

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

Metropolitan Title of Indiana, LLC

(File Number: 4035-152022)

Auction Tracts 1 - 4

(Allen County, Indiana)

For April 20, 2020 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

1999 Joint Rev. Trust of Michael Eicher and Amanda Eicher



First American

Schedule A

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as Issuing Agent for First American Title Insurance Company

File No: 4035-152022

Transaction Identification Data for reference only:

Issuing Agent: Metropolitan Title of Indiana, LLC

Issuing Office: 9604 Coldwater Road, Suite 105, Fort Wayne, IN 46825

Commitment No.: 4035-152022

Issuing Office File No.: 4035-152022

Property Address: 145100 Notestine Rd., Grabill, IN 46741

Revision:

Printed Date: 02/07/2020

SCHEDULE A

1. Commitment Date: January 31, 2020 8:00 AM
2. Policy to be issued:
 - (A) ALTA Owner's Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
 - (B) ALTA Loan Policy (6-17-06)
Proposed Insured: To Be Determined
Proposed Policy Amount: \$500.00
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:

Michael Eicher and Amanda Eicher, Co-Trustees of The 1999 Joint Revocable Trust of Michael Eicher and Amanda Eicher

5. The Land is described as follows:

See Schedule C attached hereto and made a part hereof



Issued By: Metropolitan Title of Indiana, LLC
For questions regarding this commitment contact;
(260)497-9469 or fax to (260)489-0584
9604 Coldwater Road, Suite 105
Fort Wayne, IN 46825

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Metropolitan Title of Indiana, LLC, as Issuing Agent for First American 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; Schedule B, Part II-Exceptions.

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INSURANCE FRAUD WARNING by First American Title Insurance Company: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

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| | | |
|-------------------------|--------------|---------------------------------------------------------|
| Form 50004718 (8-23-18) | Page 5 of 10 | ALTA Commitment for Title Insurance (8-1-16) Indiana |
|-------------------------|--------------|---------------------------------------------------------|



First American

Schedule BI & BII

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-152022

Commitment No.: 4035-152022

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.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
10. 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 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

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File No: 4035-152022

11. Note: Effective July 1, 2013 Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transaction in which the title insurance company or its authorized agent acts as the settlement agent. In a residential transaction, the closing protection letters are mandatory and must be issued to each party. Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter and \$25 for a lender's letter.
12. Note: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the forms of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker or other forms of Good Funds as referenced in Indiana Code 27-7-3.7. Personal checks may be accepted as provided under Indiana Code 27-7-3.7.
13. Beginning January 1, 2010, the closing agent is required to report to the Indiana Department of Insurance the names and license numbers of certain real estate professionals participating in each residential real estate transaction. The information must be provided to the closing agent on or before the date of closing. See Indiana Code 6-1.1-12-43(e) and 27-7-3-15.5.

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First American

Schedule BI & BII (Cont.)

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Issued by

Metropolitan Title of Indiana, LLC

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File No: 4035-152022

Commitment No.: 4035-152022

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:

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 Record 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. Real estate taxes assessed for the year 2018 are due in two installments payable May 10, 2019 and November 10, 2019:

Parcel No.: 02-09-04-100-001.000-054

May Installment of \$1,702.94 shows paid

November Installment of \$1,702.94 shows paid

Tax Year:

Current Year 2018 due 2019

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| | |
|-------------------------|--------------|
| Land: | \$115,300.00 |
| Improvements: | \$93,500.00 |
| Homeowners Exemption: | \$0.00 |
| Mortgage Exemption: | \$0.00 |
| Supplemental Homestead: | \$0.00 |
| Other Exemption: | \$0.00 |

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

Taxes for the year 2019 due in May and November, 2020.

8. Terms, conditions and provisions of a Deed of Easement by and between Michael Eicher and Amanda Eicher grantor(s), and Indiana & Michigan Electric Company, grantee, dated December 13, 1967, recorded February 16, 1968, in Miscellaneous Record 702, page 216.
9. Rights of way for drainage tiles, ditches, feeders, laterals, and legal drains and ditches, if any.
10. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility right of way.
11. Notwithstanding any reference to the acreage or quantity of land described on Schedule C, nothing contained herein insures the quantity of land contained within the boundaries of the land described in Schedule C.
12. Minerals or mineral rights or any other subsurface substances (including, without limitation, oil, gas and coal), and all rights incident thereto, now or previously leased, granted, excepted or reserved.

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First American

Schedule C

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-152022

Commitment No.: 4035-152022

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

The North eighty-two and sixty-two one hundredth (82.62) acres of the west half (1/2) of Section four (4), Township thirty-one (31) North, Range fourteen (14) East, EXCEPT the East Twenty (20) acres of the above described tract heretofore sold to Daniel and Marie Eicher.

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First American

Commitment

ALTA Commitment for Title Insurance

Issued by

Metropolitan Title of Indiana, LLC

as issuing Agent for First American Title Insurance Company

File No: 4035-152022

COMMITMENT FOR TITLE INSURANCE

**Issued By Metropolitan Title of Indiana, LLC, as issuing Agent for First American 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, **First American Title Insurance Company**, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

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.

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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>.

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DEED OF EASEMENT
Form 281-64
FOLE

WO No. 731-2809-00-3156 Easement No. 35 Map No. 1530

This indenture, made this 13th day of December, 1967, by and between
DULY ENTERED FOR TAXATION Michael Eicher and Amanda Eicher, his wife

1968

Walter A. Sumner
AUDITOR

RFD. #2, Grabill, Indiana

whose address is _____ of the County of Allen, State of Indiana (hereinafter called the "Grantor", whether one or more) and INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana Corporation authorized to do business in the State of Michigan whose post office address is 2101 Spy Run Ave., Fort Wayne, Indiana, (hereinafter called the "Grantee").

Witnesseth: That for One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt of which Grantor hereby acknowledges, Grantor hereby conveys and warrants to Grantee a permanent right of way and easement for _____ electric power lines with the right to the Grantee to locate, construct, reconstruct, erect, operate, use, repair, maintain, renew, remove, inspect, patrol, at any and all times, poles, conductors and all necessary or useful facilities and equipment with respect to such lines for transmitting electric or other energy, including crossarms, wires, cables, guys, anchors, counter-poles, and all other appurtenant equipment and fixtures (all of the foregoing being hereinafter called collectively "Grantee's Facilities") in, on, along, over, through and across the following described lands (hereinafter called "Premises") situated in _____ Township, County of _____, State of Indiana, Section _____ Township 31 N. Range 11 E. more particularly described as follows:

The north 35 feet of the following described tract of land: The north 82.62 Acres of the fractional northwest quarter of said Section 14 excepting therefrom the east 20 acres.

Together with the right to the Grantee to cut, to control or eliminate by herbicides, and at its option to remove from the Premises or the lands of the Grantor adjoining the same on either side, any trees, overhanging branches, vegetation, obstacles or obstructions which may endanger the safety or interfere with the installation, use, or enjoyment of all or any of Grantee's Facilities; to add to the number of and relocate at any time or times all of Grantee's Facilities; and of ingress and egress to, over and from the Premises and any adjoining lands of Grantor at any and all times for the purposes of exercising and enjoying any and all the rights hereby vested in Grantee.

It is understood and agreed:

1. The location of the route of the easement shall be established by a center line connecting the center points of the poles, as constructed on the Premises and or on adjoining lands.
2. Grantee shall promptly repair or replace all fences, gates, drains and ditches damaged or destroyed by it on the Premises and shall pay Grantor all damages done to crops and livestock on the Premises proximately caused by the construction, operation and maintenance of Grantee's Facilities. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules at the market price in vicinity. All claims of Grantor for damages arising under this indenture shall be made at or mailed to the office of Grantee at Fort Wayne, Indiana, within thirty (30) days after such damages shall accrue.
3. Grantee shall pay to Grantor, at or prior to the time when construction of Grantee's Facilities is commenced on the Premises, Five Dollars (\$5.00) for each pole, to be located thereon.
4. Grantor shall have the right to cultivate or otherwise use the Premises in any way not inconsistent with the easement hereby granted, but no building, structure or obstruction shall be placed by the Grantor under or within twenty-five (25) feet (measured horizontally) of nearest pole, cable or wire.
5. This indenture contains all the terms and conditions of this easement, express or implied, between the parties hereto and shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.

In Witness Whereof, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Gerald E. Bates
Gerald E. Bates

Michael Eicher
Michael Eicher

Amanda Eicher
Amanda Eicher

Instrument # 12122

Allen County Recorder

1968 FEB 16 AM 11 47

This instrument was prepared by William L. Eicher, employee of Indiana & Michigan Electric Company on its behalf.

STATE OF INDIANA }
County of Allen } ss.
Before me Gerald E. Bates, a Notary Public in and for said
County and State, this 13th day of December, 1967, personally appeared
the above named Michael Eicher and Amanda Eicher

and acknowledged the execution of the within instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above written.

My commission expires Dec. 2, 1970.
Gerald E. Bates Notary Public.

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