

BATH, IN • FRANKLIN COUNTY • SPRINGFIELD TWP.

**234.5±
Acres**

OFFERED IN 6 TRACTS

**INFORMATION
BOOKLET**

Prime Land
AUCTION

Wednesday, February 12 • 11:00 AM

Held at Union County 4-H Community Building, Liberty, IN

 **SCHRADER**
Real Estate and Auction Company, Inc.



800.451.2709

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.

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

OWNER: Marjorie R. Finch Trust, Stephen Finch and Carol Downard Co-Trustees

AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, FEBRUARY 12, 2020

235 ACRES – BATH, 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 or fax to 260-244-4431, no later than Wednesday, February 5,
2020.

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
235± Acres • Franklin County, Indiana
Wednesday, February 12, 2020

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 Wednesday, February 12, 2020 at 11:00 AM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, February 5, 2020**. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

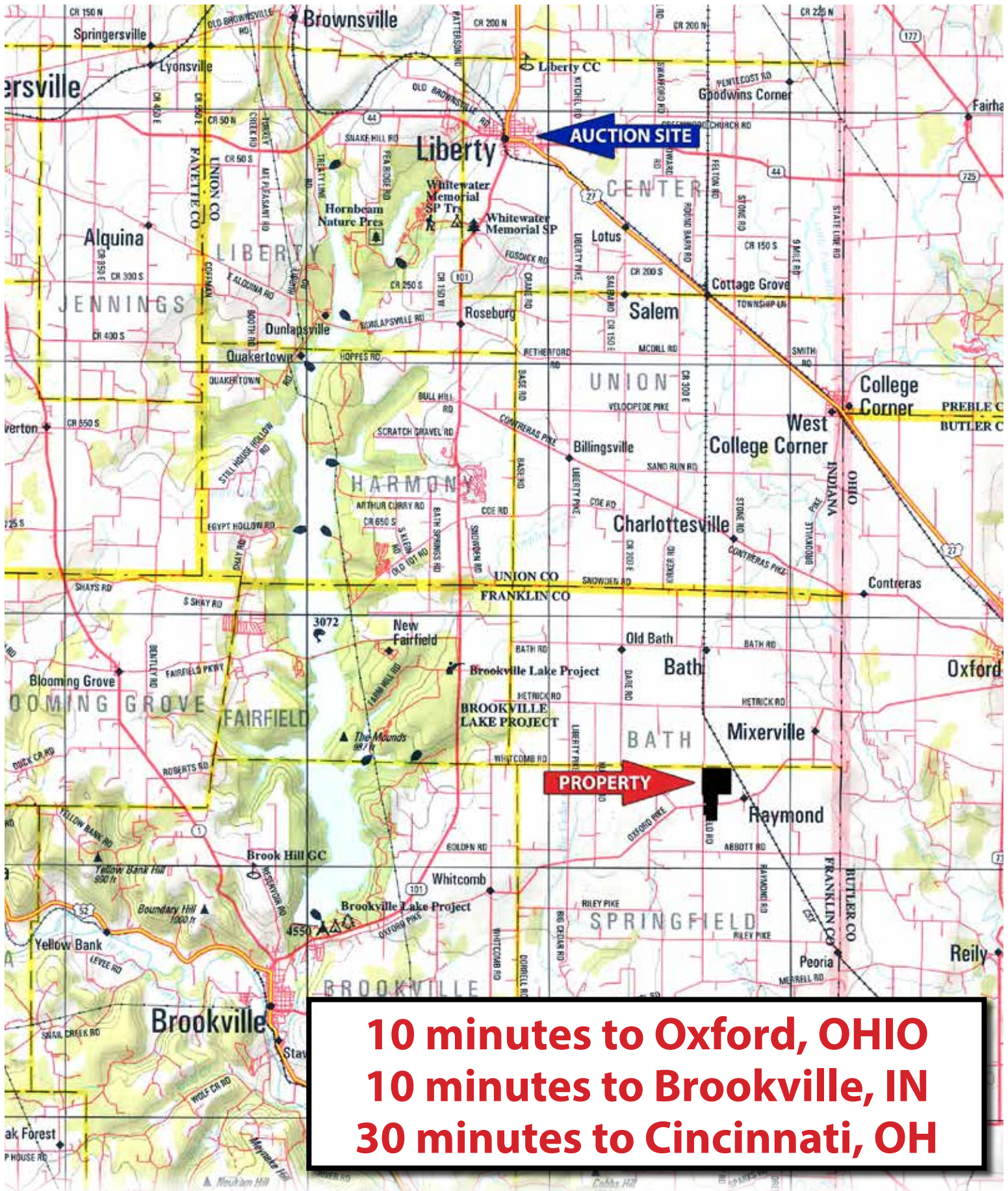
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

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

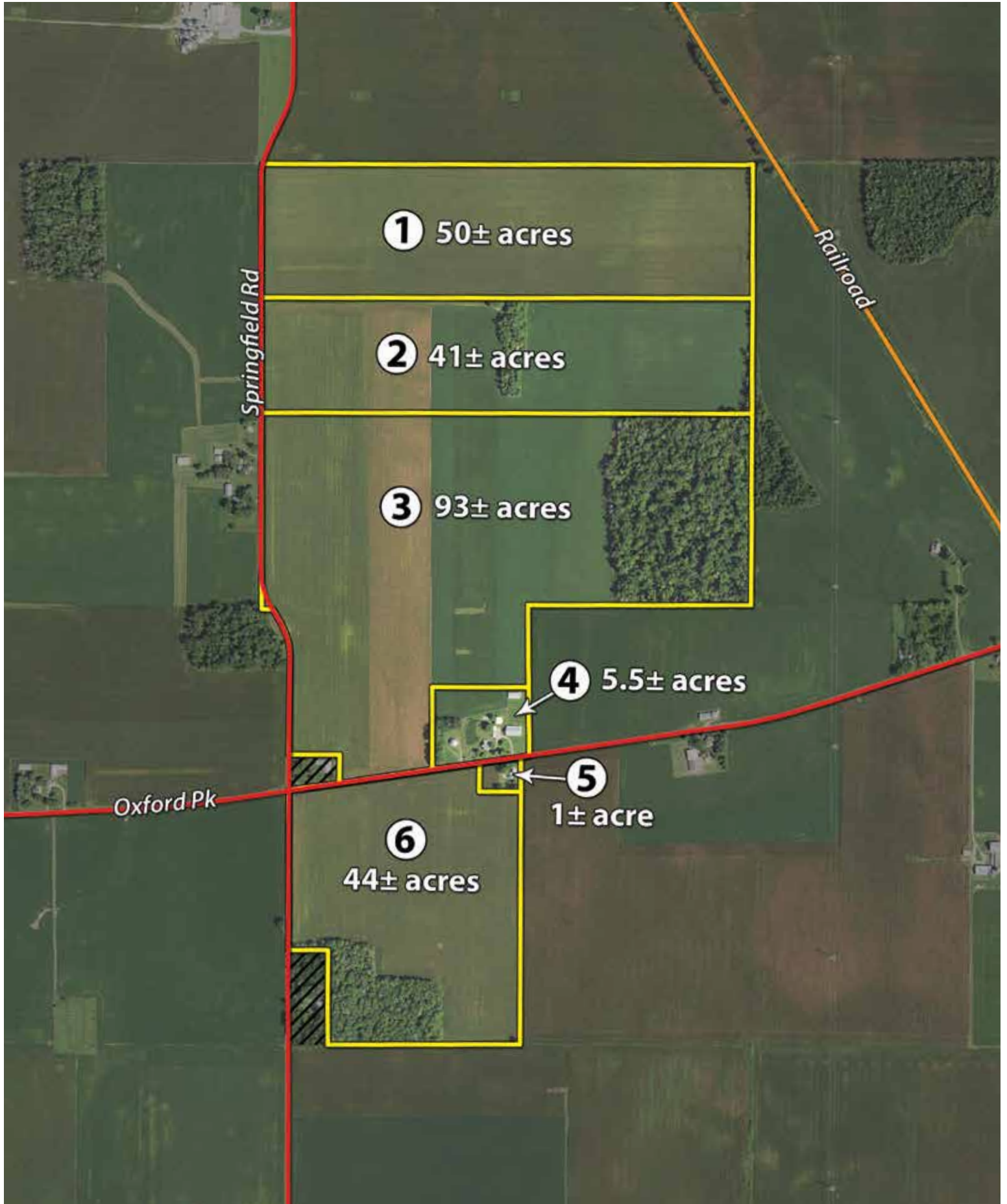
MAPS

LOCATION MAP



10 minutes to Oxford, OHIO
10 minutes to Brookville, IN
30 minutes to Cincinnati, OH

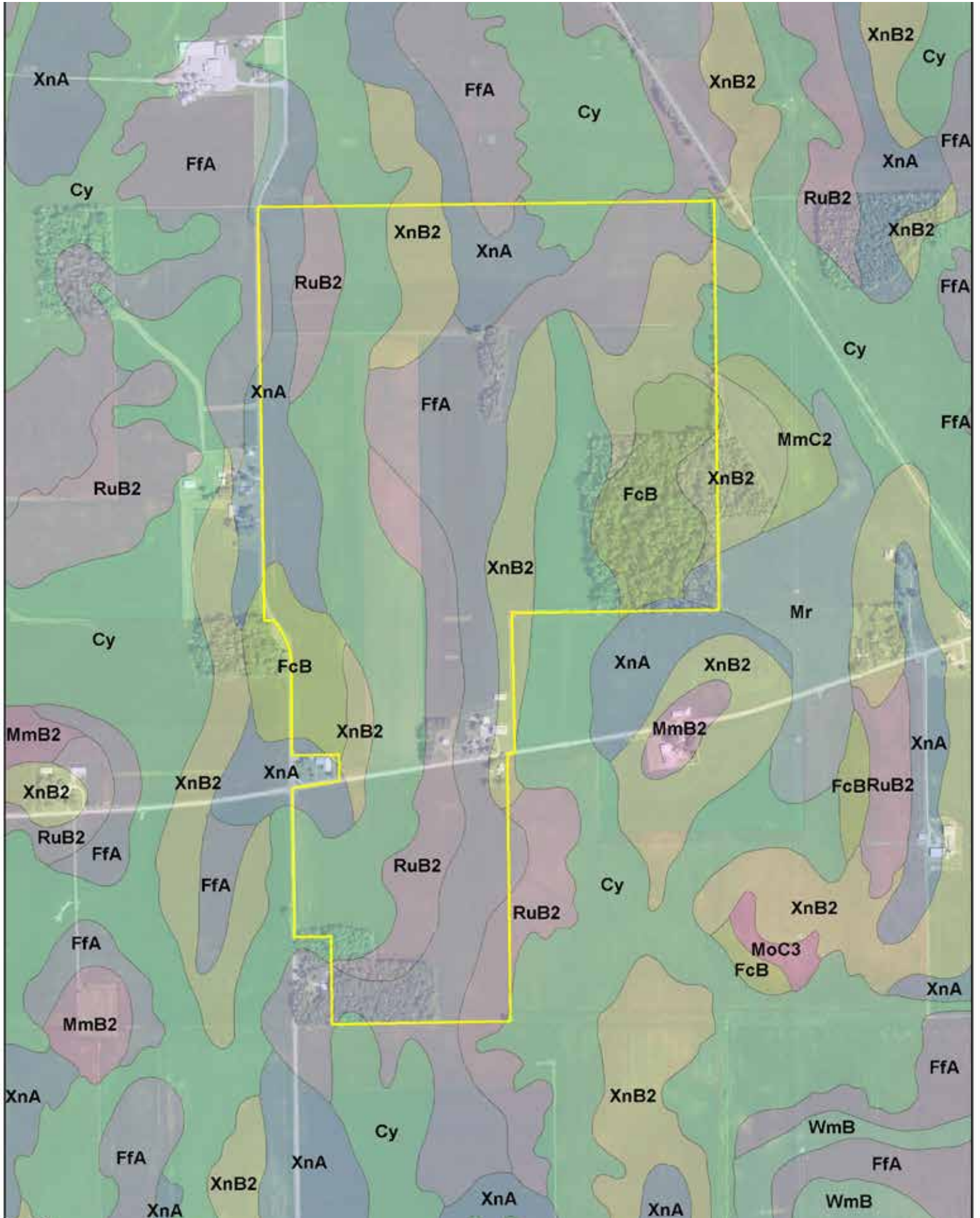
AERIAL MAP





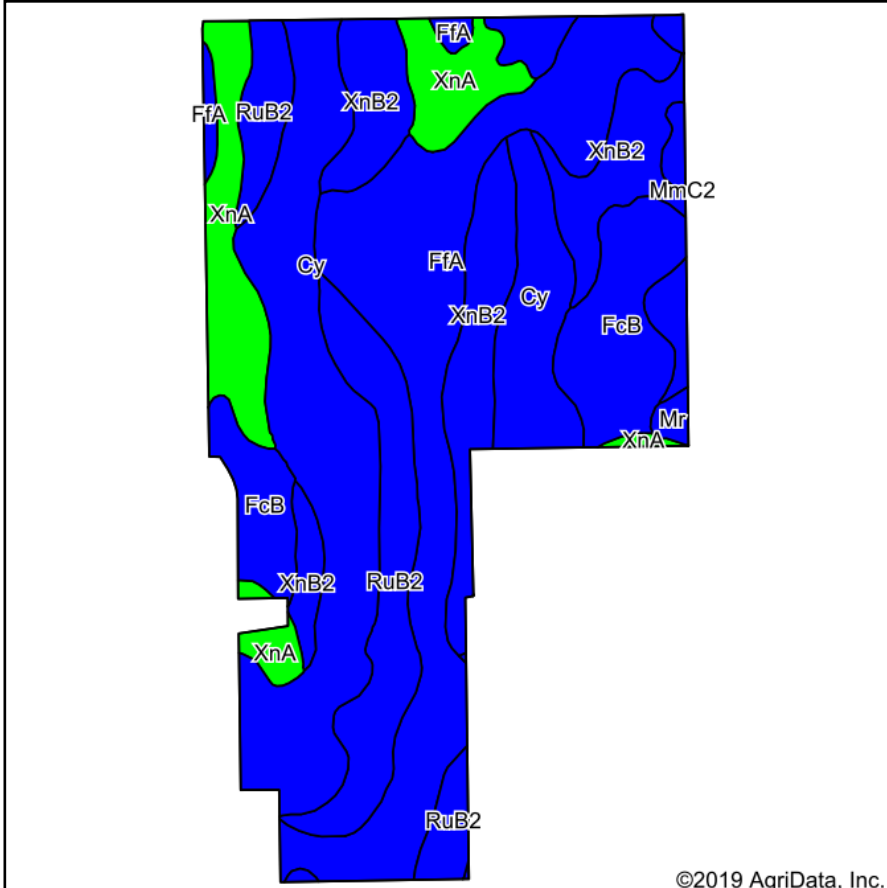
SOIL INFORMATION

SOIL MAP



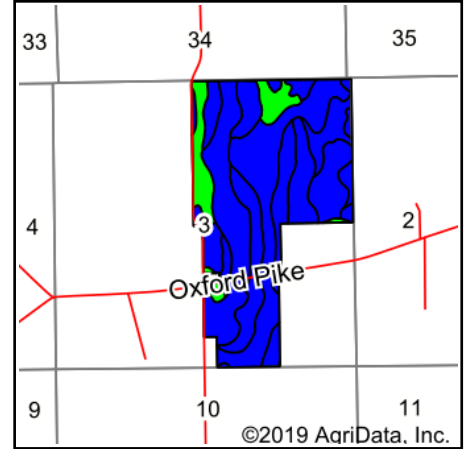
SOIL MAP

Soils Map



©2019 AqriData, Inc.

Soils data provided by USDA and NRCS.



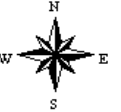
©2019 AqriData, Inc.

State: **Indiana**
 County: **Franklin**
 Location: **3-9N-1W**
 Township: **Springfield**
 Acres: **239.45**
 Date: **11/13/2019**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2019 www.AqriDataInc.com



Area Symbol: IN047, Soil Area Version: 19													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Pasture	Soybeans	Winter wheat	Tall fescue	Orchardgrass alfalfa hay	Orchardgrass red clover hay
Cy	Cyclone silt loam, 0 to 2 percent slopes	64.50	26.9%		llw	185	6	13	65	75			
FfA	Fincastle-Reesville silt loams, 0 to 1 percent slopes	57.12	23.9%		llw	162	5	11	53	73			
XnB2	Xenia silt loam, 2 to 6 percent slopes, eroded	38.27	16.0%		lle	152	5	10	53	68	1	1	1
RuB2	Russell silt loam, 2 to 6 percent slopes, eroded	29.62	12.4%		lle	149	5	10	53	73			
XnA	Xenia silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	24.52	10.2%		lw	156	5	10	54	69			
FcB	Fincastle silt loam, 1 to 3 percent slopes	24.22	10.1%		lle	160	5	11	52	72			
Mr	Milford silty clay loam	1.20	0.5%		llw	160	5	11	44	64			
Weighted Average						164.2	5.3	11.2	56.2	72.2	0.2	0.2	0.2

Soils data provided by USDA and NRCS.

WETLANDS MAP



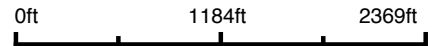
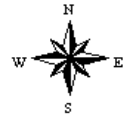
State: **Indiana**
 Location: **3-9N-1W**
 County: **Franklin**
 Township: **Springfield**
 Date: **11/13/2019**



Maps Provided By:



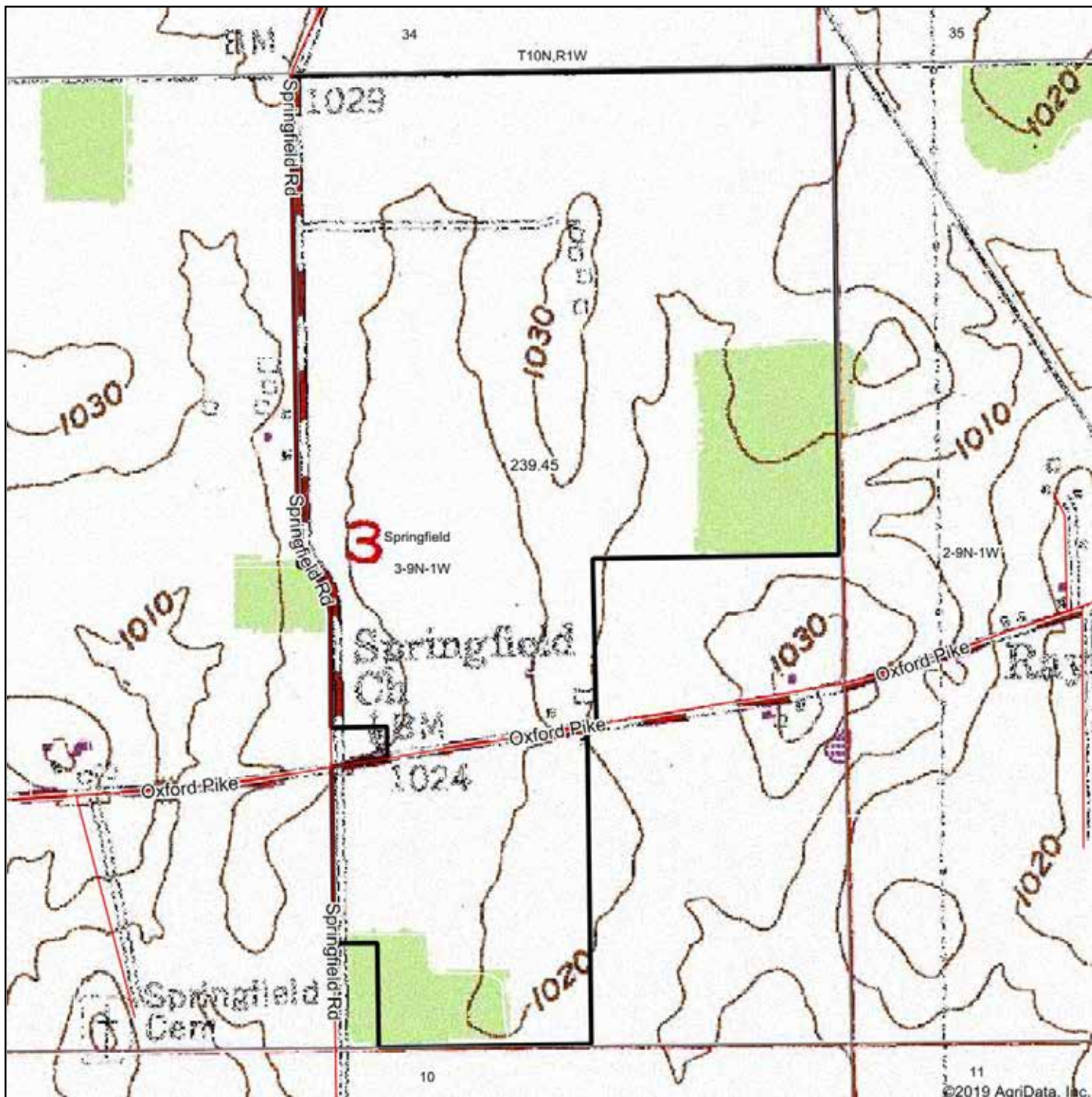
© AgriData, Inc. 2019 www.AgriDataInc.com



Classification Code	Type	Acres
PFO1A	Freshwater Forested/Shrub Wetland	1.51
Total Acres		1.51

Data Source: National Wetlands Inventory website. U.S. DoI, Fish and Wildlife Service, Washington, D.C. <http://www.fws.gov/wetlands/>

TOPOGRAPHY MAP



©2019 AgriData, Inc.

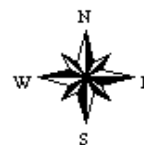


map center: 39° 28' 21.21, -84° 51' 32.98

0ft 814ft 1627ft



3-9N-1W
Franklin County
Indiana



11/13/2019



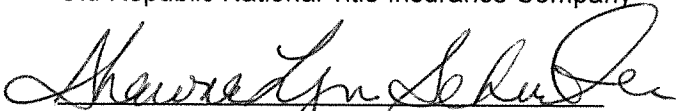
PRELIMINARY TITLE

PRELIMINARY TITLE

Schedule A ALTA COMMITMENT

1. Commitment Date: December 16, 2019 at 08:00 AM
2. Policy to be issued:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
Tract 1 & 3 :Marjorie R. Finch, as Trustee under the Marjorie R. Finch Living Trust Agreement dated September 17, 1997
Tract 2: Marjorie R. Finch, as Trustee under the Marjorie R. Finch Living Trust Agreement dated September 17, 1997 (1/2 interest)
Stephen M. Finch and Carol Finch Downard, an undivided 1/2 interest or 1/4 interest each therein
5. The Land is described as follows:
Situated in the County of Union, State of Indiana, and is identified at Exhibit A attached hereto and made as part hereof.

Old Republic National Title Insurance Company



Union County Title Company, L.L.C.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

PRELIMINARY TITLE

SCHEDULE B-II

ALTA Commitment

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:

1. 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.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate survey of the Land or by making inquiry of persons in possession of the Land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. Subject to any oil and/or gas lease, pipeline agreement, or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or exception.
9. Rights of the Public, the State of Indiana, and County of Union and the municipality in and to that part of the premises taken or used for road purposes and public utilities.
10. The 2019 taxes, payable in May 2020 are also a lien against said real estate and all subsequent years and any taxes or special assessments which are not shown as existing liens by the Public Records.
11. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
12. Subject to the provisions of the Unified Zoning Ordinance of Franklin County, Indiana, as recorded August 15, 1966 in Miscellaneous Record 11, at pages 359 through 373 in the Recorder's Office of Franklin County, Indiana, and to all amendments and modifications thereof; and subject to all easements, covenants, conditions, reservations, leases, and restrictions of record, all legal streets and highways, and all rights of tenants in possession.
13. Notwithstanding the reference to acreage or square footage in the legal description set forth in Schedule A hereof, this policy does not insure nor guarantee the acreage or quantity of land set forth therein.
14. Subject to a Right of Way Easement with Franklin County Water Association, recorded December 2, 1988, in Easement Record 5, pages 257. (Tract 1)
15. Subject to a Right of Way Easement with Franklin County Water Association, recorded January 4, 2000, in Easement Record 7, page 613. (Tract 2)

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PRELIMINARY TITLE

SCHEDULE B-II

ALTA Commitment
(Continued)

16. Subject to the Right of Way of Oxford Pike which runs thru almost the center of the property. (Tract 2 Only)
17. Subject to the Right of Way of Springfield Pike. (Tract 3 Only)

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PRELIMINARY TITLE

SCHEDULE B-I

ALTA Commitment

Commitment Number: C-19-224

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

Trustees' Deed from Marjorie R. Finch, as Trustee under the Marjorie R. Finch Living Trust Agreement dated September 17, 1997 conveying title to subject property. (Tract 1 & 3) (Tract 2: 1/2 interest)

Warranty Deed from Stephen M. Finch and Carol Finch Downard, an undivided 1/2 interest or 1/4 interest each therein, conveying title to subject property. (Tract 2 Only)
6. Pay the full Consideration to, or for the account of, the grantors or mortgagors.
7. Pay all taxes, charges, assessments, levied and assesses against subject premises, which are due and payable.

2018 taxes, due and payable 2019,
Tract 1: 3-9-1 165 acres
Parcel #24-11-03-200-001.000-019, Land Assessed at \$257800, Improvements Assessed at \$8500, Homestead Exe. \$0.00 / Mortgage Exe. \$0.00.
A) First half \$1683.82, paid
B) Second half \$1683.82, paid

No guaranty or other assurance is made as to the accuracy of the property tax information contained therein.
8. Pay all taxes, charges, assessments, levied and assesses against subject premises, which are due and payable.

2018 taxes, due and payable 2019,
Tract 2: 3-9-1 69.21 acres
Parcel #24-11-03-400-001.000-019, Land Assessed at \$137700, Improvements Assessed at \$218100, Homestead Exe. \$45000 / HS-Suppl. \$23835 / Mortgage Exe. \$0.00.
A) First half \$1814.48, paid
B) Second half \$1814.48, paid

No guaranty or other assurance is made as to the accuracy of the property tax information contained therein.
9. Pay all taxes, charges, assessments, levied and assesses against subject premises, which are due and payable.

2018 taxes, due and payable 2019,
Tract 3: 3-9-1 0.239 acres
Parcel #24-11-03-300-004.000-019, Land Assessed at \$300, Improvements Assessed at \$5.00, Homestead Exe. \$0.00 / Mortgage Exe. \$0.00.
A) First half \$5.00, paid

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PRELIMINARY TITLE

SCHEDULE B-I

(Continued)

Commitment Number: C-19-224

B) Second half \$0.00, paid

No guaranty or other assurance is made as to the accuracy of the property tax information contained therein.

10. Satisfactory evidence should be had that improvements and / or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor or material.
11. *Our examination of title did not locate any open mortgages on this property. Please verify with current owner(s) there are no open mortgages, that possibly have been indexed incorrectly or recorded in the wrong county.
12. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 01, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

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PRELIMINARY TITLE

EXHIBIT "A"

TRACT 1:

A part of the Northeast Quarter of Section Three (3), Township Nine (9), Range One (1) west, beginning at the northeast corner of said quarter; running thence west 27.50 chains; thence south 38.54 chains to the south boundary of said quarter; thence east with said boundary 27.50 chains to the southeast corner of said quarter; thence north 38.54 chains to the place of beginning, containing 105 acres.

ALSO, beginning at the southwest corner of said quarter section; running thence east 13.06 chains to a post; thence north 38.28 chains to a post on the north boundary line of said quarter; thence west on said boundary line 15.68 chains; thence south 38.28 chains; thence east 2.62 chains to the place of beginning, containing 60 acres, more or less.

Containing in all of both tracts 165 acres, more or less.

TRACT 2:

The West half of the Southeast Quarter of Section 3, Town 9 North, Range 1 West, EXCEPT a lot of .75 of an acre belonging to the Springfield Methodist Church, and lying on the West side of said Quarter and North of the Oxford and Brookville Road. ALSO, .75 of an acre described as follows: Commencing at the center of the North line of said Quarter and extending 60 links East and South 12 chains and 64 links to the Oxford and Brookville Road.

The real estate herein conveyed containing 72.36 acres.

SAVE AND EXCEPT:

Being part of the Southeast Quarter of Section Three (3), Township Nine (9) North, Range One (1) West, Springfield Township, Franklin County, Indiana, being bounded and described as follows: Beginning at a mag nail on the centerline of Springfield Road which bears South 90 degrees 00 minutes 00 seconds West 2,664.54 feet from a fence corner post marking the Southeast corner of the Southeast Quarter of Section 3, Township 9 North, Range 1 West; thence along said road centerline, North 00 degrees 05 minutes 18 seconds East 553.38 feet to a mag nail; thence leaving said roadway, North 89 degrees 38 minutes 35 seconds East 236.15 feet to an iron rod stake; thence South 00 degrees 05 minutes 18 seconds West 553.38 feet to an iron rod stake in an existing fenceline; thence along said fenceline, South 89 degrees 38 minutes 35 seconds West 236.15 feet to the place of beginning, containing 3.000 acres. Being subject to all legal highways, easements and restrictions of record.

CONTAINING 69.21 acres, more or less

TRACT 3:

Being part of the Southwest Quarter of Section 3, Township 9 North, Range 1 West, First Principal Meridian, Springfield Township, Franklin County, Indiana, being bounded and described as follows: Commencing at a fence corner post marking the Northwest Corner of the Southwest Quarter of Section 3, Township 9 North, Range 1 West; thence along the North line of said Southwest Quarter, South 89 degrees 24 minutes 21 seconds East 2549.60 feet to a mag nail in the centerline of Springfield Road and the true place of beginning; thence continuing along said North line South 89 degrees 24 minutes 21 seconds East 106.44 feet to the Northeast corner of said Southwest Quarter; thence along the East line of said Southwest Quarter, South 00 degrees 36 minutes 02 seconds West 249.28 feet to the centerline of Springfield Road; thence along said centerline the following (3) calls: (1) North 08 degrees 06 minutes 44 seconds West 57.05 feet, (2) North 19 degrees 59 minutes 08 seconds West 79.99 feet, and (3) North 29 degrees 57 minutes 35 seconds West 137.02 feet to the place of beginning, containing 0.239 Acre, more or less. Being subject to all legal highways, easements, and restrictions of record.

PRELIMINARY TITLE

ALTA Commitment for Title Insurance



Issued By Old Republic National 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, Old Republic National 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 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

Issued through the Office of

Union County Title Company, LLC
1 W. Union St.
Liberty, IN 47353

By:


UNION COUNTY TITLE COMPANY, L.L.C.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

PRELIMINARY TITLE

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (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.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

PRELIMINARY TITLE

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

This page is only a part of a 2016 ALTA Commitment for Title Insurance. 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.

FSA INFORMATION & MAP

FSA INFORMATION & MAP

FARM: 1768

Indiana
Franklin

U.S. Department of Agriculture
Farm Service Agency

Prepared: 12/11/19 11:05 AM
Crop Year: 2020

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

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.

Operator Name		Farm Identifier					Recon Number	
MARJORIE R FINCH LIVING TRUST								
Farms Associated with Operator:								
None								
ARC/PLC G//F Eligibility: Eligible								
CRP Contract Number(s): 416								
Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
241.24	203.65	203.65	0.0	0.0	1.3	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	202.35	0.0	0.0				

CRP PROGRAM
IS NOT
RENEWED
& HAS EXPIRED

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

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	134.3	140	0.0
SOYBEANS	66.7	50	0.0
Total Base Acres:	201.0		

Tract Number: 2140 Description N3 S3 T9N R1W-SPRINGFIELD
 FSA Physical Location : Franklin, IN ANSI Physical Location: Franklin, 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
241.24	203.65	203.65	0.0	0.0	1.3	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	202.35	0.0	0.0		
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction		
CORN	134.3		140	0.0		
SOYBEANS	66.7		50	0.0		
Total Base Acres:	201.0					

Owners: MARJORIE R FINCH LIVING TRUST

FSA INFORMATION & MAP

USDA Farm 1768 Tract 2140

Map prepared on: 5/9/2019

Administered by: Franklin County, Indiana

241.24 Tract acres

203.65 Cropland acres

CRP PROGRAM IS NOT RENEWED & HAS EXPIRED 1.3 CRP acres

□ CRP

□ CLU **Franklin Co., IN**

Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2019-05-08 14:20:24



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	36.86	N	2					Y
10	1.3	N	2	416	33	20		Y
11	165.24	N	2					Y
12	0.25	N	2					Y
14	3.98	U	2					N

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



INDIANA AGENCY DISCLOSURE FORMS

DISCLOSURE FORMS



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

Date (month, day, year)
1-2-2020

Auction Tract 4 - Big House

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

Property address (number and street, city, state, ZIP code) 3063 Oxford Pike, Bath INDIANA

1. The following are in the conditions indicated:

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

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

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

Signature of Seller: [Signature] Date: 1-2-20 Signature of Buyer: _____ Date: _____
Signature of Seller: [Signature] Date: 1/2/2020 Signature of Buyer: _____ Date: _____

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller: _____ Date: _____ Signature of Buyer: _____ Date: _____

DISCLOSURE FORMS

3063 Oxford Pike

Big House

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

<u>Stephen M. Smith</u>	<u>11-25-19</u>	<u>Carol J. Downard</u>	<u>1/5/2020</u>
Seller	Date	Seller	Date
<u>Am. W.</u>	<u>11-24-2019</u>		
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

DISCLOSURE FORMS



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

Date (month, day, year)
1-3-2020

Small House - Auction Tract 5

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

Property address (number and street, city, state, ZIP code) 3058 Oxford Pike, BATH IN

I. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	✓				Cistern				✓	
Clothes Dryer				✓	Septic Field/Bed				✓	
Clothes Washer				✓	Hot Tub	✓				
Dishwasher	✓				Plumbing	✓			✓	
Disposal				✓	Aerator System	✓				
Freezer	✓				Sump Pump	✓				
Gas Grill				✓	Irrigation Systems	✓				
Hood				✓	Water Heater/Electric				✓	
Microwave Oven				✓	Water Heater/Gas	✓				
Oven				✓	Water Heater/Solar	✓				
Range				✓	Water Purifier	✓				
Refrigerator				✓	Water Softener				✓	
Room Air Conditioner(s)	✓				Well				✓	
Trash Compactor	✓				Septic and Holding Tank/Septic Mound				✓	
TV Antenna/Dish				✓	Geothermal and Heat Pump	✓				
Other:					Other Sewer System (Explain)				✓	
								Yes	No	Do Not Know
					Are the improvements connected to a public water system?				✓	
					Are the improvements connected to a public sewer system?				✓	
					Are there any additions that may require improvements to the sewage disposal system?					✓
					If yes, have the improvements been completed on the sewage disposal system?					✓
					Are the improvements connected to a private/community water system?				✓	
					Are the improvements connected to a private/community sewer system?				✓	
B. ELECTRICAL SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included	Defective	Not Defective	Do Not Know	
Air Purifier	✓				Attic Fan	✓				
Burglar Alarm	✓				Central Air Conditioning				✓	
Ceiling Fan(s)	✓				Hot Water Heat	✓				
Garage Door Opener Controls				✓	Furnace Heat/Gas				✓	
Inside Telephone Wiring and Blocks/Jacks				✓	Furnace Heat/Electric	✓				
Intercom	✓				Solar House-Heating	✓				
Light Fixtures				✓	Woodburning Stove	✓				
Sauna	✓				Fireplace	✓				
Smoke/Fire Alarm(s)				✓	Fireplace Insert	✓				
Switches and Outlets				✓	Air Cleaner	✓				
Vent Fan(s)				✓	Humidifier	✓				
60/(00)200 Amp Service (Circle one)				✓	Propane Tank				✓	
					Other Heating Source					

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

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

Signature of Seller: <i>[Signature]</i>	Date: 1-3-20	Signature of Buyer:	Date:
Signature of Seller: <i>[Signature]</i>	Date: 1/5/2020	Signature of Buyer:	Date:

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller:	Date:	Signature of Buyer:	Date:
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DISCLOSURE FORMS

3058 Oxford Pike

Small House

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

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

Certification of Accuracy

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

<u>Stephen M. Smith</u>	<u>11-25-19</u>	<u>Carol S. Downing</u>	<u>1/5/2020</u>
Seller	Date	Seller	Date
<u>Ande M. Walsh</u>	<u>11-25-2019</u>		
Purchaser	Date	Purchaser	Date
<u>AMW</u>	<u>11-25-2019</u>		
Agent	Date	Agent	Date



PHOTOS

PHOTOS



PHOTOS



PHOTOS



PHOTOS



TRACT 4



TRACT 4

PHOTOS



TRACT 4



TRACT 5