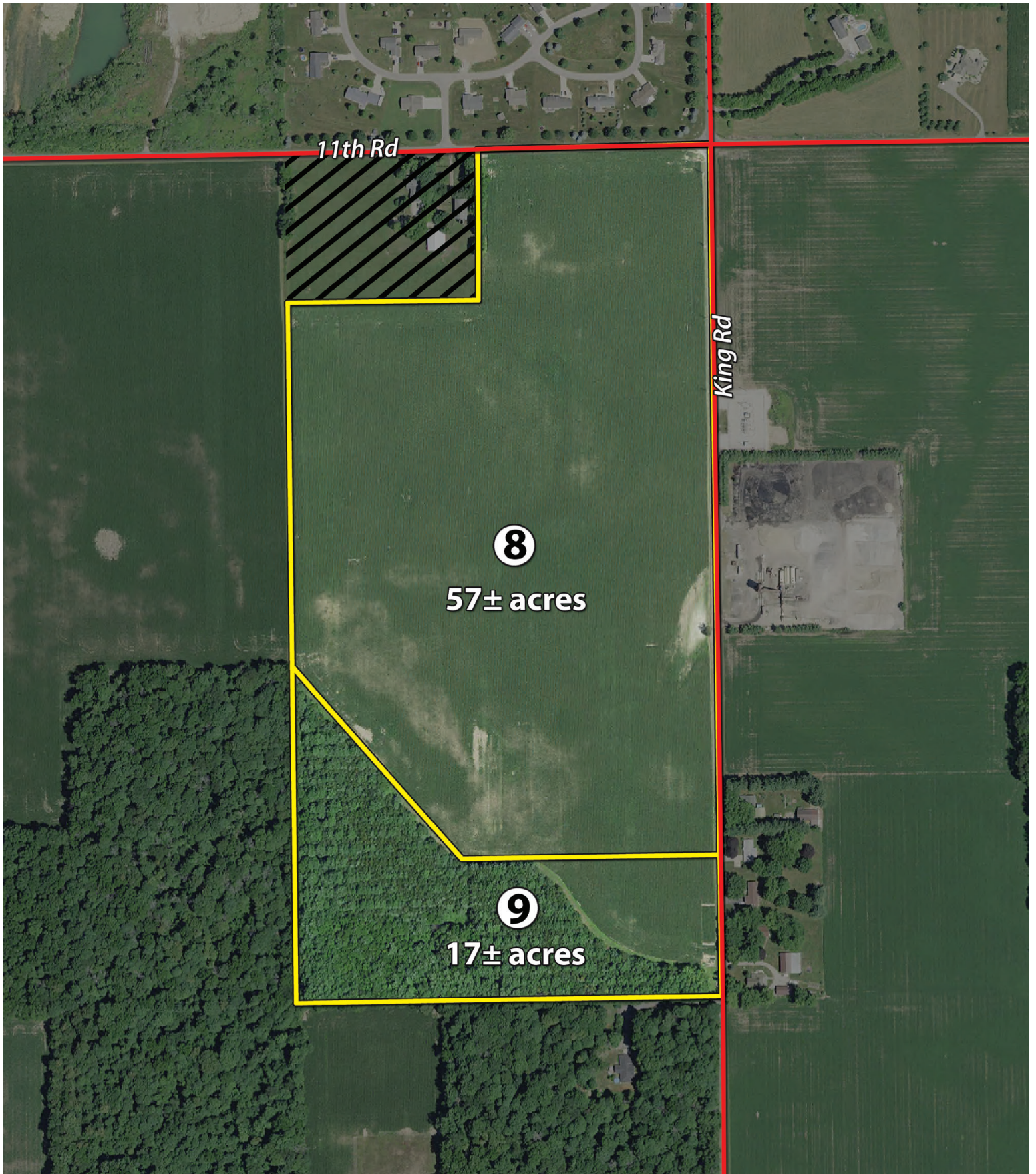
\*n: The aggregation method is "Weighted Average using major components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

# AERIAL & SOIL MAPS

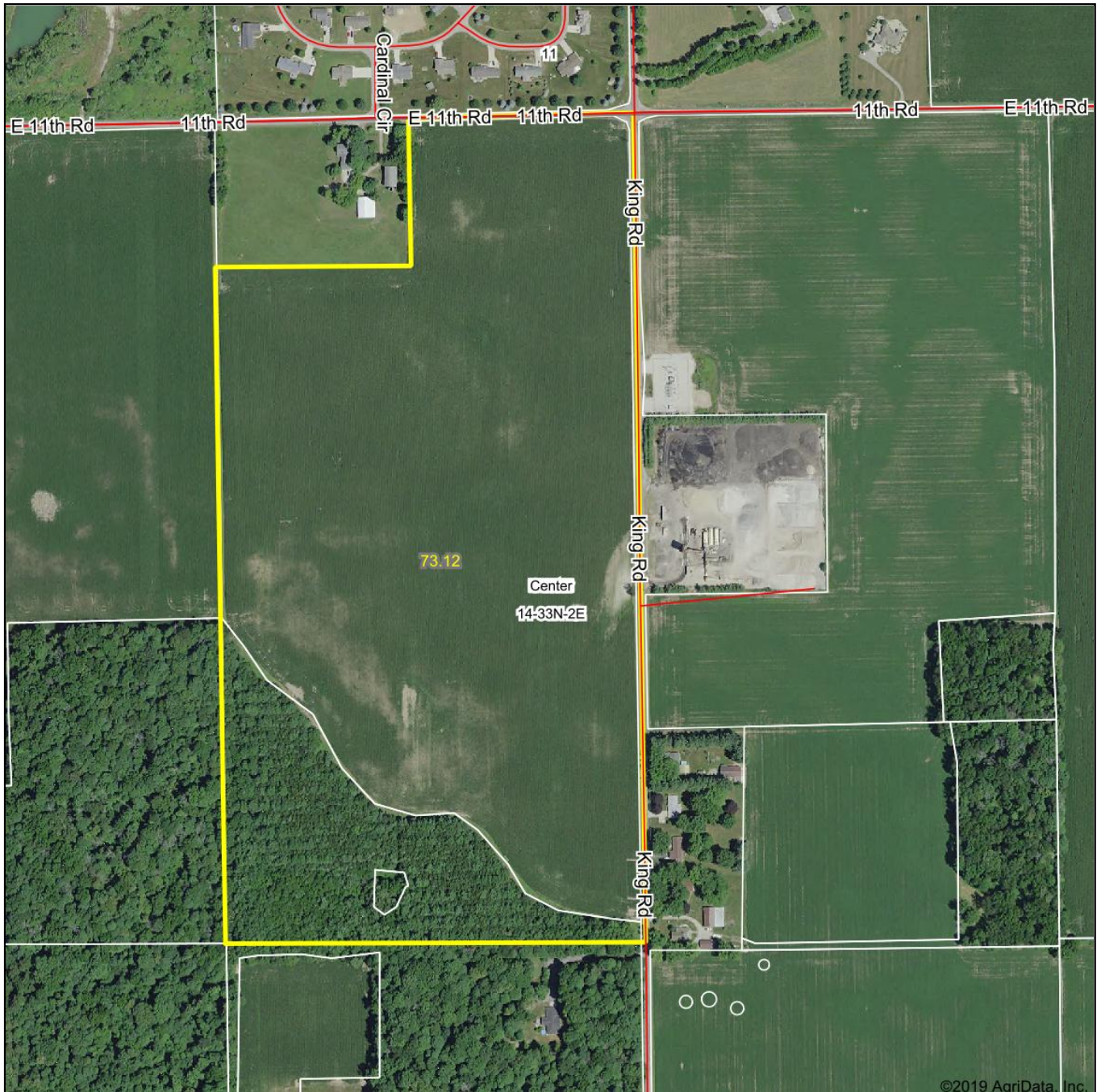
*Marshall County, IN | Tracts 8-9*



# AERIAL & SOIL MAPS

## Marshall County, IN | Tracts 8-9

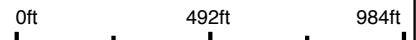
### Aerial Map



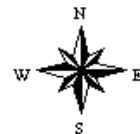
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map center: 41° 18' 50.26, -86° 15' 43.49



**14-33N-2E**  
**Marshall County**  
**Indiana**



3/11/2019

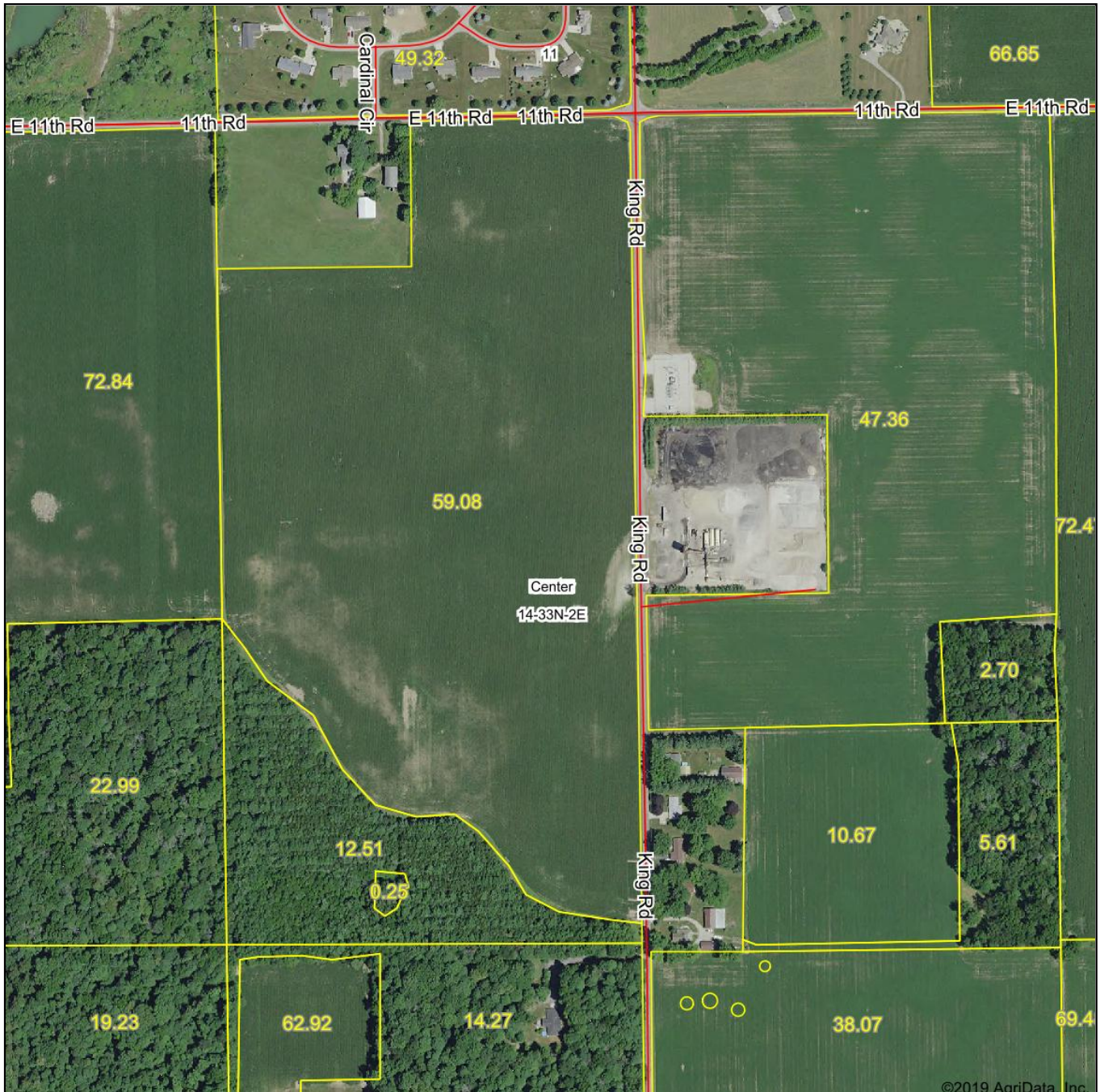


Field borders provided by Farm Service Agency as of 5/21/2008.

# AERIAL & SOIL MAPS

## Marshall County, IN | Tracts 8-9

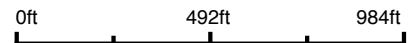
### Aerial Map



©2019 AgriData, Inc.

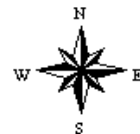


map center: 41° 18' 50.26, -86° 15' 43.49



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**14-33N-2E**  
**Marshall County**  
**Indiana**

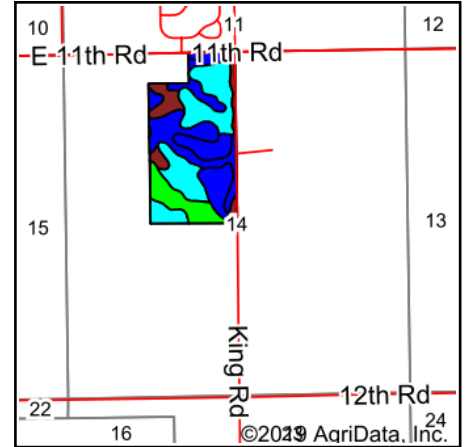
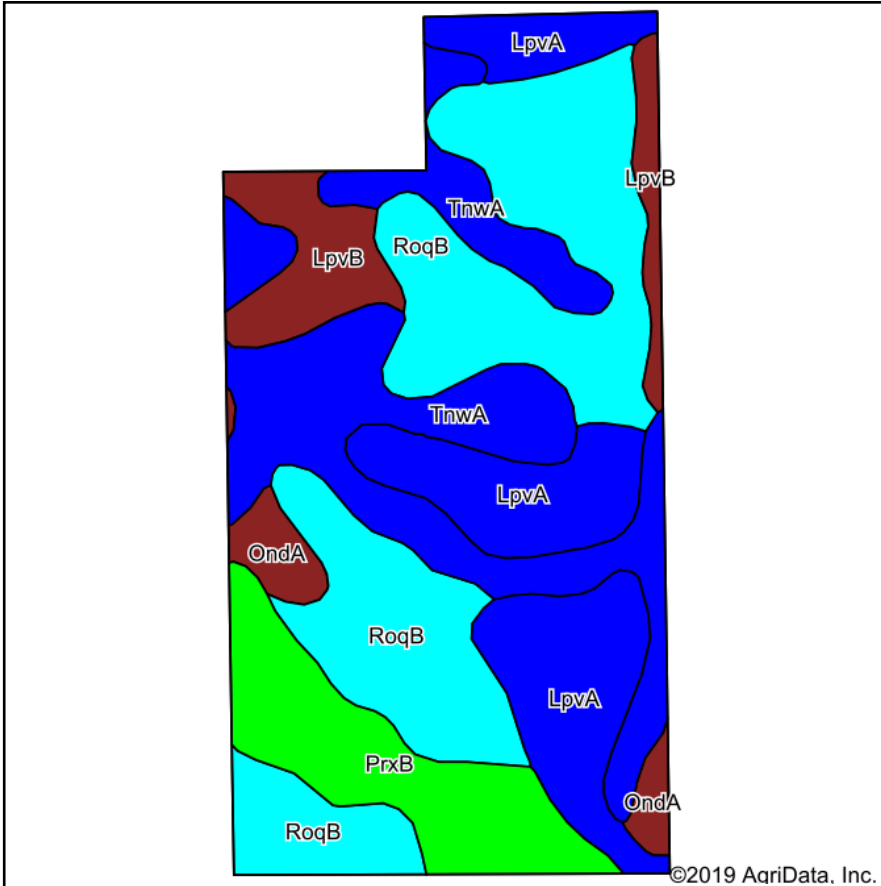


3/11/2019

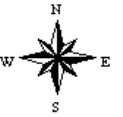
# AERIAL & SOIL MAPS

## Marshall County, IN | Tracts 8-9

### Soils Map



State: **Indiana**  
 County: **Marshall**  
 Location: **14-33N-2E**  
 Township: **Center**  
 Acres: **73.12**  
 Date: **3/11/2019**



Soils data provided by USDA and NRCS.

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www.AgriDataInc.com

Area Symbol: IN099, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn	Pasture	Soybeans	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
RoqB	Riddles-Metea complex, 1 to 5 percent slopes	25.32	34.6%		Ille	128	8	45	76	76	59	60
TnwA	Troxel silt loam, 0 to 1 percent slopes	17.42	23.8%		Is	155	10	50	92	92	72	85
LpvA	Linkville sandy loam, 0 to 1 percent slopes	14.08	19.3%		Is	143	10	46	77	77	66	69
PrxB	Plainfield sand, 2 to 6 percent slopes	8.59	11.7%		VIs	73	5	25	34	34	24	25
LpvB	Linkville sandy loam, 1 to 4 percent slopes	5.43	7.4%		Ile	145	10	47	76	76	66	68
OndA	Owosso sandy loam, 0 to 2 percent slopes	2.28	3.1%		Ils	136	9	48	78	78	61	69
<b>Weighted Average</b>						<b>132.4</b>	<b>8.7</b>	<b>44.3</b>	<b>*n 75.1</b>	<b>*n 75.1</b>	<b>*n 59.9</b>	<b>*n 64.5</b>

\*n: The aggregation method is "Weighted Average using major components"

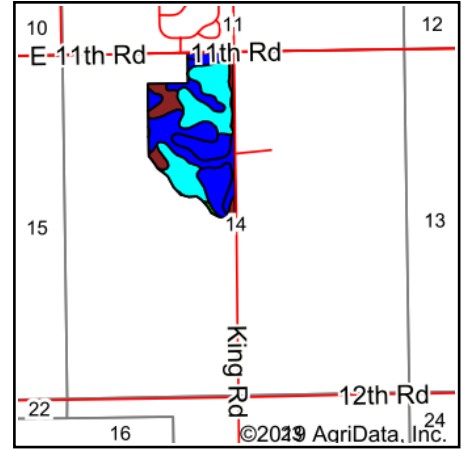
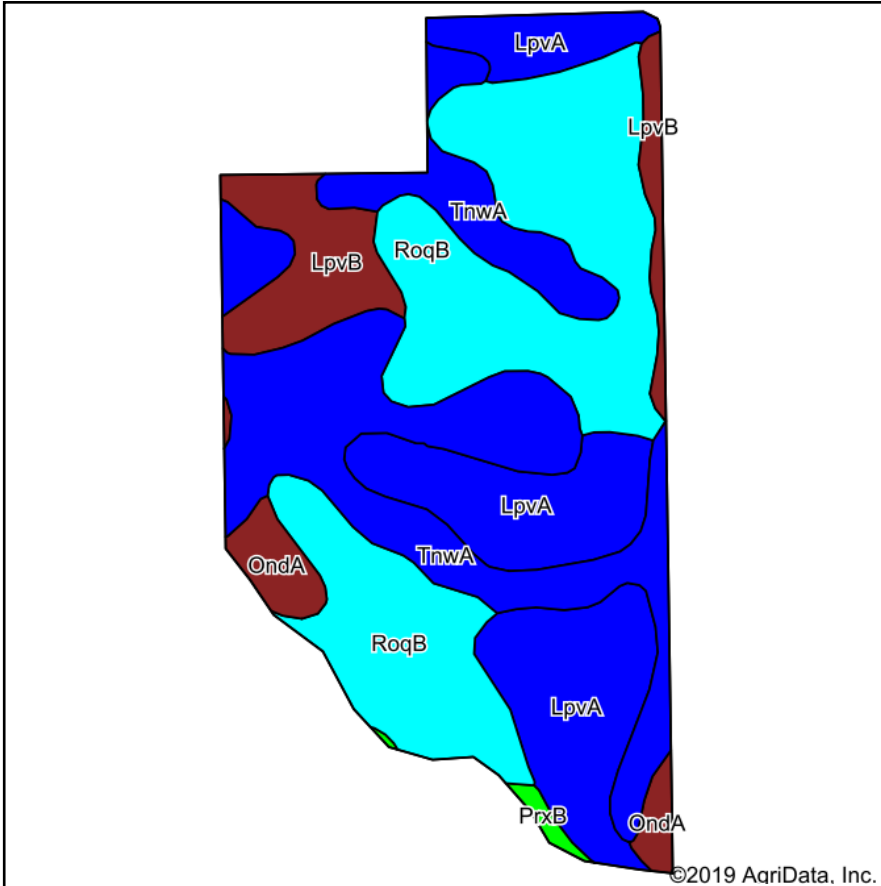
\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

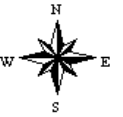
# AERIAL & SOIL MAPS

## Marshall County, IN | Tracts 8-9

### Soils Map



State: **Indiana**  
 County: **Marshall**  
 Location: **14-33N-2E**  
 Township: **Center**  
 Acres: **59.08**  
 Date: **3/11/2019**



Soils data provided by USDA and NRCS.

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Area Symbol: IN099, Soil Area Version: 21

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn	Pasture	Soybeans	*n NCCPI Overall	*n NCCPI Corn	*n NCCPI Small Grains	*n NCCPI Soybeans
RoqB	Riddles-Metea complex, 1 to 5 percent slopes	21.10	35.7%		Ille	128	8	45	76	76	59	60
TnwA	Troxel silt loam, 0 to 1 percent slopes	17.00	28.8%		Is	155	10	50	92	92	72	85
LpvA	Linkville sandy loam, 0 to 1 percent slopes	13.60	23.0%		Is	143	10	46	77	77	66	69
LpvB	Linkville sandy loam, 1 to 4 percent slopes	5.01	8.5%		Ile	145	10	47	76	76	66	68
OndA	Owosso sandy loam, 0 to 2 percent slopes	2.02	3.4%		Ils	136	9	48	78	78	61	69
PrxB	Plainfield sand, 2 to 6 percent slopes	0.35	0.6%		Vls	73	5	25	34	34	24	25
<b>Weighted Average</b>						<b>140.6</b>	<b>9.2</b>	<b>46.8</b>	<b>*n 80.7</b>	<b>*n 80.7</b>	<b>*n 64.8</b>	<b>*n 70</b>

\*n: The aggregation method is "Weighted Average using major components"

\*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

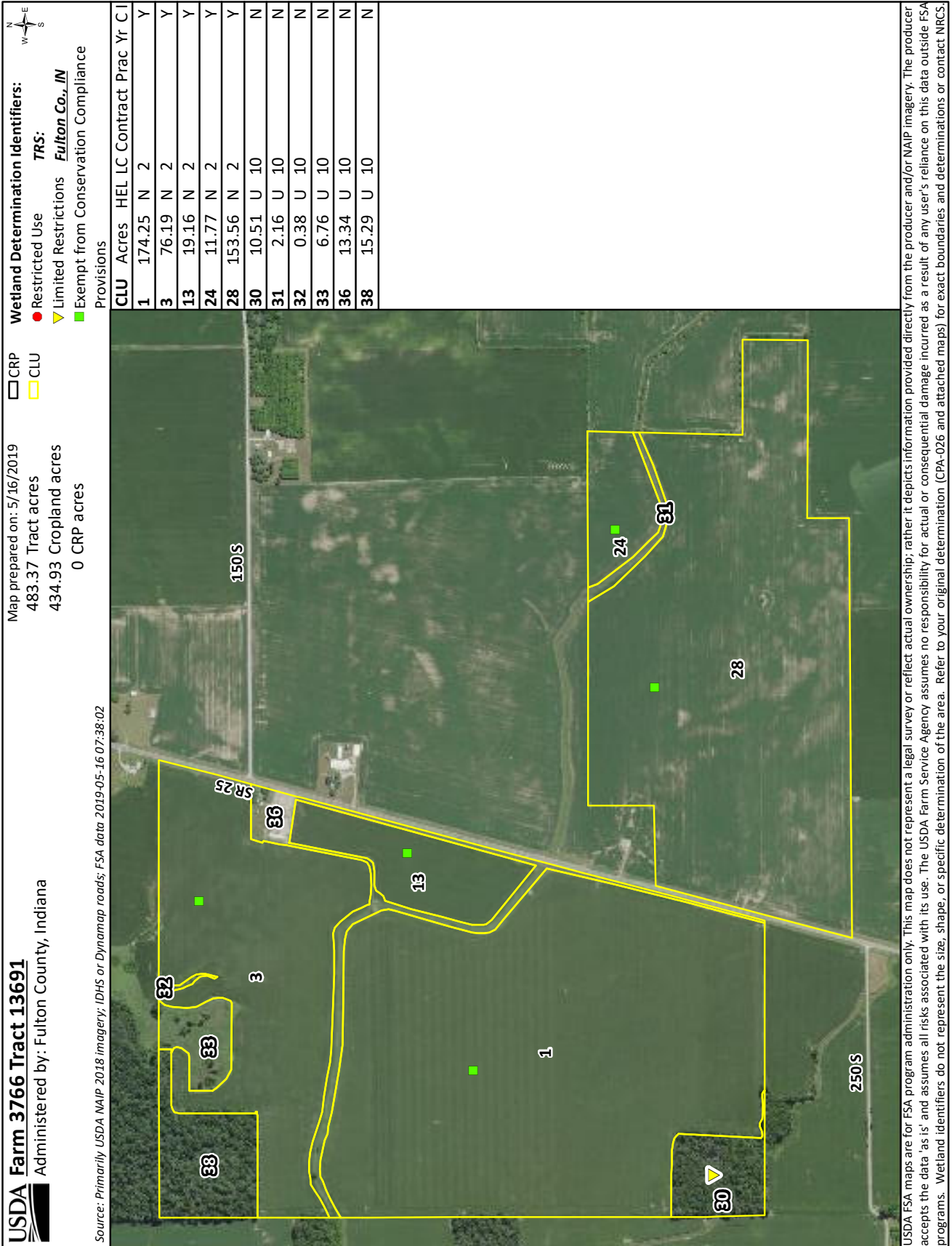




**10/15 AUCTION - FULTON & MARSHALL COUNTY, IN**  
**FSA INFORMATION**

# FSA INFORMATION

## Fulton County, IN | Tracts 1-7



# FSA INFORMATION

## Fulton County, IN | Tracts 1-7

Indiana  
Fulton

U.S. Department of Agriculture  
Farm Service Agency

Report ID: FSA-156EZ

### Abbreviated 156 Farm Record

FARM: 3766

Prepared: 8/21/19 10:29 AM

Crop Year: 2019

Page: 1 of 2

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.

<b>Operator Name</b>	<b>Farm Identifier</b>	<b>Recon Number</b>
ADAMS, KENT	DIV OF 2627	

**Farms Associated with Operator:**

950, 983, 1305, 3075, 3461, 3462, 3767, 4166, 4653, 4711, 5315, 6016, 6253

ARC/PLC G/I/F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
483.37	434.93	434.93	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	434.93	0.0	0.0				

ARC/PLC			
ARC-IC NONE	ARC-CO CORN , SOYBN	PLC NONE	PLC-Default NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	214.25		149	0.0
SOYBEANS	214.25		48	0.0
<b>Total Base Acres:</b>	428.5			

Tract Number: 13691      Description: G7/2A & 2B 34 MRL

FSA Physical Location : Fulton, IN      ANSI Physical Location: Fulton, IN

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
483.37	434.93	434.93	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	434.93	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	214.25		149	0.0
SOYBEANS	214.25		48	0.0
<b>Total Base Acres:</b>	428.5			

Owners: CUMMINS FARMS ROCHESTER INC

Other Producers: None

# FSA INFORMATION

## *Fulton County, IN | Tracts 1-7*

Indiana

U.S. Department of Agriculture

**FARM: 3766**

Fulton

Farm Service Agency

Prepared: 8/21/19 10:29 AM

Report ID: FSA-156EZ

**Abbreviated 156 Farm Record**

Crop Year: 2019

Page: 2 of 2

**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.

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# FSA INFORMATION

## Marshall County, IN | Tracts 8-9

**USDA Farm 4555 Tract 1442**

Map prepared on: 2/28/2019

Administered by: Marshall County, Indiana

CRP

TRS: 33N2E14

CLU

Marshall Co., IN

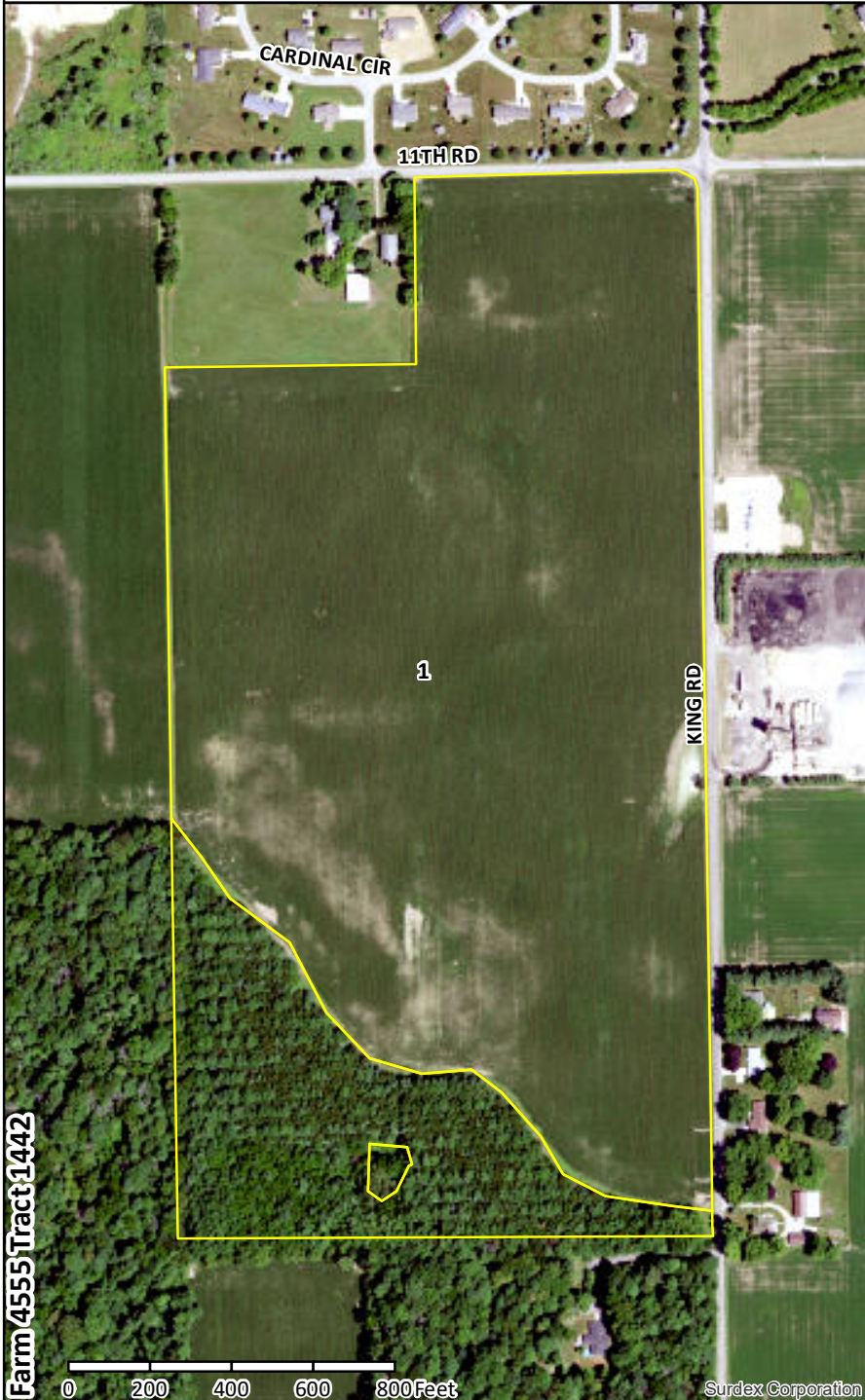


71.84 Tract acres  
59.08 Cropland acres  
0 CRP acres

**Wetland Determination Identifiers:**

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

Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2019-02-19 11:17:10



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	59.08	N	2					Y

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

# FSA INFORMATION

## Marshall County, IN | Tracts 8-9

Indiana  
Marshall

U.S. Department of Agriculture  
Farm Service Agency  
Abbreviated 156 Farm Record

**FARM: 4555**  
Prepared: 8/21/19 10:30 AM  
Crop Year: 2019  
Page: 1 of 2

Report ID: FSA-156EZ

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.

<b>Operator Name</b>	<b>Farm Identifier</b>	<b>Recon Number</b>
MOTZ, ADAM EUGENE		

**Farms Associated with Operator:**

35, 6132, 6488, 6489, 6795, 7418, 7584, 7693, 7766, 7909, 8092, 8129, 8132, 8139, 8141, 8384

**ARC/PLC G/W Eligibility:** Eligible

**CRP Contract Number(s):** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
71.84	59.08	59.08	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	59.08	0.0	0.0				

ARC/PLC			
ARC-IC NONE	ARC-CO WHEAT, CORN, SOYBN	PLC NONE	PLC-Default NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	10.3		39	0.0
CORN	47.1		149	0.0
SOYBEANS	1.4		46	0.0
<b>Total Base Acres:</b>	58.8			

**Tract Number:** 1442      **Description:** F7/1A S14 T33N R2E

**FSA Physical Location:** Marshall, IN      **ANSI Physical Location:** Marshall, IN

**BIA Range Unit Number:**

**HEL Status:** NHEL: no agricultural commodity planted on undetermined fields

**Wetland Status:** Wetland determinations not complete

**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
71.84	59.08	59.08	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	59.08	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	10.3		39	0.0
CORN	47.1		149	0.0
SOYBEANS	1.4		46	0.0

# FSA INFORMATION

## Marshall County, IN | Tracts 8-9

Indiana  
Marshall

Report ID: FSA-156EZ

U.S. Department of Agriculture  
Farm Service Agency

### Abbreviated 156 Farm Record

**FARM: 4555**

Prepared: 8/21/19 10:30 AM

Crop Year: 2019

Page: 2 of 2

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.

---

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
Total Base Acres:	58.8			

Owners: CUMMINS FARMS ROCHESTER INC

Other Producers: None

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**10/15 AUCTION - FULTON & MARSHALL COUNTY, IN**  
**COUNTY TAX INFO**

# COUNTY TAX INFORMATION

## Fulton County, IN | Tracts 1-7

Rochester Twp Res Acreag 1/2

ST. RD 25 100, Vacant Land

CUMMINS FARM INC

25-07-95-200-002-000-008

Notes  
4/6/2010 : CG, CYC/REV, 2009, DM.

Transfer of Ownership  
Doc ID Code Book/Page Adj Sale Price VI  
WD / \$0 I

Ownership  
CUMMINS FARM INC  
% Karen Kaser  
3682 E Autumn Trail  
WARSAM, IN 46582

General Information  
Parcel Number  
25-07-95-200-002-000-008  
Local Parcel Number  
00910316400  
Tax ID:

Routing Number  
97-200-002-2

Legal  
NW DIV NW 35 MRL 72.50A N D E N E E D  
N D NW 35 MRL 134.10A  
501-00005-00,653-00024-00,723-0023500

Location Information  
County  
Fulton  
Township  
ROCHESTER TOWNSHIP

Property Class 100  
Vacant Land  
Year: 2020

Valuation Records (Work In Progress values are not certified values and are subject to change)

Assessment Year	2019	2018	2017	2016	2015
Reason For Change	AA	AA	AA	AA	AA
As Of Date	04/04/2019	06/20/2018	03/29/2017	05/04/2016	05/15/2015
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land	\$322,800	\$333,200	\$382,800	\$405,500	\$424,200
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$322,800	\$333,200	\$382,800	\$405,500	\$424,200
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$322,800	\$333,200	\$382,800	\$405,500	\$424,200
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$322,800	\$333,200	\$382,800	\$405,500	\$424,200
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Agricultural

Land Data (Standard Depth: Res 100'; Cl 100'; Base Lot: Res 0' X 0'; Cl 0' X 0')

Land Type	Pricing Method ID	Soil	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
4	A	RIB2	0	21.7	0.94	\$1,560	\$1,466	\$31,812	0%	0%	1.0000	\$31,810
4	A	RIA	0	32	0.98	\$1,560	\$1,529	\$48,928	0%	0%	1.0000	\$48,930
4	A	Bb	0	30.45	1.19	\$1,560	\$1,856	\$56,515	0%	0%	1.0000	\$56,520
4	A	MaA	0	6.5	0.81	\$1,560	\$1,264	\$8,216	0%	0%	1.0000	\$8,220
4	A	Br	0	2.25	0.85	\$1,560	\$1,326	\$2,984	0%	0%	1.0000	\$2,980
4	A	MeB	0	2.4	0.72	\$1,560	\$1,123	\$2,695	0%	0%	1.0000	\$2,700
4	A	CrA	0	94.92	1.02	\$1,560	\$1,591	\$151,018	0%	0%	1.0000	\$151,020
4	A	Se	0	12.5	1.02	\$1,560	\$1,591	\$19,888	0%	0%	1.0000	\$19,890
6	A	Se	0	2,200.00	1.02	\$1,560	\$1,591	\$3,500	-80%	0%	1.0000	\$700
81	A	ERA	0	0.1600	1.00	\$1,560	\$1,560	\$250	-100%	0%	1.0000	\$00
82	A	Electricity	0	0.9100	1.00	\$1,560	\$1,560	\$1,420	-100%	0%	1.0000	\$00
82	A	TIF	0	0.6100	1.00	\$1,560	\$1,560	\$952	-100%	0%	1.0000	\$00

Characteristics  
Flood Hazard  
Paved  
Electricity  
Streets or Roads  
Neighborhood Life Cycle Stage  
Monday, August 19, 2019  
Review Group 2

Land Computations  
Calculated Acreage 206.60  
Actual Frontage 0  
Developer Discount   
Parcel Acreage 206.60  
81 Legal Drain NV 0.16  
82 Public Roads NV 1.52  
83 UT Towers NV 0.00  
9 Homesite 0.00  
91/92 Acres 0.00  
Total Acres Farmland 204.92  
Farmland Value \$322,770  
Measured Acreage 204.92  
Avg Farmland Value/Acre 1575  
Value of Farmland \$322,750  
Classified Total \$0  
Farm / Classified Value \$322,800  
Homesite(s) Value \$0  
91/92 Value \$0  
Supp. Page Land Value \$0  
CAP 1 Value \$322,800  
CAP 2 Value \$0  
CAP 3 Value \$0  
Total Value \$322,800

Appraiser 12/04/2016 TYLER  
Collector 09/18/2009 CG

External Only

Appraiser 12/04/2016 TYLER

# COUNTY TAX INFORMATION

## Fulton County, IN | Tracts 1-7

Rochester Twp Res Acreag 1/2

ST. RD. 25 100, Vacant Land

Cummins Farm Inc

25-07-94-300-001.020-008

**Notes**  
4/12/2010 : CG, CYC/REV. 2009, PROP CLASS FROM 101--10 PAY 11--DM.

**Transfer of Ownership**  
Date: 02/20/2004  
Owner: Cummins Farm Inc  
Doc ID: 02202004  
Code: WD  
Book/Page: /  
Adj Sale Price: /  
Vil: \$0

**Ownership**  
Cummins Farm Inc  
% Karen Kaser  
3682 E Autumn Trail  
WARSAW, IN 46582  
DOC #0306332 CONT

**General Information**  
Parcel Number: 25-07-94-300-001.020-008  
Local Parcel Number: 00910316000  
Tax ID:

**Routing Number**  
96-300-001-9

**Legal**  
PT S1/2 NW FRL 34 MRL 34 A SW FRL  
34 MRL 93.732A. 653-03160-00  
551-00003-00, 670-00009-00, 723-0023500

**Property Class**  
Vacant Land

**Location Information**  
Year: 2020

**Valuation Records (Work In Progress values are not certified values and are subject to change)**

Assessment Year	2019	2018	2017	2016	2015
Reason For Change	AA	AA	AA	AA	AA
As Of Date	04/04/2019	06/20/2018	03/29/2017	05/04/2016	05/15/2015
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land	\$190,700	\$196,800	\$226,200	\$239,600	\$250,700
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$190,700	\$196,800	\$226,200	\$239,600	\$250,700
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$190,700	\$196,800	\$226,200	\$239,600	\$250,700
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$190,700	\$196,800	\$226,200	\$239,600	\$250,700
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

**Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 0' X 0', Cl 0' X 0')**

Land Type	Pricing Method	Soil	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
4	A	WKC2	0	3.4435	0.77	\$1,560	\$1,201	\$4,136	0%	0%	1.0000	\$4,140
4	A	WkB	0	32.0901	0.89	\$1,560	\$1,388	\$44,541	0%	0%	1.0000	\$44,540
4	A	CrA	0	23.5567	1.02	\$1,560	\$1,591	\$37,479	0%	0%	1.0000	\$37,480
4	A	Br	0	4.0094	0.85	\$1,560	\$1,326	\$5,316	0%	0%	1.0000	\$5,320
4	A	Hk	0	1.594	0.81	\$1,560	\$1,264	\$2,015	0%	0%	1.0000	\$2,010
4	A	Bb	0	7.5759	1.19	\$1,560	\$1,856	\$14,061	0%	0%	1.0000	\$14,060
4	A	Se	0	51.9311	1.02	\$1,560	\$1,591	\$82,622	0%	0%	1.0000	\$82,620
6	A	Ho	0	3.5292	0.50	\$1,560	\$780	\$2,753	-80%	0%	1.0000	\$550

**Land Computations**

Calculated Acreage	127.73
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	127.73
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	127.73
Farmland Value	\$190,720
Measured Acreage	127.73
Avg Farmland Value/Acre	1493
Value of Farmland	\$190,700
Classified Total	\$0
Farm / Classified Value	\$190,700
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$190,700
CAP 2 Value	\$0
CAP 3 Value	\$0
<b>Total Value</b>	<b>\$190,700</b>

**Characteristics**  
 Topography:  Flood Hazard  
 Level:   
 Public Utilities:  ERA  
 Electricity:   
 Streets or Roads:  TIF  
 Paved:   
 Neighborhood Life Cycle Stage:   
 Other:   
 Printed: Monday August 19, 2019  
 Review Group: 2

**Data Source**: External Only  
**Collector**: 09/11/2009 CG  
**Appraiser**: 12/06/2016 TYLER

**Location Information**  
 County: Fulton  
 Township: ROCHESTER TOWNSHIP  
 District 008 (Local 009)  
 ROCHESTER TOWNSHIP  
 School Corp 2645  
 ROCHESTER COMMUNITY  
 Neighborhood 09000-008  
 Rochester Twp Res Acreage Default  
 Section/Plat

# COUNTY TAX INFORMATION

## Fulton County, IN | Tracts 1-7

25-07-29-200-001,000-008

300 S

100, Vacant Land

Rochester Twp Res Acreag 1/2

Notes  
4/7/2010 : CG, CYCIREV, 2009--DM.

**General Information**  
Parcel Number  
25-07-29-200-001,000-008  
Local Parcel Number  
00910316300  
Tax ID:

**Ownership**  
CUMMINS FARM INC  
% Karen Kaser  
3682 E Autumn Trail  
WARSAW, IN 46582

**Transfer of Ownership**  
Doc ID Code Book/Page Adj Sale Price VII  
WD / / \$0 I

**Owner**  
Date  
06/21/2005 CUMMINS FARM INC

**Routing Number**  
73-200-11  
**Property Class**  
Vacant Land

**Legal**  
NWD NE FRL 29-30-3, 20.80 A SE C NE  
NE 29-30-3 9.06 A  
653-03163-00, 723-03163-00

**Assessment Year**  
2020 WIP  
Reason For Change  
07/12/2019  
As Of Date  
04/04/2019  
Valuation Method  
Indiana Cost Mod  
Equalization Factor  
1.0000  
Notice Required

**Valuation Records (Work In Progress values are not certified values and are subject to change)**

Assessment Year	2019	2018	2017	2016	2015
Reason For Change	AA	AA	AA	AA	AA
As Of Date	04/04/2019	06/20/2018	03/29/2017	05/04/2016	05/15/2015
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land	\$44,000	\$45,400	\$52,200	\$55,300	\$57,800
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$44,000	\$45,400	\$52,200	\$55,300	\$57,800
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$44,000	\$45,400	\$52,200	\$55,300	\$57,800
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$44,000	\$45,400	\$52,200	\$55,300	\$57,800
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

**Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 0' X 0', Cl 0' X 0')**

Land Pricing Soil Type Method ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infli. %	Res Elig %	Market Factor	Value
4 A CrA	0	0.1256	1.02	\$1,560	\$1,591	\$200	0%	0%	1,0000	\$200
4 A Bb	0	4.4555	1.19	\$1,560	\$1,856	\$8,269	0%	0%	1,0000	\$8,270
4 A RIB2	0	5.8377	0.94	\$1,560	\$1,466	\$8,558	0%	0%	1,0000	\$8,560
4 A RIA	0	17.3088	0.98	\$1,560	\$1,529	\$26,465	0%	0%	1,0000	\$26,470
6 A Bb	0	1.3324	1.19	\$1,560	\$1,856	\$2,473	-80%	0%	1,0000	\$490

**Land Computations**

Calculated Acreage	29.06
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	29.06
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	29.06
Farmland Value	\$43,990
Measured Acreage	29.06
Avg Farmland Value/Acre	1514
Value of Farmland	\$44,000
Classified Total	\$0
Farm / Classified Value	\$44,000
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$44,000
CAP 2 Value	\$0
CAP 3 Value	\$0
<b>Total Value</b>	<b>\$44,000</b>

**Market Model**  
09000-008

**Characteristics**

**Topography**  
Level, Rolling

**Flood Hazard**  
ERA

**Public Utilities**  
Gas

**Streets or Roads**  
Paved

**TIF**

**Neighborhood Life Cycle Stage**  
Other

Printed Monday, August 19, 2019  
Review Group 2

**Data Source** External Only **Collector** 09/17/2009 CG **Appraiser** 12/04/2016 TYLER

# COUNTY TAX INFORMATION

## Fulton County, IN | Tracts 1-7

Rochester Twp Res Acreag 1/2

**CUMMINS FARM INC**  
 Ownership  
 CUMMINS FARM INC  
 % Karen Kaser  
 3682 E Autumn Trail  
 WARSAW, IN 46582

**E 150 S REAR**  
 Date  
 06/21/2005  
 Owner  
 CUMMINS FARM INC

**100, Vacant Land**  
 Transfer of Ownership  
 Doc ID Code Book/Page Adj Sale Price VII  
 WD / / \$0 I

**Rochester Twp Res Acreag**  
 Notes  
 5/7/2010 : RTO, CYC/REV, 2009, PROP CLASS  
 FROM 500, TILLABLE, --DM.

**General Information**  
 Parcel Number  
 25-07-20-400-002.000-008  
 Local Parcel Number  
 00910316200  
 Tax ID:

**Routing Number**  
 64-400-5  
**Property Class 100**  
 Vacant Land

**Location Information**  
 County  
 Fulton  
 Township  
 ROCHESTER TOWNSHIP  
 District 008 (Local 009)  
 ROCHESTER TOWNSHIP  
 School Corp 2645  
 ROCHESTER COMMUNITY  
 Neighborhood 09000-008  
 Rochester Twp Res Acreage Default  
 Section/Plat

**Valuation Records (Work in Progress values are not certified values and are subject to change)**

Assessment Year	2018	2017	2016	2015
<b>Reason For Change</b>	AA	AA	AA	AA
<b>As Of Date</b>	04/04/2019	03/29/2017	05/04/2016	05/15/2015
<b>Valuation Method</b>	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
<b>Equalization Factor</b>	1.0000	1.0000	1.0000	1.0000
<b>Notice Required</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Land</b>	\$1,300	\$1,600	\$1,700	\$1,700
Land Res (1)	\$0	\$0	\$0	\$0
Land Non Res (2)	\$1,300	\$1,600	\$1,700	\$1,700
Land Non Res (3)	\$0	\$0	\$0	\$0
<b>Improvement</b>	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0
<b>Total</b>	\$1,300	\$1,600	\$1,700	\$1,700
Total Res (1)	\$0	\$0	\$0	\$0
Total Non Res (2)	\$1,300	\$1,600	\$1,700	\$1,700
Total Non Res (3)	\$0	\$0	\$0	\$0

**Land Pricing Soil Act**

Land Type	Pricing Method ID	Soil	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Market Elig %	Factor	Value
6	A	CrA	0	4.15	1.02	\$1,560	\$1,591	\$6,603	-80%	0%	1.0000	\$1,320

**Land Data (Standard Depth: Res 100" Cl 100" Base Lot: Res 0" X 0', Cl 0' X 0')**

Land Computations	Value
Calculated Acreage	4.15
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	4.15
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	4.15
Farmland Value	\$1,320
Measured Acreage	4.15
Avg Farmland Value/Acre	318
Value of Farmland	\$1,320
Classified Total	\$0
Farm / Classified Value	\$1,300
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$1,300
CAP 3 Value	\$0
<b>Total Value</b>	<b>\$1,300</b>

**Legal**  
 MD S SIDE SE FRL 20-30-3 4.15A  
 653-03162-00723-03162-00

**Land Computations**

**Characteristics**  
 Topography  Flood Hazard   
 Level   
 Public Utilities  ERA   
 Electricity   
 Streets or Roads  TIF   
 Paved   
 Neighborhood Life Cycle Stage  
 Other   
 Monday, August 19, 2019  
 Review Group 2

**Data Source** External Only **Collector** 08/18/2009 RTO **Appraiser** 12/04/2016 TYLER

# COUNTY TAX INFORMATION

## Fulton County, IN | Tracts 1-7

25-07-19-400-001.000-008

100, Vacant Land

100, Vacant Land

100, Vacant Land

100, Vacant Land

100, Vacant Land

100, Vacant Land

General Information

Parcel Number  
25-07-19-400-001.000-008

Local Parcel Number  
00910316100

Tax ID:

Routing Number  
63-400-4

Property Class 100  
Vacant Land

Year: 2020

Location Information

County  
Fulton

Township  
ROCHESTER TOWNSHIP

District 008 (Local 009)  
ROCHESTER TOWNSHIP

School Corp 2845  
ROCHESTER COMMUNITY

Neighborhood 09000-008  
Rochester Twp Res Acreage Default

Section/Plat

Ownership

Cummins Farm Inc

Cummins Farm Inc

Cummins Farm Inc

Cummins Farm Inc

Cummins Farm Inc

Cummins Farm Inc

Transfer of Ownership

Doc ID Code Book/Page Adj Sale Price VII

WD / \$0 I

WD / \$0 I

WD / \$0 I

WD / \$0 I

WD / \$0 I

Notes

5/10/2010 : CYC REV/RTO 8/13/09 SR

5/10/2010 : CYC REV/RTO 8/13/09 SR

5/10/2010 : CYC REV/RTO 8/13/09 SR

5/10/2010 : CYC REV/RTO 8/13/09 SR

5/10/2010 : CYC REV/RTO 8/13/09 SR

5/10/2010 : CYC REV/RTO 8/13/09 SR

Legal

SD W 1/2 E 1/2 19-30-3 99.78 A.  
551-00003-00, 653-03161-00  
670-00009-00, 723-03161-00

SD W 1/2 E 1/2 19-30-3 99.78 A.  
551-00003-00, 653-03161-00  
670-00009-00, 723-03161-00

SD W 1/2 E 1/2 19-30-3 99.78 A.  
551-00003-00, 653-03161-00  
670-00009-00, 723-03161-00

SD W 1/2 E 1/2 19-30-3 99.78 A.  
551-00003-00, 653-03161-00  
670-00009-00, 723-03161-00

SD W 1/2 E 1/2 19-30-3 99.78 A.  
551-00003-00, 653-03161-00  
670-00009-00, 723-03161-00

SD W 1/2 E 1/2 19-30-3 99.78 A.  
551-00003-00, 653-03161-00  
670-00009-00, 723-03161-00

Valuation Records (Work In Progress values are not certified values and are subject to change)

Assessment Year

Reason For Change

As Of Date

Valuation Method

Equalization Factor

Notice Required

Year	2020	2019	2018	2017	2016	2015
Reason For Change	WIP	AA	AA	AA	AA	AA
As Of Date	07/12/2019	04/04/2019	06/20/2018	03/29/2017	05/04/2016	05/15/2015
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Land	\$127,000	\$131,000	\$159,500	\$159,500	\$166,900
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$127,000	\$131,000	\$159,500	\$159,500	\$166,900
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$127,000	\$131,000	\$159,500	\$159,500	\$166,900

Land	\$127,000	\$131,000	\$159,500	\$159,500	\$166,900
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$127,000	\$131,000	\$159,500	\$159,500	\$166,900
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 0' X 0', Cl 0' X 0')

Land Type	Pricing Method ID	Soil Front.	Act Front.	Size Factor	Rate	Adj. Rate	Ext. Value	Infli. %	Res Elig %	Market Factor	Value
4 A	Hk	0	3.5000	0.81	\$1,560	\$1,264	\$4,424	0%	0%	1.0000	\$4,420
4 A	Mx	0	1.7000	0.94	\$1,560	\$1,466	\$2,492	0%	0%	1.0000	\$2,490
4 A	Ho	0	2.5500	0.50	\$1,560	\$780	\$1,989	0%	0%	1.0000	\$1,990
4 A	Bb	0	5.2000	1.19	\$1,560	\$1,856	\$9,651	0%	0%	1.0000	\$9,650
4 A	WKC2	0	1.5000	0.77	\$1,560	\$1,201	\$1,802	0%	0%	1.0000	\$1,800
4 A	CrA	0	20.5000	1.02	\$1,560	\$1,591	\$32,616	0%	0%	1.0000	\$32,620
4 A	Se	0	31.2500	1.02	\$1,560	\$1,591	\$49,719	0%	0%	1.0000	\$49,720
4 A	WKB	0	10.8500	0.89	\$1,560	\$1,388	\$15,060	0%	0%	1.0000	\$15,060
4 A	KoB	0	2.6000	0.60	\$1,560	\$936	\$2,434	0%	0%	1.0000	\$2,430
6 A	CrA	0	10.2500	1.02	\$1,560	\$1,591	\$16,308	-80%	0%	1.0000	\$3,260
6 A	Bb	0	9.36	1.19	\$1,560	\$1,856	\$17,372	-80%	0%	1.0000	\$3,470
81 A	A	0	0.5200	1.00	\$1,560	\$1,560	\$811	-100%	0%	1.0000	\$00

Land Computations

Calculated Acreage	99.78
Actual Frontage	0
Developer Discount	<input type="checkbox"/>
Parcel Acreage	99.78
81 Legal Drain NV	0.52
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	99.26
Farmland Value	\$126,910
Measured Acreage	99.26
Avg Farmland Value/Acre	1279
Value of Farmland	\$126,950
Classified Total	\$0
Farm / Classified Value	\$127,000
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$127,000
CAP 2 Value	\$0
CAP 3 Value	\$0
Total Value	\$127,000

Appraiser 12/04/2016 TYLER

Collector 08/13/2009 RTO

External Only

Data Source

Monday, August 19, 2019

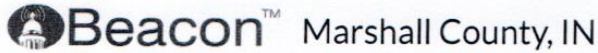
Review Group 2

Neighborhood Life Cycle Stage

Other

# COUNTY TAX INFORMATION

## Marshall County, IN | Tracts 8-9



### Summary (Auditor)

Parcel ID	50321400002000018
Alternate ID	0020198400
Property Address	KING RD PLYMOUTH
Sec/Twp/Rng	14/33/2
Taxing Unit	CENTER TWP
Political Township	CENTER TOWNSHIP
Subdivision	N/A
Neighborhood	CENTER TWP RURAL (ACREAGE) (200501-018)
Zoning	R-1
Building Jurisdiction	PLYMOUTH
Brief Tax Description	ACREAGE: 73.63 AUDITOR DESC: E 1/2 NW 1/4 EX EX LEGAL DESC: (Note: Not to be used on legal documents)
Book/Page	N/A
Acres	73.630
Class	Ag - Vacant lot

### Owners (Auditor)

**Deeded Owner**  
 Cummins Farms Rochester Inc  
 % KAREN KASER  
 3682 E AUTUMN TRAIL  
 WARSAW, IN 46582

### Homestead Allocations (Auditor)

Tax Year	Allocation Group	Value Sum
2018 Pay 2019	Residential Land	\$0.00
2018 Pay 2019	Non residential Land	\$93,500.00
2018 Pay 2019	Residential Improvement	\$0.00
2018 Pay 2019	Non residential Improvements	\$0.00
2017 Pay 2018	Non residential Land	\$107,500.00
2016 Pay 2017	Non residential Land	\$113,900.00

### Tax History (Treasurer)

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

Detail:					
Tax Year	Type	Category	Description	Amount	Bal Due
2018 Pay 2019	Property Tax Detail	Tax	1st Installment Tax	\$810.08	\$0.00
2018 Pay 2019	Special Assessment Detail	Tax	YELLOW RIV CNTR (802) 1st Installment Tax	\$7.36	\$0.00
2018 Pay 2019	Property Tax Detail	Tax	2nd Installment Tax	\$810.08	\$0.00
2018 Pay 2019	Special Assessment Detail	Tax	YELLOW RIV CNTR (802) 2nd Installment Tax	\$0.00	\$0.00
2017 Pay 2018	Property Tax Detail	Tax	1st Installment Tax	\$832.75	
2017 Pay 2018	Special Assessment Detail	Tax	YELLOW RIV CNTR (802) 1st Installment Tax	\$7.36	
2017 Pay 2018	Property Tax Detail	Tax	2nd Installment Tax	\$832.75	
2017 Pay 2018	Special Assessment Detail	Tax	YELLOW RIV CNTR (802) 2nd Installment Tax	\$0.00	
2016 Pay 2017	Property Tax Detail	Tax	1st Installment Tax	\$870.03	
2016 Pay 2017	Property Tax Detail	Tax	2nd Installment Tax	\$870.03	
2015 Pay 2016	Property Tax Detail	Tax	1st Installment Tax	\$896.64	
2015 Pay 2016	Special Assessment Detail	Tax	YELLOW RIV CNTR (802) 1st Installment Tax	\$7.36	
2015 Pay 2016	Property Tax Detail	Tax	2nd Installment Tax	\$896.64	
2015 Pay 2016	Special Assessment Detail	Tax	YELLOW RIV CNTR (802) 2nd Installment Tax	\$0.00	
2014 Pay 2015	Property Tax Detail	Tax	1st Installment Tax	\$880.45	
2014 Pay 2015	Property Tax Detail	Tax	2nd Installment Tax	\$880.45	

Total:			
Tax Year	Amount	Bal Due	
2018 Pay 2019	\$1,627.52	\$0.00	
2017 Pay 2018	\$1,672.86		
2016 Pay 2017	\$1,740.06		
2015 Pay 2016	\$1,800.64		
2014 Pay 2015	\$1,760.90		

# COUNTY TAX INFORMATION

## Marshall County, IN | Tracts 8-9

### Payments (Treasurer)

Detail:			
Tax Year	Payment Date	Paid By	Amount
2018 Pay 2019	4/22/2019	CUMMINS FARMS ROCHESTER INC	\$1,627.52
2017 Pay 2018	4/24/2018	CUMMINS FARMS ROCHESTER INC	\$1,672.86
2016 Pay 2017	4/25/2017	CUMMINS FARMS ROCHESTER INC	\$1,740.06
2015 Pay 2016	4/22/2016	CUMMINS FARMS ROCHESTER INC	\$1,800.64
2014 Pay 2015	4/23/2015	CUMMINS FARMS ROCHESTER INC	\$1,760.90

Total:	
Tax Year	Amount
2018 Pay 2019	\$1,627.52
2017 Pay 2018	\$1,672.86
2016 Pay 2017	\$1,740.06
2015 Pay 2016	\$1,800.64
2014 Pay 2015	\$1,760.90

### Tax Payments (Treasurer)

[Pay taxes online](#)

### Notes (Auditor)

11/7/2005	TRANSFER	Transfer from: UNKNOWN AT CONVERSION Date of Transfer: 1901-01-01 00:00:00 Recorder Document number: Legl Desc: E 1/2 NW 1/4 EX EX 020143320002 A73.63
11/7/2005	NOTE	MISC: MISC1: SCH DIST: 5485 PLYMOUTH COMMUNITY SCHOOLS

No data available for the following modules: Condominiums, Deductions (Auditor), Transfer History (Auditor), Photos (Assessor), Sketches (Assessor).

User Privacy Policy  
GDPR Privacy Notice

Last Data Upload: 8/19/2019, 5:16:02 AM

Version 2.3.0

Developed by  
 Schneider  
GEO SPATIAL



**10/15 AUCTION - FULTON & MARSHALL COUNTY, IN**  
**PRELIMINARY TITLE**  
**AGREEMENT**

# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

Commitment No. F190833C

### COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO 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 EXTRACONTRACTUAL 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, Chicago Title Insurance Company, a Florida corporation (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.

#### 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.

*This page is only a part of a 2016 ALTA<sup>®</sup> Commitment for Title Insurance [issued by Chicago 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].*



# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

- (a) "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.
  - (b) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (c) "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.
  - (d) "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.
  - (e) "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 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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].*



# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

- (a) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (b) 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.
- (c) 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>.

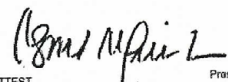

Countersigned: \_\_\_\_\_

Authorized Signatory

**McKesson Title Corp.**  
407 N. Center Street  
Plymouth, IN 46563

CHICAGO TITLE INSURANCE COMPANY

By:

  
ATTEST President  
  
Secretary



# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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].*

<b>Commitment No:</b> F190833C	<b>Revision Number:</b>	<b>File Number:</b> F190833C	<b>Issuing Office:</b> 407 N. Center Street Plymouth, IN 46563
<b>Property Address:</b>	<b>Loan ID Number:</b>	<b>ALTA Universal ID:</b> 0001102	<b>Issuing Agent:</b> McKesson Title Corp.

**NOTICE:** Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered. This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired. No title insurance agent or any other person other than a licensed Indiana attorney may provide legal advice concerning the status of title to the property described in the title commitment.

### SCHEDULE A

1. Commitment Date: **08/13/2019**
2. Policy to be issued: Proposed Policy Amount:  
OWNER'S: ALTA Owner's \$  
Proposed Insured:  
MORTGAGEE: ALTA Loan Policy \$  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in: **Cummins Farms - Rochester, Inc.**
5. The Land is described as follows:

**The South West Fractional Quarter (SW frl 1/4) west of the Michigan Road, of Section Thirty-four (34) Michigan Road Lands.**

**ALSO, all that part of the North West Fractional Quarter (NW frl 1/4) west of the Michigan Road, of Section Thirty-four (34), Michigan Road Lands, bounded as follows: Beginning at a point Twenty-eight and ninety-three hundredths (20.93) chains south of the northwest corner of said Section Thirty-four (34); thence east to the Michigan Road; thence southerly with said Road to the east and west half section line of said Section Thirty-four (34); thence West on said half section line to the west line of said Section; thence north to the place of beginning.**

**ALSO, thirty (30) acres of uniform width off of the entire south end of Lot Two (2) in the South Half (S 1/2) of the Northeast Fractional Quarter (NE frl 1/4) of said Section Nineteen (19), all in Township Thirty (30) North, Range Three (3) East.**

**ALSO, the North Half (N 1/2) of the Northwest Fractional Quarter (NW frl 1/4) west of the Michigan Road, of Section Thirty-five (35), Michigan Road Lands.**



# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

ALSO, the Fractional Southeast Quarter (frl SE 1/4) of Section Nineteen (19), being Lots Three (3) and Four (4) in Section Nineteen (19), Township Thirty (30) North, Range Three (3) East.

EXCEPT, beginning at the intersection of the North line of Section 35 Michigan Road Lands located in Township 30 North, Range 3 East, and the East line of State Highway #25; thence East along the North line of Section 35 Michigan Road Lands a distance of 454.5 feet; thence South a distance of 500 feet; thence West a distance of 591 feet to the East line of said State Highway #25; thence in a Northeasterly direction 74 degrees 44 minutes along the East line of said State Highway #25 a distance of 518.3 feet to the place of beginning.

The North Half (N 1/2) of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of Section 35, Michigan Road Lands.

ALSO, the North Half of the Northeast Quarter of Section 35, Michigan Road Lands.

ALSO, commencing at the Northeast corner of Section 35, Michigan Road Lands; thence east 10 chains and 73 links; thence south 1 1/2 degrees west 4.25 chains; thence west 10.50 chains; thence north 4.25 chains to place of beginning, being in Section 20, Township 30 North, Range 3 East.

ALSO, commencing at the Northwest corner of Section 29, Township 30 North, Range 3 East; thence east 10.50 chains; thence south 21 chains 70 1/2 links; thence west 9 chains 63 1/2 links; thence north 21 chains 70 1/2 links to the place of beginning.

ALSO, commencing 9.635 chains east of the west line of Section 29, Township 30 North, Range 3 East, and 20.18 chains north of the south line of the north fractional half of said Section 29; thence north 6.14 chains; thence east 11.90 chains; thence south 6.04 chains; thence west 11.90 chains to the place of beginning.

ALSO, commencing at a point 21 1/2 chains south and 15.49 1/2 chains west of the northeast corner of Section 29, Township 30 North, Range 3 East; thence West 11.90 chains; thence north 1.68 chains; thence east 11.90 chains; thence south 1.68 chains to the place of beginning.

EXCEPT, a part of the Southwest Fractional Quarter, of Section 34, of the Michigan Road Lands, of the Second Principal Meridian, Fulton County, Indiana, described as follows: Commencing on the North line of the Southeast fractional quarter of Section 34, Michigan Road Lands, 31.25 chains West of the Northeast corner thereof; thence South 30.75 chains; thence East 2.21 chains; thence South 9.25 chains to the South line of said quarter section (the foregoing portion of this description beginning with the word "Commencing" is quoted from Deed Record 170, page 494); thence North 88 degrees 48 minutes 50 seconds West 31.91 chains (distance quoted from Deed Record 170, page 494) along the south line of said section to the southeastern boundary of S.R. 25 (Michigan Road); thence continuing North 88 degrees 48 minutes 50 seconds West 103.23 feet along said south line to point "518" designated on said plat and the point of beginning of this description, which point is on the northwestern boundary of said S.R. 25; thence continuing North 88 degrees 48 minutes 50 seconds West 20.65 feet to point "519" designated on said plat; thence North 15 degrees 33 minutes 35 seconds East 422.47 to point "525" designated on said plat; thence Northeasterly 250.15 feet along an arc to the right having a radius of 114,661.56 feet and subtended by a long chord having a bearing of North 15 degrees 37 minutes 20 seconds East and a length of 250.15 feet to point "520" designated on said plat; thence South 74 degrees 18 minutes 55 seconds East 20.00 feet to point "521" designated on said plat and the northwestern boundary of said S.R. 25; thence along the boundary of said S.R. 25 Southwesterly 250.11 feet along an arc to the left having a radius of 114,641.56 feet and subtended by a long chord having a bearing of South 15 degrees 37 minutes 20 seconds West and a length of 250.11 feet; thence South 15 degrees 33 minutes 35 seconds West 417.34 feet along said boundary to the point of beginning.

ALSO EXCEPT, a parcel of land located in the Southwest Quarter of Section 34, Michigan Road Lands, located in the vicinity of Township 30 North, Range 3 East, Fulton County, Indiana, more particularly described as follows: Beginning at the Northeast corner of said Southwest Quarter, said point being a 5/8 inch rebar, said point being witnessed by a steel rail post North 89°53'21" West, a distance of 2.3 feet; thence South 15°36'44" West (bearing assumed) along the East line of said quarter, also being the West line of State Route Number 25 (Old Michigan



# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

Road), a distance of 348.00 feet (5/8 inch rebar); thence North 81°40'40" West, a distance of 365.00 feet (5/8 inch rebar); thence North 11°06'14" East, to the intersection of the North line of said Quarter, a distance of 288.50 feet (5/8 inch rebar); thence South 89°53'21" East along said North line to the point of beginning, a distance of 399.25 feet.

CHICAGO TITLE INSURANCE COMPANY

By:   
Jon D McKesson - Authorized Signatory



# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

TO BE DETERMINED AFTER AUCTION

NOTE: Surveys and plan commission approval may be required by some counties on parcel splits.

Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law". (Sign, Print or Type Name).





# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
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.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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 the value of record the estate or interest or mortgage thereon covered by this commitment.
7. Taxes for the year 2018 due and payable in 2019. Parcel #009-103160-00 (State #25-07-94-300-001.020-008) Value of Land \$196800.00 Improvements -0- Exemptions -0- 1st installment (due May 10) \$1581.84 Paid; 2nd installment (due Nov 10) \$1581.84 Paid. (93.732 acres)  
Ditch Assessments - Dean O. Neff Open - \$143.30 Paid; \$143.30 Paid 2019. Robbins & Walter Open - \$32.00 Paid; \$32.00 Paid 2019.
8. Taxes for the year 2018 due and payable in 2019. Parcel #009-103161-00 (State #25-07-19-400-001.000-008) Value of Land \$131000.00 Improvements -0- Exemptions -0- 1st installment (due May 10) \$1052.95 Paid; 2nd installment (due Nov 10) \$1052.95 Paid. (99.78 acres)  
Ditch Assessments - Dean O. Neff Open - \$133.17 Paid; \$133.17 Paid 2019. Robbins & Walter Open - \$6.88 Paid; \$6.88 Paid 2019.
9. Taxes for the year 2018 due and payable in 2019. Parcel #009-103162-00 (State #25-07-20-400-002.000-008) Value of Land \$1400.00 Improvements -0- Exemptions -0- 1st installment (due May 10) \$11.26 Paid; 2nd installment (due Nov 10) \$11.26 Paid. (4.51 acres)  
Ditch Assessment - Dean O Neff Open - \$13.53 Paid 2019.



# PRELIMINARY TITLE AGREEMENT

## Fulton County, IN | Tracts 1-7



CHICAGO TITLE INSURANCE COMPANY

10. Taxes for the year 2018 due and payable in 2019. Parcel #009-103163-00 (State #25-07-29-200-001.000-008) Value of Land \$45400.00 Improvements -0- Exemptions -0- 1st installment (due May 10) \$364.92 Paid; 2nd installment (due Nov 10) \$364.92 Paid. (9.06 acres)

Ditch Assessment - Dean O Neff Open - \$44.79 Paid; \$44.79 Paid 2019.

11. Taxes for the year 2018 due and payable in 2019. Parcel #009-103164-00 (State #25-07-95-200-002.000-008) Value of Land \$333200.00 Improvements -0- Exemptions -0- 1st installment (due May 10) \$2678.19 Paid; 2nd installment (due Nov 10) \$2678.19 Paid. (134.10 acres)

Ditch Assessments - Catherine Arnold Tile - \$3.00 Paid; \$3.00 Paid 2019. Dean O Neff Open - \$309.90 Paid; \$309.90 Paid 2019.

Taxes for 2019 payable 2020 are a lien on the real estate but not yet due.

NOTE: Also, no guaranty is assumed for taxes, ditch construction costs or assessments not shown on Information Supra from computer indices in the County Treasurer's Office or for those with undated changes in payments, etc.

12. A 75 foot setback easement for maintenance purposes from the top of each bank of all county regulated drainage ditches.
13. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
14. Rights of the Public, the State of Indiana and County of Fulton in and to that part of the premises taken or used for road purposes, if any.
15. McKesson Title Corp. made a diligent search of the County Court Judgment indices in the names of the sellers and/or buyers/borrowers as they are named herein and found none.
16. McKesson Title Corp. and Chicago Title Insurance Company take no liability for unapproved land splits, unrecorded surveys or other matters that may lead to denial of land transfer by the county Auditor. The address shown in Schedule A is solely for the purpose of identifying said land and should not be construed as insuring the address shown in the description of the land.

NOTE: By virtue of IC 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 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, which is divided by the Underwriter and the State of Indiana.

Effective July 1, 2009 a new Chapter is added to the Indiana Code, Section 27-7-3.7 which states that a closing agent may not make disbursements from an escrow account in connection with a real estate transaction unless any funds that: (1) are received from any single party and (2) in the aggregate are at least ten thousand dollars (\$10,000.00); are wired funds that are unconditionally held by the closing agent. Please contact the company for wire transfer instructions.

### NOTE: AN OWNER'S 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.



# PRELIMINARY TITLE AGREEMENT

## *Fulton County, IN | Tracts 1-7*



CHICAGO TITLE INSURANCE COMPANY

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 on 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.

**END OF SCHEDULE B**



# PRELIMINARY TITLE AGREEMENT

## Marshall County, IN | Tracts 8-9



CHICAGO TITLE INSURANCE COMPANY

Commitment No. 190833C

### COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO 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, Chicago Title Insurance Company, a Florida corporation (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.

#### 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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.*



# PRELIMINARY TITLE AGREEMENT

## Marshall County, IN | Tracts 8-9



CHICAGO TITLE INSURANCE COMPANY

- (a) "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.
  - (b) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (c) "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.
  - (d) "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.
  - (e) "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 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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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].*



# PRELIMINARY TITLE AGREEMENT

## Marshall County, IN | Tracts 8-9



CHICAGO TITLE INSURANCE COMPANY

- (a) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (b) 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.
- (c) 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>.

Countersigned: \_\_\_\_\_

Authorized Signatory

McKesson Title Corp.  
407 N. Center Street  
Plymouth, IN 46563

CHICAGO TITLE INSURANCE COMPANY

By: \_\_\_\_\_

ATTEST

President

Secretary



# PRELIMINARY TITLE AGREEMENT

## Marshall County, IN | Tracts 8-9



CHICAGO TITLE INSURANCE COMPANY

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago 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].*

Commitment No: 190833C	Revision Number:	File Number: 190833C	Issuing Office: 407 N. Center Street Plymouth, IN 46563
Property Address:	Loan ID Number:	ALTA Universal ID: 0001102	Issuing Agent: McKesson Title Corp.

**NOTICE:** Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered. This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired. No title insurance agent or any other person other than a licensed Indiana attorney may provide legal advice concerning the status of title to the property described in the title commitment.

### SCHEDULE A

1. Commitment Date: 08/05/2019
2. Policy to be issued: Proposed Policy Amount:  
OWNER'S: ALTA Owner's \$  
Proposed Insured:  
MORTGAGEE: ALTA Loan Policy \$  
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
4. Title to the estate or interest in the Land is at the Commitment Date vested in: **Cummins Farms - Rochester, Inc.**
5. The Land is described as follows:

**The East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Fourteen (14), Township Thirty-three (33) North, Range Two (2) East.**

**EXCEPT**, beginning Seven Hundred Twenty and twenty-five hundredths (720.25') feet South 90°00' West (assumed) of the Northeast corner of the Northwest Quarter (NW 1/4) of Section 14, Township 33 North, Range 2 East, on the East-West center section line of said Section 14 (centerline of East 11th Road); thence South 90°00' West along said center section line Five Hundred Ninety-nine and five hundredths (599.05') feet to the West line of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 14; thence South 0°19' East along said West line Two Hundred Forty-six and thirty-five hundredths (246.35') feet; thence North 90°00' East Five Hundred Ninety-two and seven tenths (592.7') feet; thence North 1°10' East Two Hundred Forty-six and four tenths (246.4') feet to the point of beginning, all in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 14, Township 33 North, Range 2 East.

**ALSO EXCEPT**, a part of the East Half of the Northwest Quarter of Section 14, Township 33 North, Range 2 East, Center Township, Marshall County, Indiana, described as follows: Commencing at the Northeast corner of said Northwest Quarter; thence South 90°00'00" West along the north line of said quarter section (centerline of East



# PRELIMINARY TITLE AGREEMENT

## Marshall County, IN | Tracts 8-9



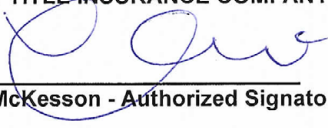
CHICAGO TITLE INSURANCE COMPANY

11th Road) a distance of 720.25 feet to the Northeast corner of the Robert E. and Wanda R. Brown parcel (recorded in Deed Record 1985, page 4085, Office of the Marshall County Recorder); thence South 1°10'00" West 246.40 feet to the Southeast corner of said Brown parcel and the point of beginning of this description; thence continuing South 1°10'00" West 220.33 feet; thence South 90°00'00" West 591.95 feet to the west line of said East Half of the Northwest Quarter; thence North 0°29'59" East along said west line a distance of 220.30 feet to the Southwest corner of said Brown parcel; thence North 90°00'00" East 594.51 feet (592.7 feet record) to the point of beginning.

Situate in Center Township, Marshall County, Indiana.

CHICAGO TITLE INSURANCE COMPANY

By: \_\_\_\_\_

  
Jon D McKesson - Authorized Signatory





# PRELIMINARY TITLE AGREEMENT

## Marshall County, IN | Tracts 8-9



CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

TO BE DETERMINED AFTER AUCTION.

NOTE: Surveys and plan commission approval may be required by some counties on parcel splits.

Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law". (Sign, Print or Type Name).



# PRELIMINARY TITLE AGREEMENT

## Marshall County, IN | Tracts 8-9



CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
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.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes or special assessments which are not shown as existing liens by the public records.
6. 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 the value of record the estate or interest or mortgage thereon covered by this commitment.
7. Taxes for the year 2018 due and payable in 2019. Parcel #002-01984-00 (State #50-32-14-000-002.000-018) Value of Land \$93500.00 Improvements -0- Exemptions -0- 1st installment (due May 10) \$810.08 Paid; 2nd installment (due Nov 10) \$810.08 Paid.

Ditch Assessment - Yellow River - \$7.36 Paid 2019.

Taxes for 2019 payable 2020 are a lien on the real estate but not yet due.

NOTE: Also, no guaranty is assumed for taxes, ditch construction costs or assessments not shown on Information Supra from computer indices in the County Treasurer's Office or for those with undated changes in payments, etc.

8. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
9. Rights of the Public, the State of Indiana and County of Marshall in and to that part of the premises taken or used for road purposes, if any.
10. McKesson Title Corp. made a diligent search of the County Court Judgment indices in the names of the sellers and/or buyers/borrowers as they are named herein and found none.
11. McKesson Title Corp. and Chicago Title Insurance Company take no liability for unapproved land splits, unrecorded surveys or other matters that may lead to denial of land transfer by the county Auditor. The



# PRELIMINARY TITLE AGREEMENT

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address shown in Schedule A is solely for the purpose of identifying said land and should not be construed as insuring the address shown in the description of the land.

NOTE: By virtue of IC 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 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, which is divided by the Underwriter and the State of Indiana.

Effective July 1, 2009 a new Chapter is added to the Indiana Code, Section 27-7-3.7 which states that a closing agent may not make disbursements from an escrow account in connection with a real estate transaction unless any funds that: (1) are received from any single party and (2) in the aggregate are at least ten thousand dollars (\$10,000.00); are wired funds that are unconditionally held by the closing agent. Please contact the company for wire transfer instructions.

**NOTE: AN OWNER'S 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 on 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.

**END OF SCHEDULE B**





**PHOTOS**

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**SCHRADER REAL ESTATE & AUCTION CO., INC.**

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**SchraderAuction.com**

