

250± Acres

offered in 10 Tracts
Tracts ranging from
9 to 62 Acres

Franklin County, Indiana

20 minutes to OXFORD, OH

10 minutes to Brookville, IN

30 minutes to Cincinnati, OH



important
LAND

Auction

WEDNESDAY, JUNE 10 • 6PM

- Picturesque Southern Indiana Farm
- Abundant WHITETAIL & TURKEY
- Rolling Pastures with Beautiful Elevated Views
- GREAT LOCATION within 30 minutes to Cincinnati
- Impressive Country Home with Picturesque Barns
- 45± FSA Crop Acre
- Potential Building Site

INFORMATION BOOKLET



ONLINE BIDDING AVAILABLE

800-451-2709 • SchraderAuction.com



SCHRADER

Real Estate and Auction Company, Inc.

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: John J. Heyob Trust

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

BOOKLET INDEX

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- **TOPOGRAPHY MAP**
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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, JUNE 10, 2020

250 ACRES – BROOKVILLE, 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, June 3, 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
250± Acres • Franklin County, Indiana
Wednesday, June 10, 2020, 6:00PM

Bidder# _____

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, June 10, 2020 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. **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.
7. This document must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, June 10, 2020**. Return this form via fax to: **260-244-4431** or it can be emailed to **andy@schraderauction.com**.

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, 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: _____

Questions about ONLINE BIDDING

kevin@schraderauction.com or call Kevin Jordan @ 260-244-7606

Questions about the PROPERTY or PHONE BIDDING....

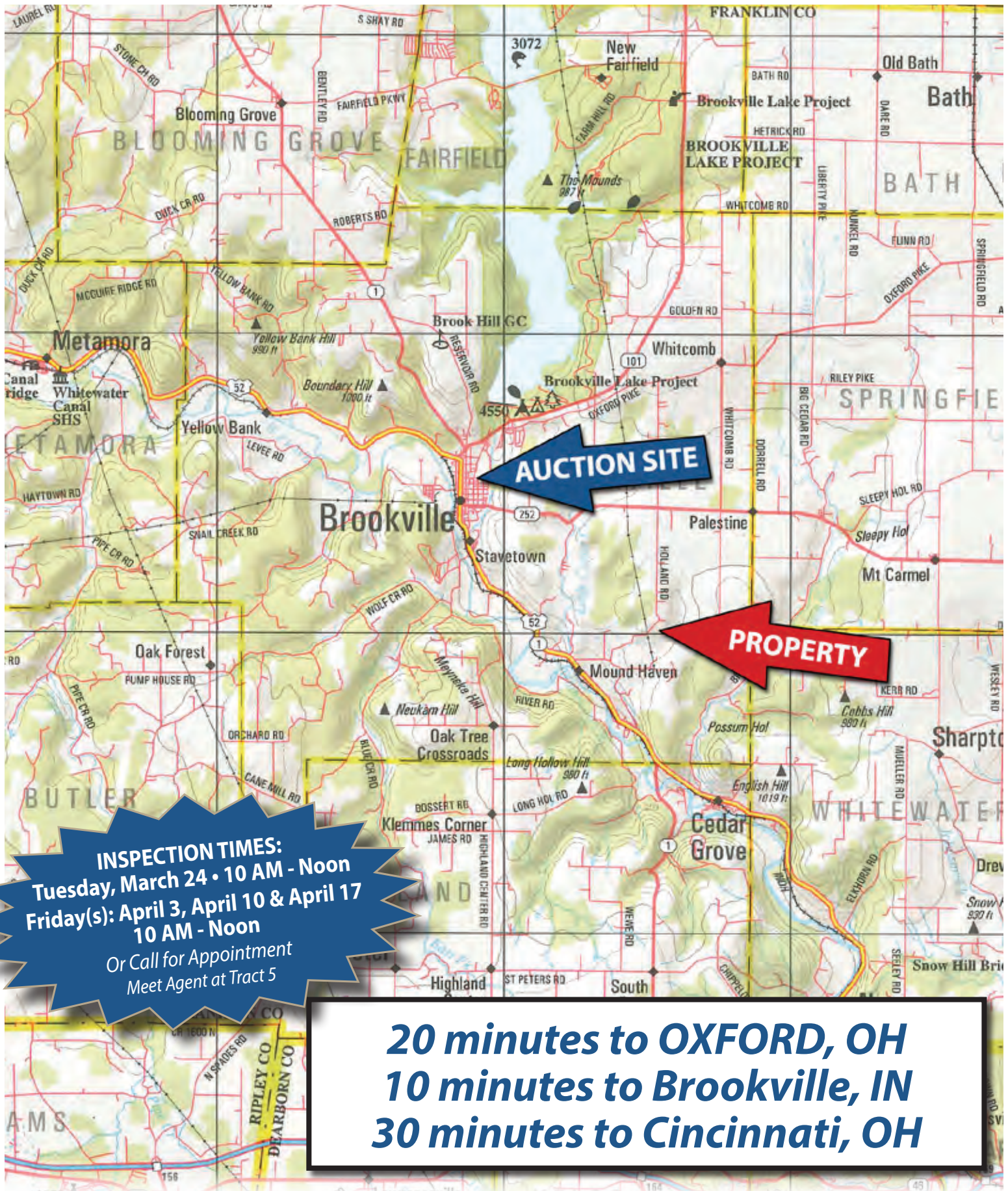
Please call Andy Walther 765-969-0401.

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

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

MAPS

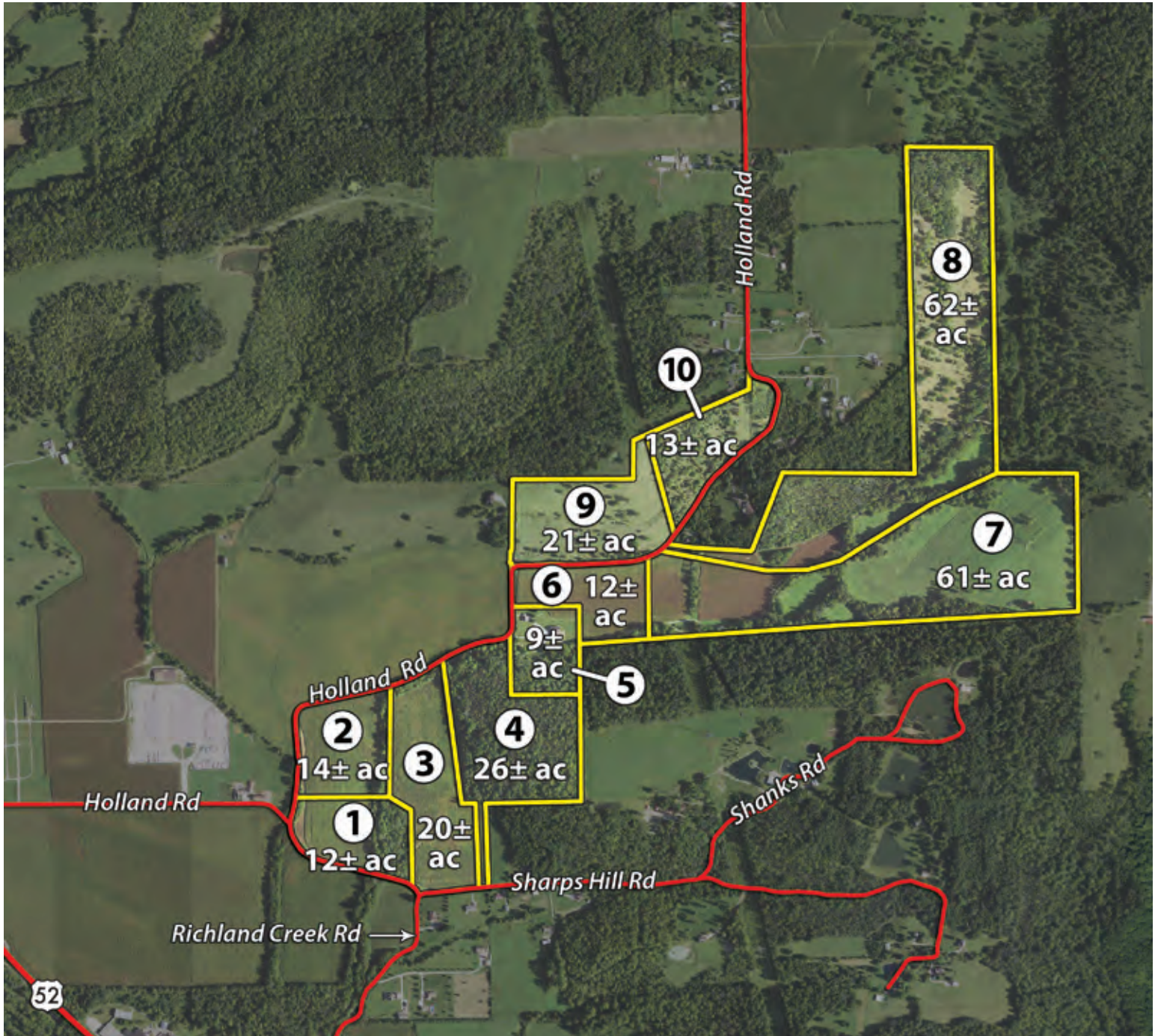
LOCATION MAP



INSPECTION TIMES:
Tuesday, March 24 • 10 AM - Noon
Friday(s): April 3, April 10 & April 17
10 AM - Noon
Or Call for Appointment
Meet Agent at Tract 5

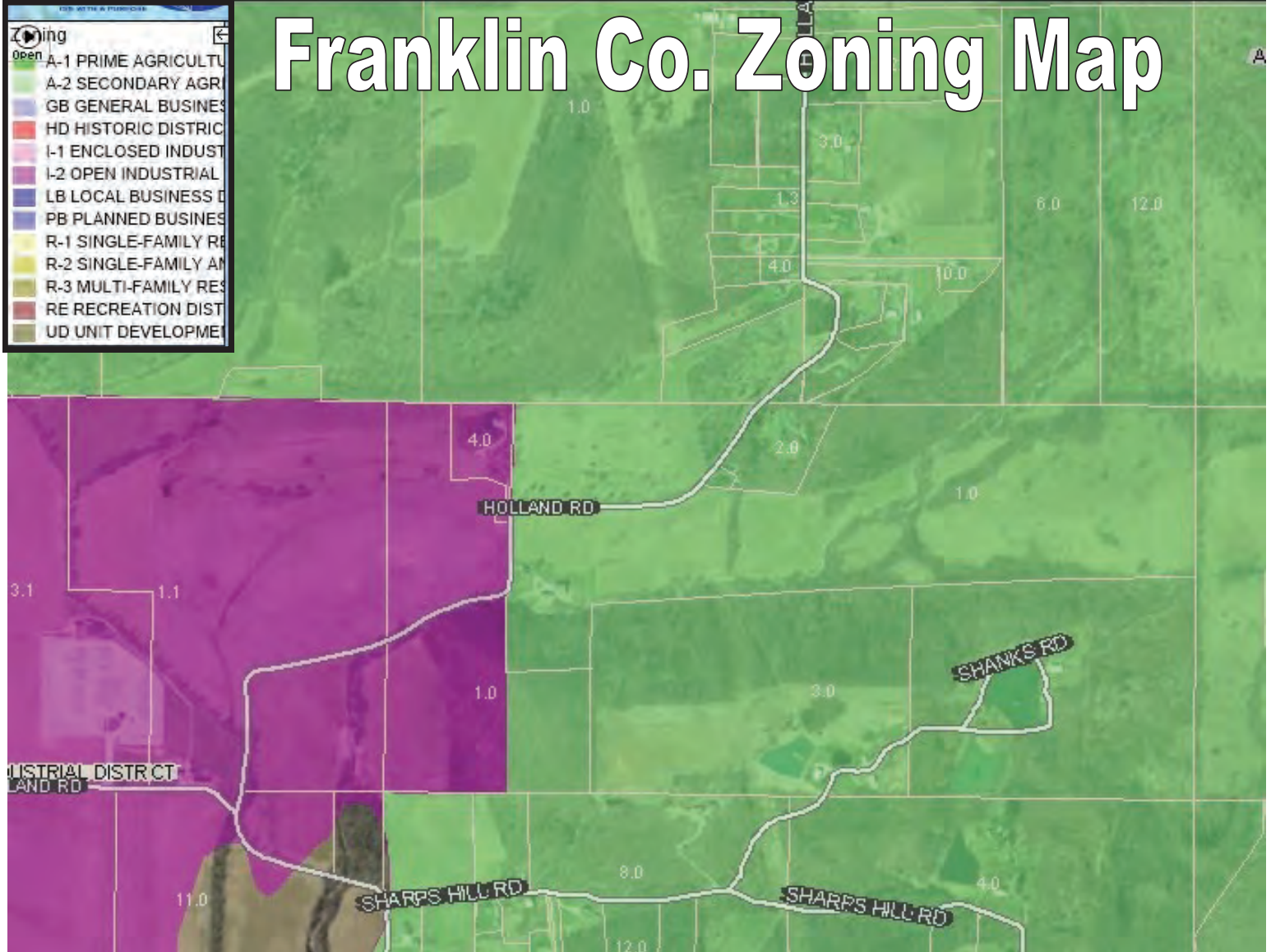
20 minutes to OXFORD, OH
10 minutes to Brookville, IN
30 minutes to Cincinnati, OH

AERIAL MAP



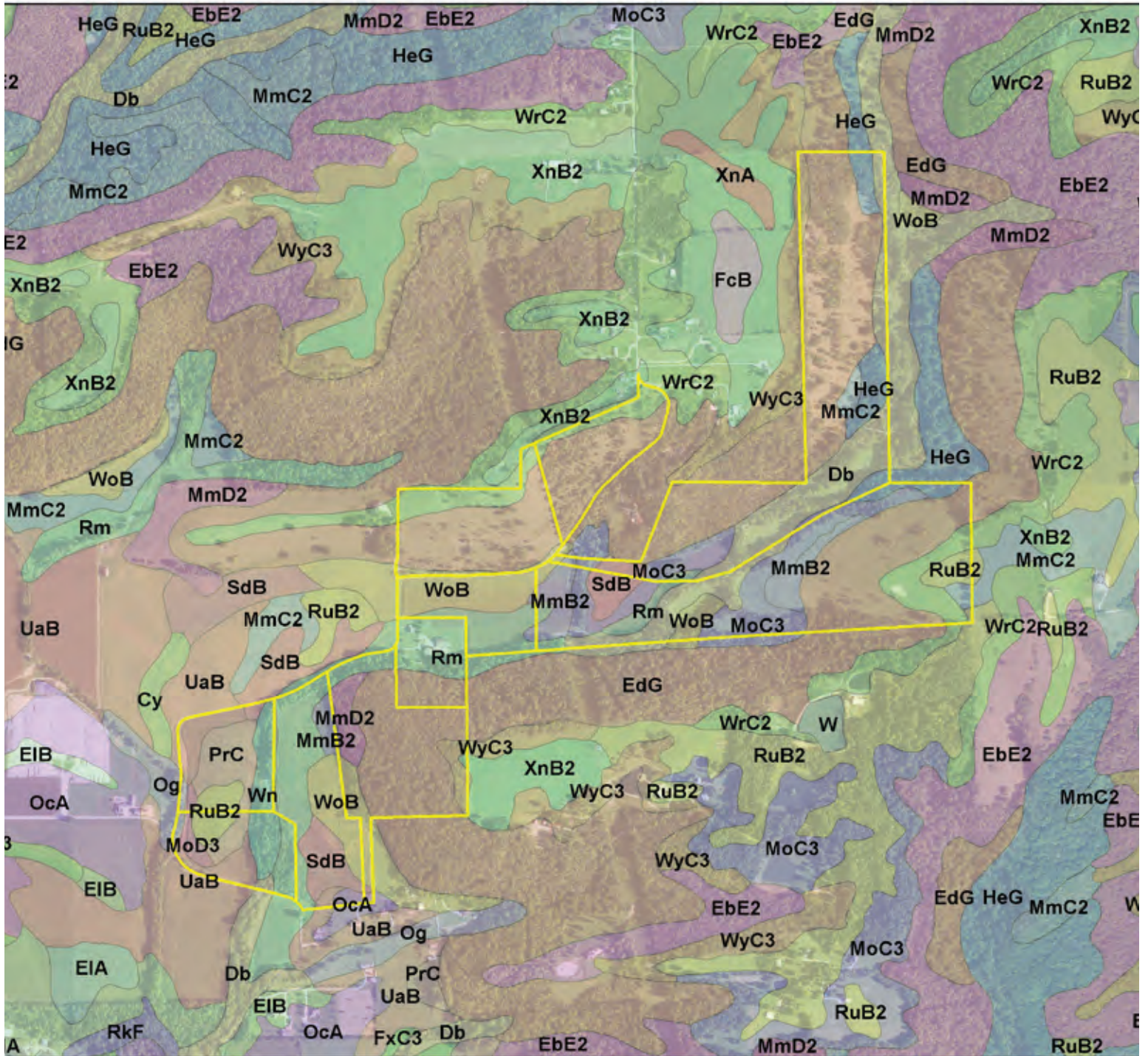
ZONING MAP

Franklin Co. Zoning Map



SOIL INFORMATION

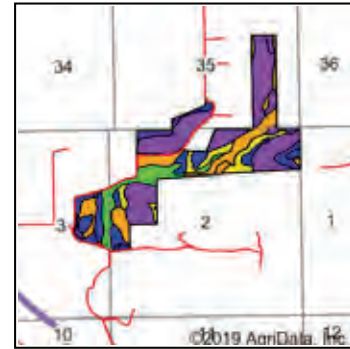
SOIL MAP



SOIL MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Franklin**
 Location: **2-8N-2W**
 Township: **Brookville**
 Acres: **250.26**
 Date: **1/22/2020**

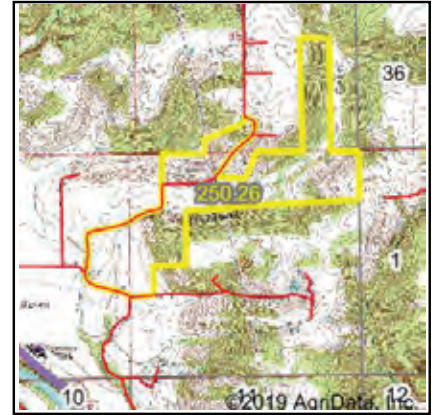
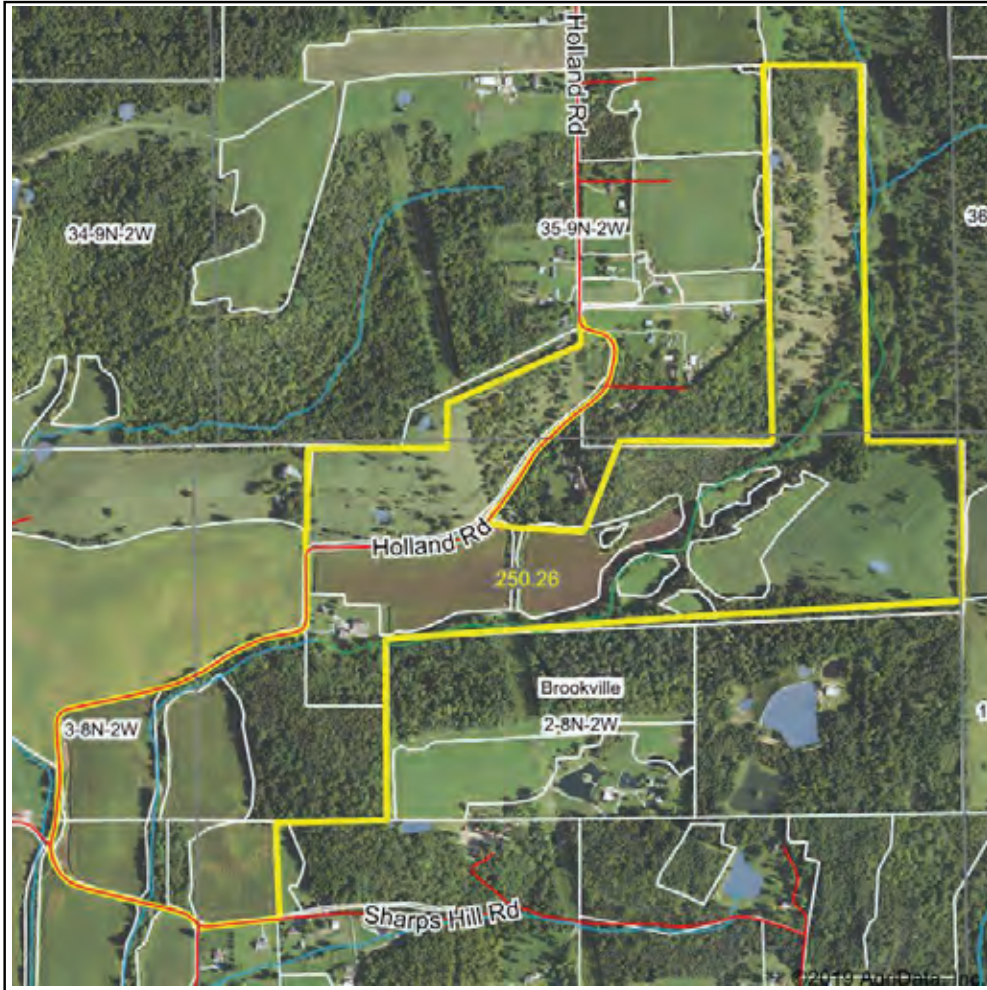
SCHRADER
 Real Estate and Auction Company, Inc.

Maps Provided by:
surety
 CUSTOMER-ORIENTED ONLINE MAPPING
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Area Symbol: IN047, Soil Area Version: 19													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Cor n	Grass legume hay	Pasture	Soybeans	Winter wheat	Tobacco	Alfalfa hay	Orchardgrass red clover
EdG	Eden flaggy silty clay, 25 to 50 percent slopes	99.26	39.7%		Vlle								
Rm	Ross silt loam, 0 to 2 percent slopes, rarely flooded	25.96	10.4%		lw	158	5	10	55	68			
Db	Dearborn loam, frequently flooded	20.81	8.3%		lls	110	4	7	35	28			
WoB	Woolper silty clay loam, 1 to 6 percent slopes	17.99	7.2%		llle	140		9	46	70			5
MoC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	16.61	6.6%		IVe	121	4	8	41	54			
Wrc2	Wynn silt loam, 6 to 12 percent slopes, eroded	12.17	4.9%		lle	86	3	6	30	35			
MmB2	Miami silt loam, 2 to 6 percent slopes, eroded	8.20	3.3%		lle	136	5	9	48	61			
SdB	Sidell silt loam, 1 to 4 percent slopes	7.94	3.2%		lle	165	5	11	54	83			
HeG	Hennepin loam, 25 to 50 percent slopes	6.97	2.8%		Vlle	14	1	1	5	6			
PrC	Princeton fine sandy loam, 4 to 12 percent slopes	6.79	2.7%		llle	125	4	8	44	63			
UaB	Uniontown silt loam, moderately wet, 2 to 8 percent slopes	5.91	2.4%		lle	145	5	10	51	73			
Wn	Wirt loam, occasionally flooded	5.82	2.3%		llw	110	4	7	39	55	2950	5	
RuB2	Russell silt loam, 2 to 6 percent slopes, eroded	5.20	2.1%		lle	149	5	10	53	73			
MmD2	Miami silt loam, well drained, 12 to 18 percent slopes, eroded	2.86	1.1%		IVe	112	4	8	38	56			
Wyc3	Wynn silty clay loam, 6 to 12 percent slopes, severely eroded	2.73	1.1%		IVe	75	3	5	26	38			
MmC2	Miami silt loam, 6 to 12 percent slopes, eroded	1.76	0.7%		llle	133	4	9	47	58			
MoD3	Miami clay loam, 12 to 18 percent slopes, severely eroded	1.55	0.6%		Vle	110	4	7	39	50			
OcA	Ockley loam, 0 to 2 percent slopes	0.75	0.3%		lls	129	5	9	45	64			
Og	Oldenburg silt loam, occasionally flooded	0.71	0.3%		llw	115	4	8	40	52	2800	6	
XnB2	Xenia silt loam, 2 to 6 percent slopes, eroded	0.27	0.1%		lle	152	5	10	53	68			
Weighted Average						75	2.2	4.9	25.5	32.9	76.5	0.1	0.4

Soils data provided by USDA and NRCS.

WETLANDS MAP

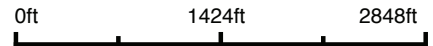
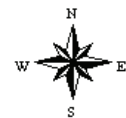


State: **Indiana**
 Location: **2-8N-2W**
 County: **Franklin**
 Township: **Brookville**
 Date: **1/22/2020**



Maps Provided By:

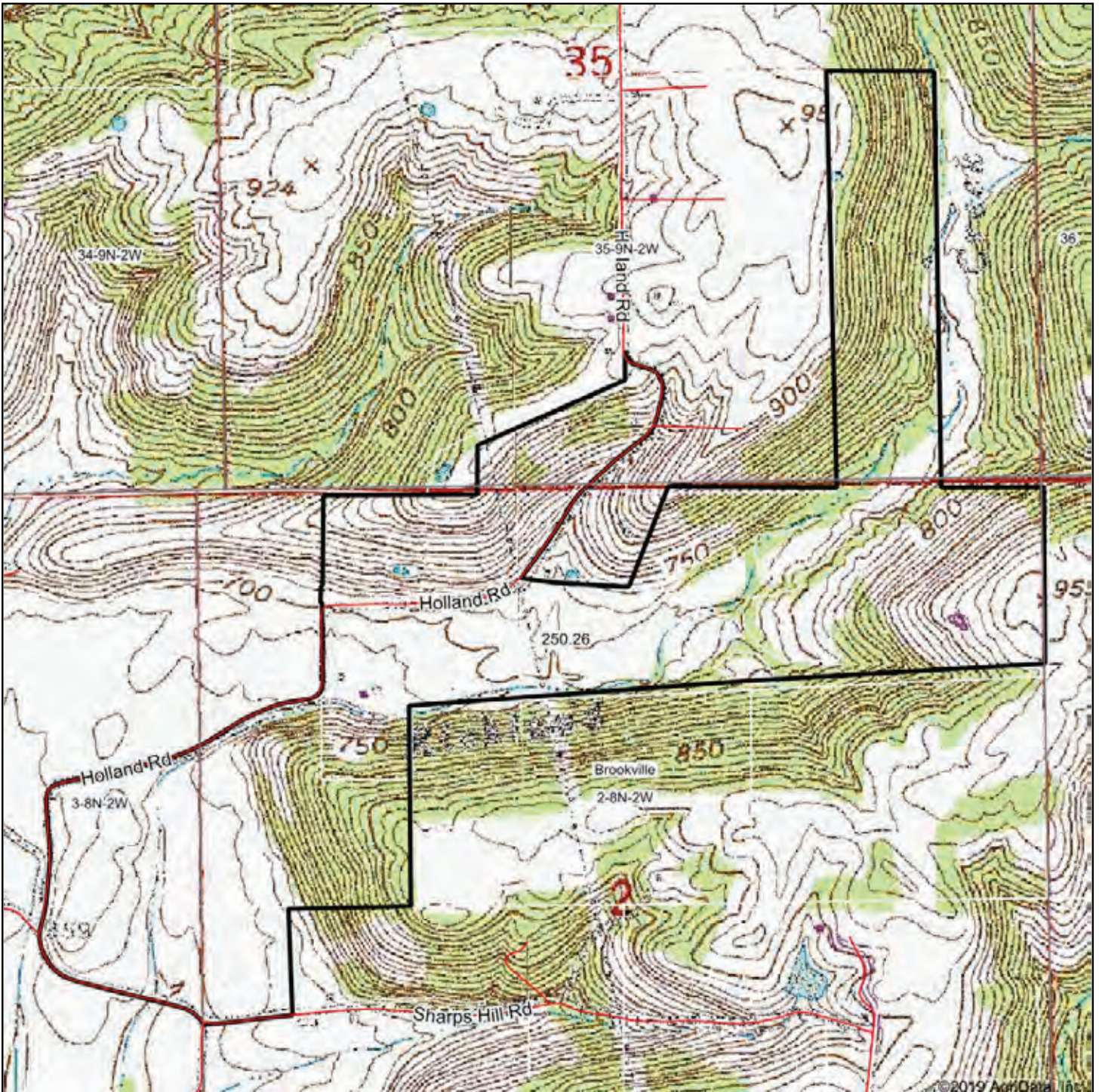
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2019 www.AgriDataInc.com



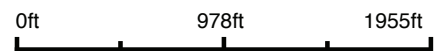
Classification Code	Type	Acres
PFO1A	Freshwater Forested/Shrub Wetland	1.97
R4SBC	Riverine	1.42
PUBGh	Freshwater Pond	0.21
PUBFh	Freshwater Pond	0.18
PABFh	Freshwater Pond	0.12
	Total Acres	3.90

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

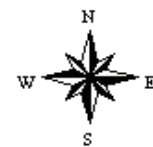
TOPOGRAPHY MAP



map center: 39° 23' 32.51, -84° 57' 27.46



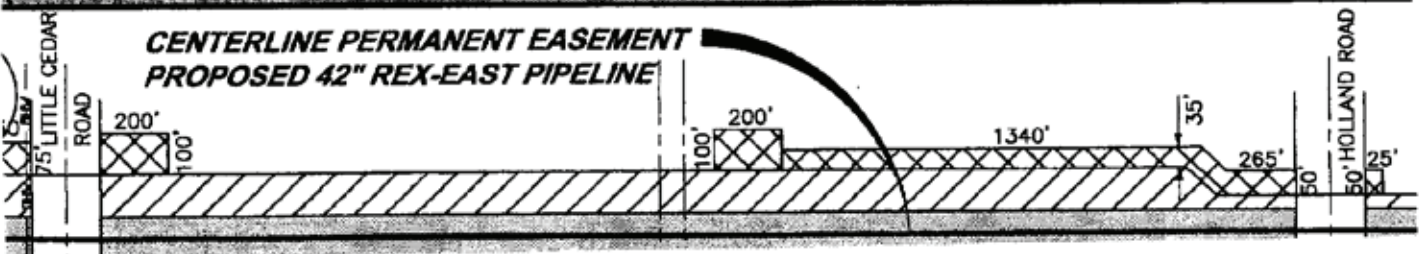
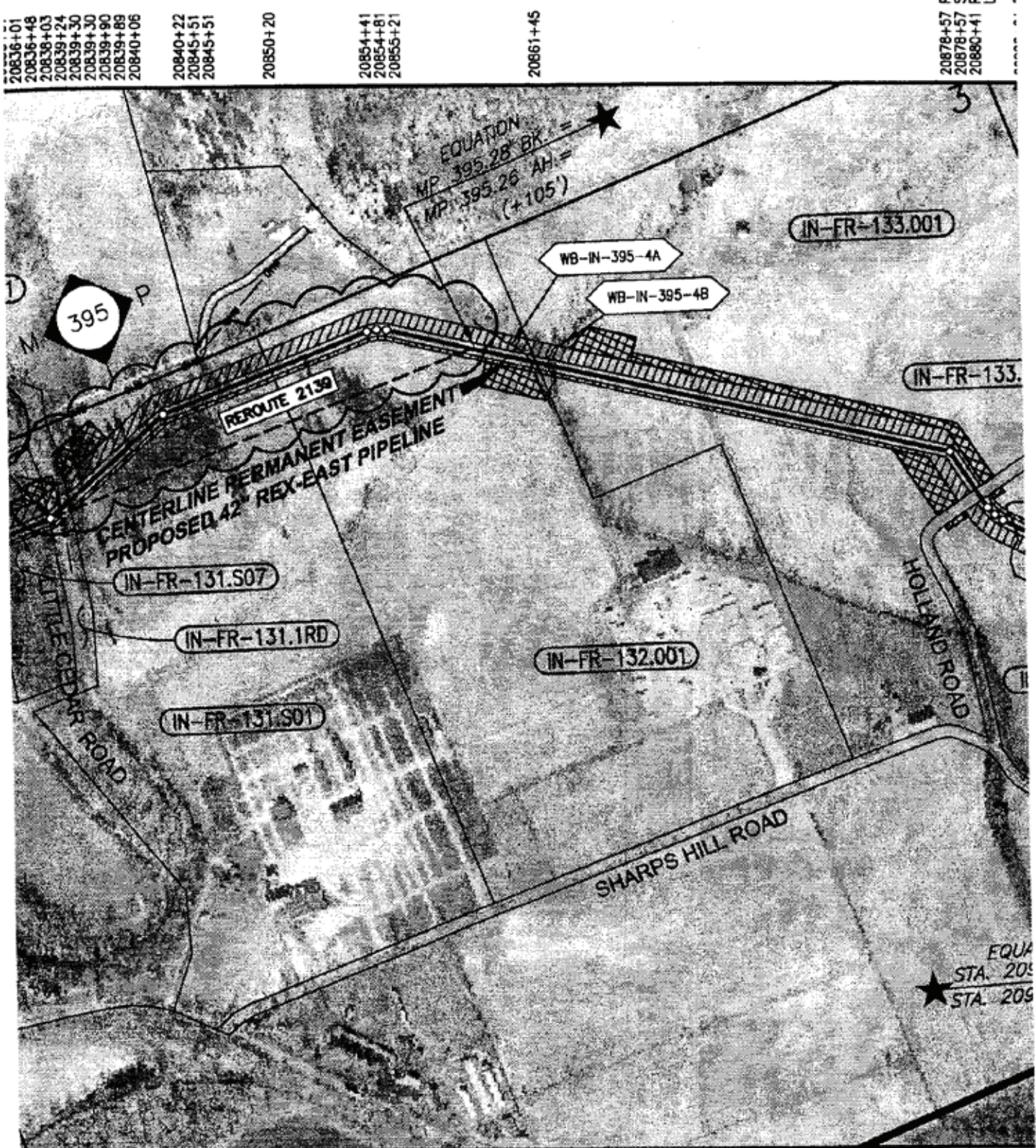
2-8N-2W
Franklin County
Indiana



1/22/2020

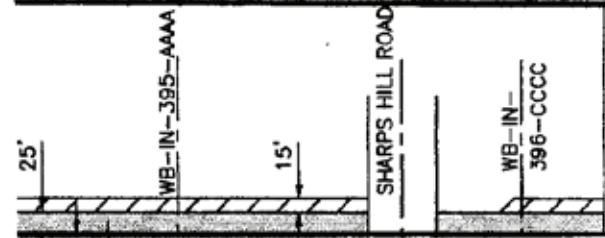
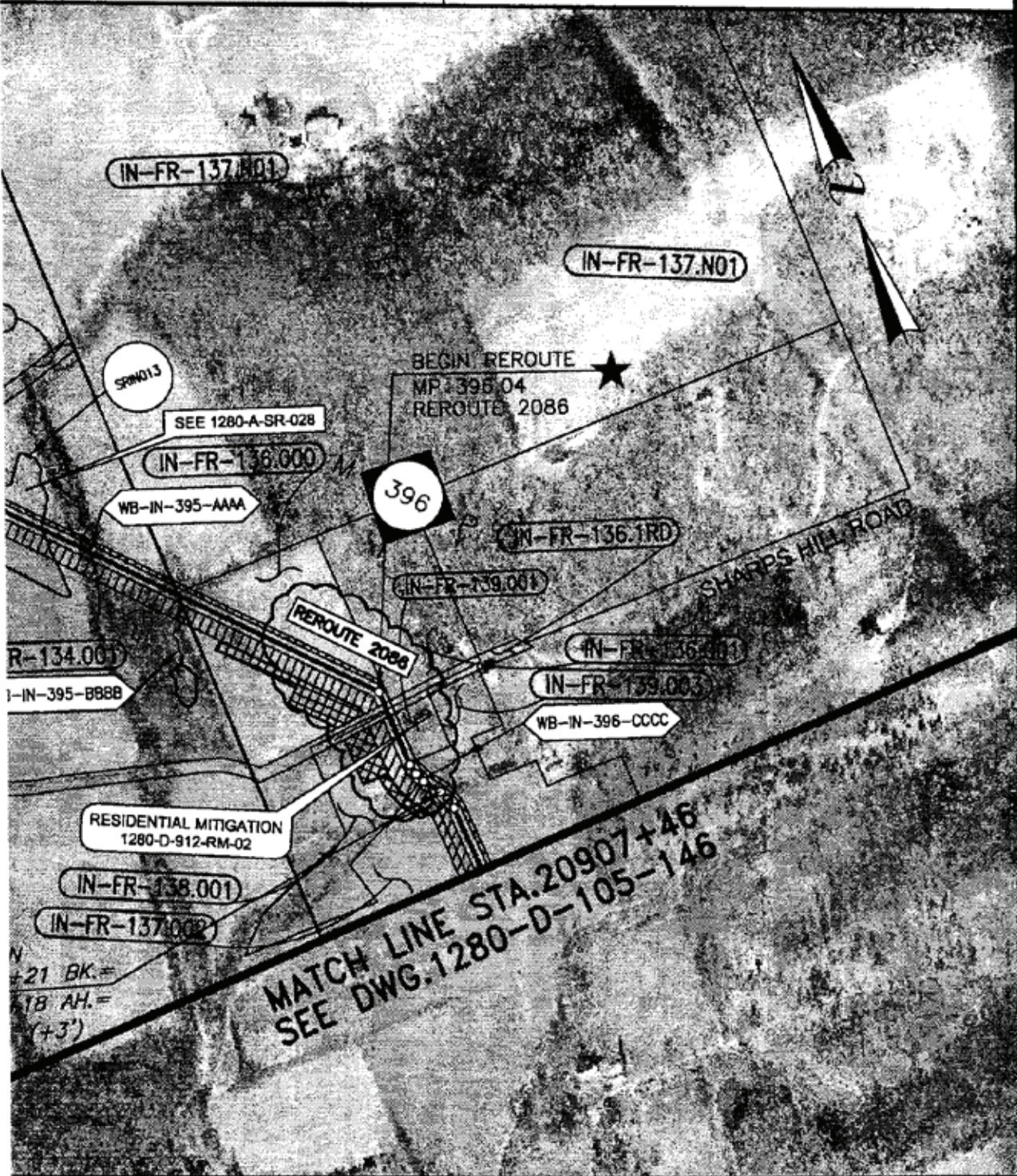


PIPELINE MAP



PIPELINE MAP

20881+30 P
 20881+70 P
 20882+10 P
 20891+45 F
 20891+58 S
 20891+61 F
 20899+77 SE
 20899+77 P
 20900+23 FE
 20900+44 CL
 20900+55 ON
 20900+66 RC
 20903+15 LN
 20903+15 SB
 20903+15 P
 20903+48 P
 20903+58 P
 20903+70 FE
 20904+18 P
 EQUATION:
 20904+21 BK
 20904+18 AH
 20904+58 P
 20904+97 P



**CONTRACTOR TO
 FIELD
 VERIFY ALL
 LOCATIONS OF**



TRACTS 1-4

**PRELIMINARY
TITLE**

PRELIMINARY TITLE

Schedule A ALTA COMMITMENT

1. Commitment Date: March 16, 2020 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount:
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount:
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, 2, 3, 6, 7, 8 9: John J. Heyob, Trustee (Or His Successors) of the John J. Heyob Trust under Agreement dated the 20th day of March, 2007, as amended
Tract 4: John J. Heyob, Trustee of the John J. Heyob Trust dated March 20, 2007
5. The Land is described as follows:
Situated in the County of Franklin, 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-I

ALTA Commitment

Commitment Number: C-20-036

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 John J. Heyob, Trustee (Or His Successors) of the John J. Heyob Trust under Agreement dated the 20th day of March, 2007, as amended to , conveying title to subject property.

Mortgage from to , securing the principal amount of \$.

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.

2019 taxes, due and payable 2020,

Tract 1 -35-9-2 9 acres

Parcel #24-10-35-300-005.000-003, Land Assessed at \$1400, Improvements Assessed at \$0, Homestead Exe. \$0 / Mortgage Exe. \$0.

A) First half \$20.55, unpaid, annually

B) Second half \$0.00, unpaid

Tract 2: 2-8-2 127.754 acres

Parcel #24-16-02-200-001.000-003, Land Assessed at \$97100, Improvements Assessed at \$182600, Homestead Exe. \$45000 / HS-Suppl. \$45605

A) \$1387.86, unpaid

B) \$1387.86, unpaid

Tract 3: 35-9-2 39 acres

Parcel #24-10-35-400-006.000-003 , Land Assessed at \$13100, No Improvements. No Exemptions.

A) First half \$96.14, unpaid

B) Second half \$96.14, unpaid

Tract 4:35-9-2 2.167 acres

Parcel #24-10-35-400-005.000-003, Land Assessed at \$500, No Improvements. No Exemptions.

A)First half \$7.34, unpaid

B) Second half \$0.00, unpaid

Tract 5: 3-8-2 7.057 acres

Parcel #24-16-03-400-011.004-003, Land Assessed at \$9100, Improvements Assessed at \$0.00. No Exemptions.

A) First half \$66.79, unpaid

B) Second half \$66.79, unpaid

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.

ORT Form 4690 B 1 6/06 revised 8-1-16

Schedule B I

ALTA Commitment for Title Insurance

(C-20-036.PFD/C-20-036/3)

PRELIMINARY TITLE

SCHEDULE B-I

(Continued)

Commitment Number: C-20-036

Tract 6: 3-8-2 4.788 acres

Parcel #24-16-03-400-013.000-003, Land Assessed at \$4800, Improvements Assessed at \$0, No Exemptions.

A) First half \$35.23, unpaid

B) Second half \$35.23, unpaid

Tract 7: 2-8-2 9.269 acres

Parcel #24-16-02-300-001.001-003, Land Assessed at \$14100, Improvements Assessed at \$0, No Exemptions.

A) First half \$103.48, unpaid

B) Second half \$103.48, unpaid

Tract 8: 2-8-2 32.24 acres

Parcel #24-16-02-100-001.000-003, Land Assessed at \$13400, Improvements Assessed at \$0.00. No Exemptions.

A) First half \$98.35, unpaid

B) Second half \$98.35, unpaid

Tract 9: 3-8-2 18.988 acres

Parcel #24-16-03-200-001.000-003, Land Assessed at \$20300, Improvements Assessed at \$0. No Exemptions.

A) First half \$148.99, unpaid

B) Second half \$148.99, unpaid

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

8. 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.
9. *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.
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 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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ORT Form 4690 B I 6/06 revised 8-1-16

Schedule B I

ALTA Commitment for Title Insurance

(C-20-036.PFD/C-20-036/3)

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. The 2019 Spring 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.
10. Rights of the Public, the State of Indiana, and County of Franklin and the municipality in and to that part of the premises taken or used for road purposes and public utilities.
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. Subject to a Right of Way Easement with Franklin County Water Association, recorded February 24, 1992, in Easement Book 5, page 664. (Tract 4 Only)
14. Subject to a possible portion of Tract 5 that lies within the Flood Hazard Area "Zone A", see legal description for more information and plat of where this area is located. (Tract 5 Only)
15. Subject to a Pipeline Easement between Current Owners and Rockies Express Pipeline LLC, recorded July 31, 2008, in Instrument #2008002760. (Tract 7)
16. Subject to a Pipeline Easement between Current Owners and Rockies Express Pipeline LLC, recorded July 31, 2008, in Instrument #2008002761. (Tract 8)
17. Subject to a Pipeline Easement between Current Owners and Rockies Express Pipeline LLC, recorded July 31, 2008, in

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PRELIMINARY TITLE

SCHEDULE B-II ALTA Commitment (Continued)

Instrument #2008002759. (Tract 9)

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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

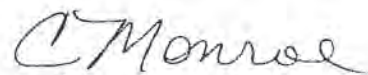
Union County Title Company, LLC
1 W. Union St.
Liberty, IN 47353

By:


UNION COUNTY TITLE COMPANY, L.L.C.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
16121.371-1111

By

 President

Attest

 Secretary

ORT Form 4690 8-1-16
ALTA Commitment for Title Insurance

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.

PRELIMINARY TITLE

EXHIBIT A

6241 Holland Road
Brookville, IN 47012

TRACTS: 1, 2 & 3

BROOKVILLE TOWNSHIP: Nine (9) acres lying on the South side of the Southeast Quarter of the Southwest Quarter of Section No. Thirty-Five (35), Township No. Nine (9), Range Two (2) West.

ALSO: BROOKVILLE TOWNSHIP: The following tract of land adjoining the above and described as follows, to-wit: The North part of the North half of Section No. 2, Township No. 8, Range No. 2 West, beginning at the Northeast corner of Section No. 2; thence South on the section line 17 chains and 11 links to a corner in the road; thence South 86 1/2 degrees West 60 chains and 26 links to a corner; thence South 6 chains and 46 links to a corner; thence West 8 chains and 47 links to a corner; thence North 106 poles and 4 tenths of a pole to the section line; thence East 115 rods to the half section corner; thence East on the section line to the beginning containing 135.6 acres, both tracts containing 144.6 acres, more or less.

ALSO: BROOKVILLE TOWNSHIP: A part of the Southwest Quarter of Section 35, Township No. 9, Range No. 2 West, beginning at the Southeast corner of said quarter section; thence North 23 1/3 rods to the center of the public highway; thence in a Southwesterly direction along the center of said highway with its meanderings at it now is to the South line of said quarter section; thence East on said line to the place of beginning, containing 4 acres, more or less.

ALSO: BROOKVILLE TOWNSHIP: The West half of the East half of the Southeast Quarter of Section 35, Township 9, Range 2, containing 39 acres, more or less. EXCEPTING the following real estate conveyed by Grantors herein to Danny Howard Thompson and Ruth Ann Thompson, husband and wife, December 24, 1969, by Deed recorded in Deed Record 79 at page 513 in the office of the Recorder of Franklin County, Indiana, to-wit: A part of the Southwest Quarter of Section 35, Township 9, Range 2 and a part of the Northwest Quarter of Section 2, Township 8, Range 2 described as follows: Beginning at a stone marking the Southeast corner of the Southwest Quarter of Section 35, Township 9, Range 2 and the Northeast corner of the Northwest Quarter of Section 2, Township 8, Range 2; thence South on the half section line 610 feet to a stake; thence North 85 degrees West 685 feet to a point on the mean center line of Holland Road witnessed by a 4 inch cedar tree on the South right of way of said road; thence North 40 degrees East following the center line of said road 375 feet to a point; thence North 30 degrees East following the center line of said road 270 feet to a point on the East and West section line; thence North 48 degrees East following the center line of said road 38 feet to a point on the North and South half section line witnessed by a post on the South right of way of said road; thence South on the half section line and fence 248 feet to the place of beginning, containing 7.16 acres of which 0.83 of an acre is in Section 35 and 6.33 acres are in Section 2.

Being the same real estate conveyed by Charles R. Thompson and Mattie M. Thompson, husband and wife, to Harold E. Saylor and Mary Ann Saylor, husband and wife, by deed dated May 30, 1980 and recorded August 21, 1986 in Deed Record 98, Pages 914-915 of the records of Franklin County, Indiana.

PRELIMINARY TITLE

Save and Except: Being part of the Northeast Quarter of Section Two (2), Township Eight (8) North, Range Two (2) West, Brookville Township, Franklin County, Indiana, being bounded and described as follows: Beginning at a stone marking the Northwest Corner of the Northeast Quarter of Section 2, Township 8 North, Range 2 West; thence along an existing fenceline, North 89 degrees 42 minutes 13 seconds East 236.77 feet; thence South 23 degrees 57 minutes 11 seconds West 361.89 feet to a Hickory Tree; thence South 17 degrees 46 minutes 42 seconds West 294.57 feet to an iron rod stake; thence North 00 degrees 00 minutes 35 seconds East 610.00 feet to the place of beginning, containing 1.526 acres. Being subject to all easements and restrictions of record. The above description is based on a survey completed under the direction of Joe W. Gillespie Jr., R.L.S. 900024 under the date of October 28, 1999.

Subject to all legal streets and highways and to any and all applicable Planning and Zoning Ordinances of Franklin County, Indiana.

TRACT 4:

Situated in the West Half of the Southeast Quarter of Section Thirty-five (35), Township Nine (9) North, Range Two (2) West, in Brookville Township, Franklin County, Indiana, and being more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of Section 35, Township 9 North, Range 2 West, thence North along the half section line 239.80 feet to a point in the center of Holland Road, said point being the real point of beginning for the land herein described and being marked by an iron bar North 21.49 feet; thence North along the half section line 607.30 feet to a point in the center of Holland Road, said point being marked by an iron bar South 61.01 feet; thence following along the centerline of Holland Road approximated by a curve (R=63.92) to the left to a point South 40 degrees 37 minutes 30 seconds East 77.12 feet therefrom; thence South 74 degrees 12 minutes 30 seconds East 77.06 feet along the centerline of Holland Road; thence following along centerline approximated by a curve (R=127.77) to the right to a point South 38 degrees 09 minutes 15 seconds East 172.56 feet therefrom; thence South 10 degrees 44 minutes 45 seconds West 164.27 feet along centerline; thence following along centerline approximated by a curve (R=226.30) to the right to a point South 30 degrees 42 minutes 20 seconds West 157.84 feet therefrom; thence South 51 degrees 34 minutes 00 seconds West 152.85 feet along centerline to the point of beginning and containing 2.167 acres. Subject to all legal highways. Being part of the same premises described in Deed Record 61, page 522 in the Franklin County, Indiana Deed Records. The above description is based on a survey made in September of 1971 by Raymond Redelman under the direction of Jack R. Schmidt, L.S. No. 12774.

PRELIMINARY TITLE

TRACT 5:

SURVEY FOR EDWIN ROBERTS

DESCRIPTION OF 7.057 ACRES

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 2 WEST, FIRST PRINCIPAL MERIDIAN, BROOKVILLE TOWNSHIP, FRANKLIN COUNTY, INDIANA, BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 2 WEST; THENCE N89 DEGREES 38'54"W 341.94 FEET TO AN IRON ROD MARKING THE NORTHWEST CORNER OF A 14.057 ACRE TRACT AND THE TRUE PLACE OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID 14.057 ACRE TRACT, S00 DEGREES 50'31"E 570.16 FEET TO A MAG NAIL IN RICHLAND CREEK ROAD; THENCE ALONG SAID ROADWAY THE FOLLOWING (5) CALLS: (1) N75 DEGREES 10'55"W 461.72 FEET, (2) N63 DEGREES 42'44"W 126.28 FEET, (3) N38 DEGREES 25'32"W 127.71 FEET, (4) N20 DEGREES 23'41"W 70.46 FEET AND (5) N03 DEGREES 08'45"W 83.10 FEET TO THE INTERSECTION OF HOLLAND ROAD; THENCE ALONG HOLLAND ROAD, N12 DEGREES 11'39"E 154.35 FEET TO A RAILROAD SPIKE; THENCE LEAVING SAID ROADWAY, S89 DEGREES 38'54"E 627.10 FEET TO THE PLACE OF BEGINNING, CONTAINING 7.057 ACRES MORE OR LESS. BEING SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS AND RESTRICTIONS OF RECORD.

TRACT 6 & 7:

Being part of the Southeast Quarter of Section 3 and part of the Southwest Quarter of Section 2, all in Township 8 North, Range 2 West, First Principle Meridian, Brookville Township, Franklin County, Indiana, being bounded and described as follows: Beginning at an iron rod stake marking the Northwest corner of the Southwest Quarter of Section 2, Township 8 north, Range 2 West; thence North 89 degrees 56 minutes 46 seconds East 563.16 feet to an iron rod stake; thence South 01 degree 37 minutes 59 seconds East 679.51 feet to a railroad spike in Sharps Hill Road; thence along said roadway the following 6 calls: (1) South 84 degrees 56 minutes 41 seconds West 163.54 feet, (2) South 83 degrees 37 minutes 50 seconds West 205.36 feet, (3) South 85 degrees 41 minutes 49 seconds West 135.65 feet, (4) North 70 degrees 05 minutes 16 seconds West 85.38 feet, (5) North 52 degrees 46 minutes 04 seconds West 013.33 feet and (6) North 75 degrees 10 minutes 55 seconds West 259.93 feet to a mag nail; thence leaving said roadway to follow an existing fenceline, North 00 degrees 50 minutes 31 seconds West 570.16 feet to an iron rod stake; thence North 89 degrees 38 minutes 54 seconds East 341.94 feet to the place of beginning, containing 14.057 acres. Being subject to all legal highways, easements and restrictions of record. Based on a survey completed under the direction of Joe W. Gillespie, Jr. RLS #900024 under date of January 30, 2002.

PRELIMINARY TITLE

TRACTS 8 & 9:

TRACT 1: Being part of the Northeast Quarter of Section 3, Township 8 North, Range 2 West, First Principle Meridian, Brookville Township, Franklin County, Indiana, Being bounded and described as follows: Beginning at an iron rod marking the Southeast Corner of the Northeast Quarter of Section 3, Township 8 North, Range 2 West; thence along the South line of said Northeast Quarter, North 89 degrees 38 minutes 54 seconds West 293.90 feet to Richland Creek and the true place of beginning; thence along said south line, North 89 degrees 38 minutes 54 seconds West 675.14 feet to a railroad spike in Holland Road; thence along the centerline of said roadway the following 9 calls: (1) North 06 degrees 07 minutes 41 seconds East 155.28 feet, (2) North 08 degrees 34 minutes 27 seconds East 128.05 feet, (3) North 00 degrees 02 minutes 37 seconds West 76.79 feet, (4) North 04 degrees 18 minutes 21 seconds West 307.02 feet, (5) North 08 degrees 34 minutes 53 seconds East 71.74 feet, (6) North 37 degrees 46 minutes 21 seconds East 42.39 feet, (7) North 64 degrees 20 minutes 36 seconds East 36.48 feet, (8) North 78 degrees 17 minutes 21 seconds East 483.20 feet, and (9) North 76 degrees 51 minutes 22 seconds East 235.51 feet to the extended line of said Richland Creek; thence leaving said roadway to follow Richland Creek the following 6 calls: (1) South 13 degrees 44 minutes 50 seconds West 199.98 feet, passing an iron rod witness at 14.96 feet, (2) South 04 degrees 23 minutes 03 seconds West 207.89 feet, (3) South 19 degrees 33 minutes 29 seconds East 109.72 feet, (4) South 28 degrees 36 minutes 08 seconds West 93.76 feet, (5) South 14 degrees 24 minutes 43 seconds East 72.01 feet and (6) South 11 degrees 09 minutes 20 seconds West 288.43 feet to the place of beginning, containing 13.739 acres. Being subject to all legal highways, easements and restrictions of record.

TRACT 2: Being part of the Northwest Quarter of Section 2, and part of the Northeast Quarter of Section 3, all in Township 8 North, Range 2 West, First Principle Meridian, Brookville Township, Franklin County, Indiana, being bounded and described as follows: Beginning at an iron rod marking the Southeast corner of the Northeast Quarter of Section 3, Township 8 North, Range 2 West; thence along the South line of said Northeast Quarter North 89 degrees 38 minutes 54 seconds West 293.90 feet

to a point in Richland Creek; thence along said creek the following 6 calls: (1) North 11 degrees 09 minutes 20 seconds East 288.43 feet, (2) North 14 degrees 24 minutes 43 seconds West 72.01 feet, (3) North 28 degrees 36 minutes 08 seconds East 93.76 feet, (4) North 19 degrees 33 minutes 29 seconds West 109.72 feet, (5) North 04 degrees 23 minutes 03 seconds East 207.89 feet and North 13 degrees 44 minutes 50 seconds East 199.98 feet to the centerline of Holland Road, passing an iron rod witness at 185.02 feet; thence along said road centerline the following 10 calls: (1) North 76 degrees 51 minutes 22 seconds East 32.43 feet (2) North 68 degrees 15 minutes 29 seconds East 122.60 feet, (3) North 63 degrees 20 minutes 51 seconds East 133.98 feet, (4) North 58 degrees 15 minutes 56 seconds East 226.89 feet, (5) North 65 degrees 43 minutes 04 seconds East 212.02 feet, (6) North 73 degrees 24 minutes 33 seconds East 62.62 feet, (7) North 81 degrees 16 minutes 07 seconds East 159.23 feet, (8) North 74 degrees 43 minutes 41 seconds East 55.37 feet, (9) North 54 degrees 34 minutes 34 seconds East 37.68 feet and (10) North 22 degrees 47 minutes 19 seconds East 44.67 feet; thence leaving said roadway South 01 degree 06 minutes 09 seconds West 543.43 feet to an old fence post; thence South 88 degrees 24 minutes 37 seconds East 7.96 feet; thence South 00 degrees 50 minutes 25 seconds West 15.85 feet to an iron rod stake; thence South 89 degrees 48 minutes 36 seconds East 558.75 feet to an iron rod stake and existing fenceline; thence along said fenceline, South 00 degrees 10 minutes 33 seconds East 818.33 feet to a property corner stone and the South line of the Northwest Quarter of Section 2; thence along said South line, South 89 degrees 56 minutes 46 seconds West 1344.34 feet to the place of beginning, containing 37.489 acres. Being subject to all legal highways, easements and restrictions of record.



FSA INFORMATION & MAP

FSA INFORMATION & MAP

Indiana
Franklin
Report ID: FSA-156EZ

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

FARM: 717
Prepared: 3/2/20 11:35 AM
Crop Year: 2020
Page: 1 of 1

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

Operator Name	Farm Identifier	Recon Number
---------------	-----------------	--------------

Farms Associated with Operator:

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
193.54	40.03	40.03	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	40.03	0.0	0.0				

ARC/PLC

PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
CORN	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	34.4	112	0.0
Total Base Acres:	34.4		

Tract Number: 1723 Description: K5B S2 T8N R2W-BROOKVILLE
 FSA Physical Location: Franklin, IN ANSI Physical Location: Franklin, IN
 BIA Range Unit Number:
 HEL Status: HEL conservation system is being actively applied
 Wetland Status: Wetland determinations not complete
 WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
193.54	40.03	40.03	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	40.03	0.0	0.0		
Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction			
CORN	34.4	112	0.0			
Total Base Acres:	34.4					

Owners: JOHN J HEYOB TRUST
Other Producers:

FSA INFORMATION & MAP

FARM: 4349

Indiana
Franklin

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

Prepared: 3/2/20 11:35 AM
Crop Year: 2020
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.

Operator Name	Farm Identifier	Recon Number
	COMB OF FSN 3888, 3947 & 4348	2008 18047 61

Farms Associated with Operator:

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
70.42	40.35	40.35	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	40.35	0.0	0.0				

ARC/PLC

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

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	36.0	102	0.0
SOYBEANS	3.0	39	0.0
Total Base Acres:	39.0		

Tract Number: 10277 Description: COMB OF T9891,10274 & 9872

FSA Physical Location: Franklin, IN ANSI Physical Location: Franklin, IN

BIA Range Unit Number:

HEL Status: HEL conservation system is being actively applied

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
70.42	40.35	40.35	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	40.35	0.0	0.0		

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	36.0	102	0.0
SOYBEANS	3.0	39	0.0
Total Base Acres:	39.0		

Owners: JOHN J HEYOB TRUST

FSA INFORMATION & MAP

USDA Farm 4349 Tract 10277
 Administered by: Franklin County, Indiana

Map prepared on: 5/9/2019
 70.42 Tract acres
 40.35 Cropland acres
 0 CRP acres

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

Map prepared on: 5/9/2019
 70.42 Tract acres
 40.35 Cropland acres
 0 CRP acres

Wetland Determination Identifiers:
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions



Source: Suresix Corporation

CLU	Acres	HEL	LC	Contract	Prac	Yr	Cl
3	8.94	N	2				Y
6	11.71	N	2				Y
7	19.02	H	2				Y
9	0.68	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 & MAP

USDA Farm 717 Tract 1723
 Administered by: Franklin County, Indiana

Map prepared on: 5/9/2019
 193.54 Tract acres
 40.03 Cropland acres
 0 CRP acres

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

CRP
 CLU
 Wetland Determination Identifiers:
 Restricted Use
 Limited Restrictions
 Exempt from Conservation Compliance Provisions



Source: ©operation

CLU	Acres	HEL	LC	Contract	Prac	Yr	Cl
1	10.33	H	2				Y
2	2.03	N	2				Y
3	1.11	H	2				Y
4	2.12	H	2				Y
6	7.44	H	2				Y
7	17.0	H	2				Y
8	34.88	U	2				N
14	6.04	U	2				N
17	74.39	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 NACS.



**INDIANA AGENCY
DISCLOSURE FORMS**

DISCLOSURE FORMS

Property address (number and street, city, state, and ZIP code)

6241 HOLLAND RD. BROOKVILLE, IN 47012

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: <u>2</u> Years. <u>2018</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there present damage to the roof?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there more than one layer of shingles on the house?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, how many layers? <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain:			

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there any foundation problems with the structures?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any encroachments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the present use a non-conforming use? Explain:			
Is the access to your property via a private road?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via a public road?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the access to your property via an easement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there any structural problems with the building?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there any damage due to wind, flood, termites or rodents?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Have any structures been treated for wood destroying insects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Are the furnace/woodstove/chimney/flue all in working order?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Do you currently pay flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the property contain underground storage tank(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the homeowner a licensed real estate salesperson or broker?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there any threatened or existing litigation regarding the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the property located within one (1) mile of an airport?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages, if necessary)

• THERE IS A 500 GALLON BURIED TANK USED FOR HEATING OIL.

• OCCASIONAL WATER SEEPS THROUGH THE OLDER PORTION (1800'S CONSTRUCTION) OF THE HOUSE.

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>John J. Meyer-Truske</i>	Date (mm/dd/yy) <u>2-10-2020</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
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 (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



PHOTOS

PHOTOS



TRACTS 1-4



TRACT 4

PHOTOS



TRACTS 6 & 7



TRACT 7

PHOTOS



TRACT 5



TRACT 5

PHOTOS

