

Eastern Indiana

AUCTION

Wayne County

Near HAGERSTOWN & WILLIAMSBURG, IN

2
Farms!

328[±]
acres

offered in 5 Tracts

TUESDAY, SEPTEMBER 15

- Productive Soils with 295+ FT
- Abundant P

INFORMATION BOOKLET

317-747-0212

schraderauction.com



ONLINE BIDDING
AVAILABLE

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(S): Farm A: Ronald D. Hoover Trust, Ronald S. Hoover Trustee • Farm B: Ronald D. Hoover Estate and Joy E. Curless, Bob Bever, Attorney

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

TERMS & CONDITIONS

PROCEDURE: The property will be offered as 2 farms. FARM A: Tracts 1-3 cannot be combined with FARM B: Tracts 4-5. The property may be purchased in any combination of tracts 1, 2, & 3, or as a total 144± acre unit consisting of FARM A and any combination of Tracts 4 & 5 or as a total 184± acre unit consisting of FARM B. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer.

DOWN PAYMENT: 10% non-refundable down payment is due on the day of auction. The down payment may be made in the form of cashier's check, personal check, or corporate check. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: Each successful bidder must execute a purchase contract at the auction site immediately following the close of bidding. All final bid prices are subject to the Sellers' acceptance or rejection.

EVIDENCE OF TITLE: Seller will provide a

Preliminary Title Report for review prior to the auction.

DEED: Seller will provide a Trustee's and Warranty Deed as applicable.

CLOSING: The balance of the purchase price is due in cash at closing. The targeted closing period is on or before October 16, 2020.

POSSESSION: Delivery of possession will be at closing subject to the 2020 crop lease and the harvest of the 2020 crop.

REAL ESTATE TAXES: Seller to pay 1/2 of the 2020 taxes due in 2021 by giving the buyer a credit at closing.

PROPERTY INSPECTION: Prospective bidders are responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection dates have been scheduled and will be staffed with auction personnel. Prospective bidders may enter upon the property only at the advertised times on the scheduled inspection dates or by special appointment.

ACREAGE: All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on

current legal descriptions and/or aerial photos.

SURVEY: A new survey will be obtained only (i) where a new parcel is created, (ii) where a new survey is required in order to record the conveyance, or (iii) at Seller's election. Survey costs will be shared (50:50) by Seller and Buyer. Any survey will be sufficient for recording the conveyance but the type of survey shall otherwise be determined by Seller. Any survey of adjacent tracts purchased in combination will not show interior tract boundaries.

FSA INFORMATION: See Agent. **FARM A:** FSA Farm #819 w/ 125.38 FSA Cropland Acres. **FARM B:** FSA Farm #637 w/ 168.32 FSA Cropland Acres.

AGENCY: Schrader Real Estate & Auction Company, Inc. and their representatives are exclusive agents of the Seller.

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and any other marketing materials are subject to the terms and conditions of the purchase contract. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, express or implied, concerning the property

is made by the Seller, Auction Company or Cooperating Broker. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property prior to bidding. The information in this brochure is subject to independent verification by all parties relying on it. Seller, Auction Company and Cooperating Broker disclaim (i) any warranty of its accuracy and (ii) any liability for errors or omissions. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS.

STOCK PHOTOGRAPHY: Photos are for illustrative purposes only and are not of the auction property.

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION & AERIAL MAPS**
- **SOIL INFORMATION (Wetland, Topography Maps)**
- **PRELIMINARY TITLE**
- **FSA INFORMATION**
- **PHOTOS**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, SEPTEMBER 15, 2020

328 ACRES – HAGERSTOWN & WILLIAMSBURG, 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 Tuesday, September 8, 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
328± Acres • Wayne County, Indiana
Tuesday, September 15, 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 Tuesday, September 15, 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. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Tuesday, September 8, 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.

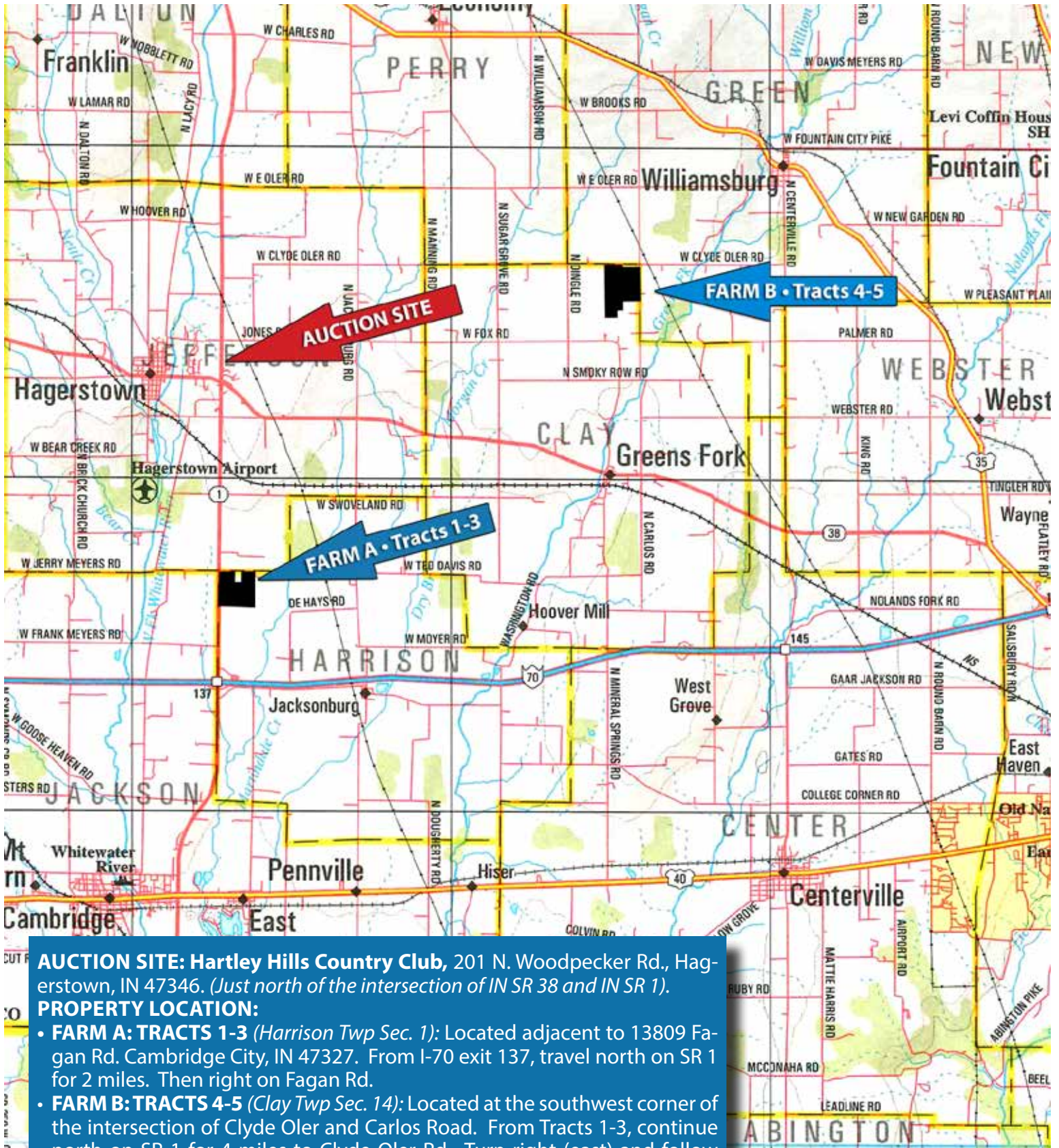
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 260-244-7606.

LOCATION & AERIAL TRACT MAPS

LOCATION MAP

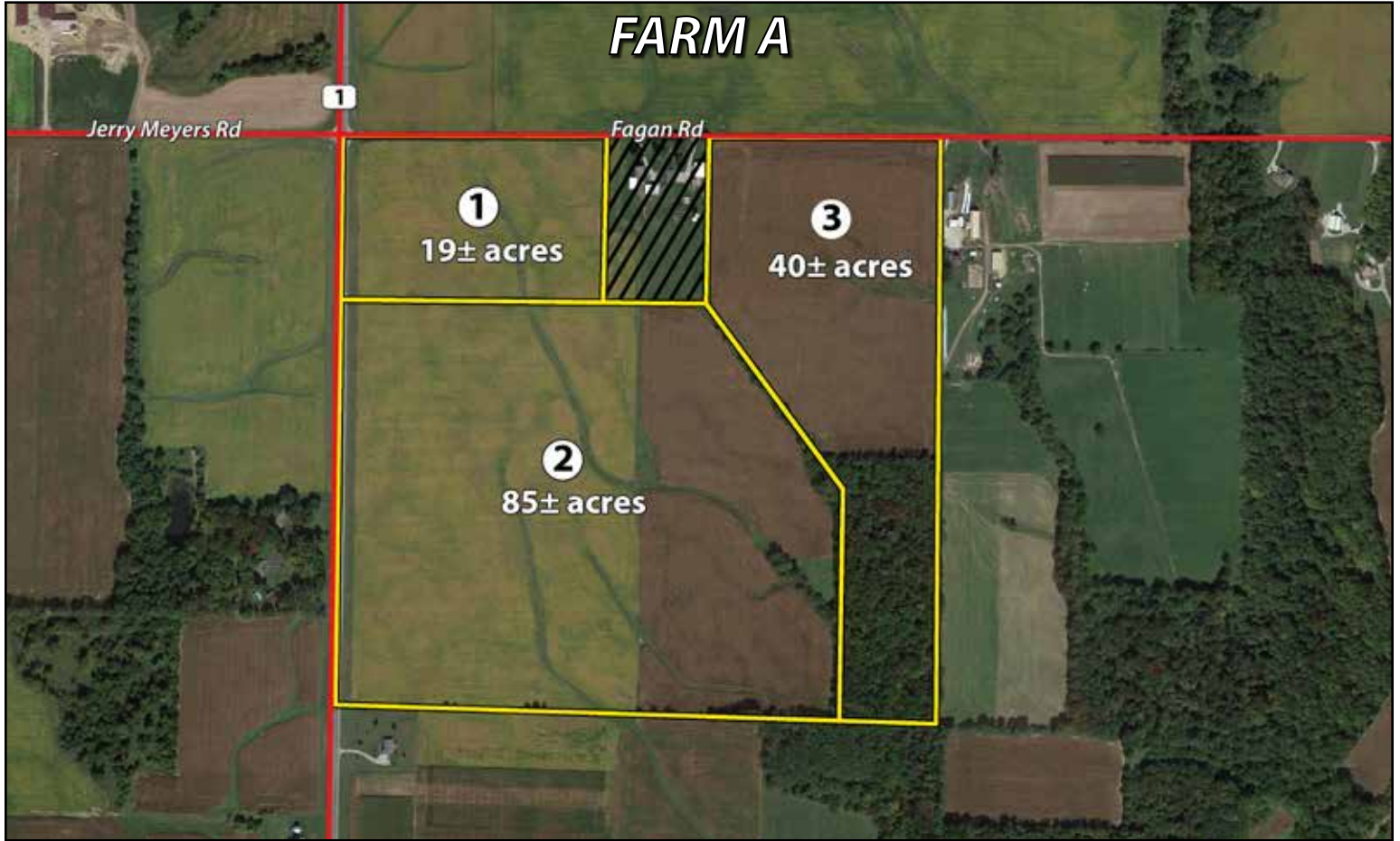


AUCTION SITE: Hartley Hills Country Club, 201 N. Woodpecker Rd., Hagerstown, IN 47346. (Just north of the intersection of IN SR 38 and IN SR 1).

PROPERTY LOCATION:

- **FARM A: TRACTS 1-3** (Harrison Twp Sec. 1): Located adjacent to 13809 Fagan Rd. Cambridge City, IN 47327. From I-70 exit 137, travel north on SR 1 for 2 miles. Then right on Fagan Rd.
- **FARM B: TRACTS 4-5** (Clay Twp Sec. 14): Located at the southwest corner of the intersection of Clyde Oler and Carlos Road. From Tracts 1-3, continue north on SR 1 for 4 miles to Clyde Oler Rd. Turn right (east) and follow Clyde Oler Rd. for 4 miles to the farm.

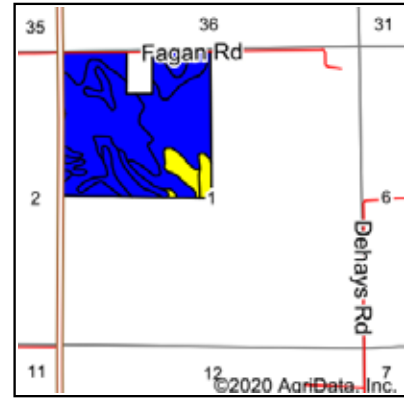
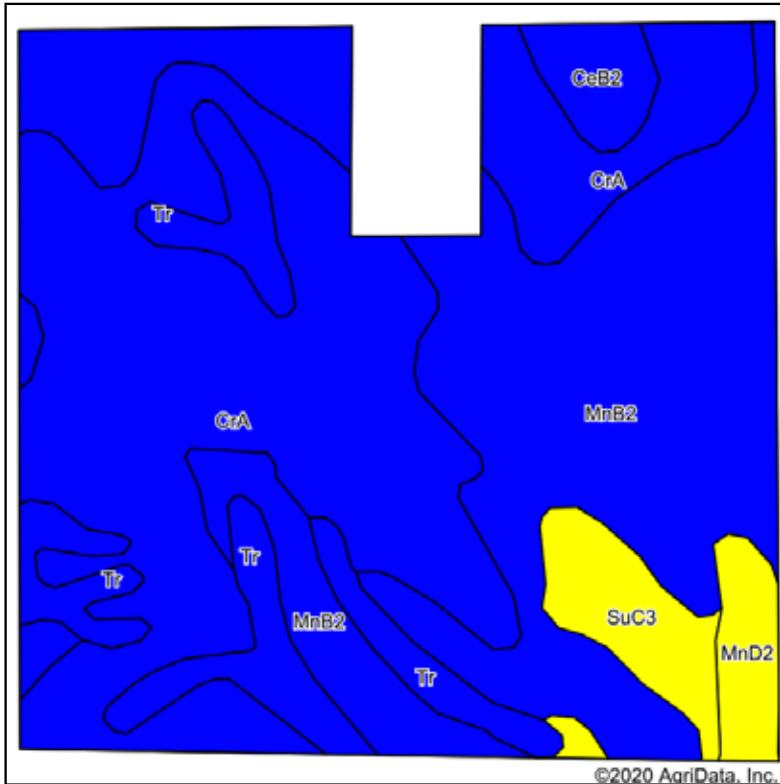
AERIAL MAP





SOIL INFORMATION

SOIL MAP - FARM A



State: **Indiana**
 County: **Wayne**
 Location: **1-16N-12E**
 Township: **Harrison**
 Acres: **144.75**
 Date: **8/18/2020**

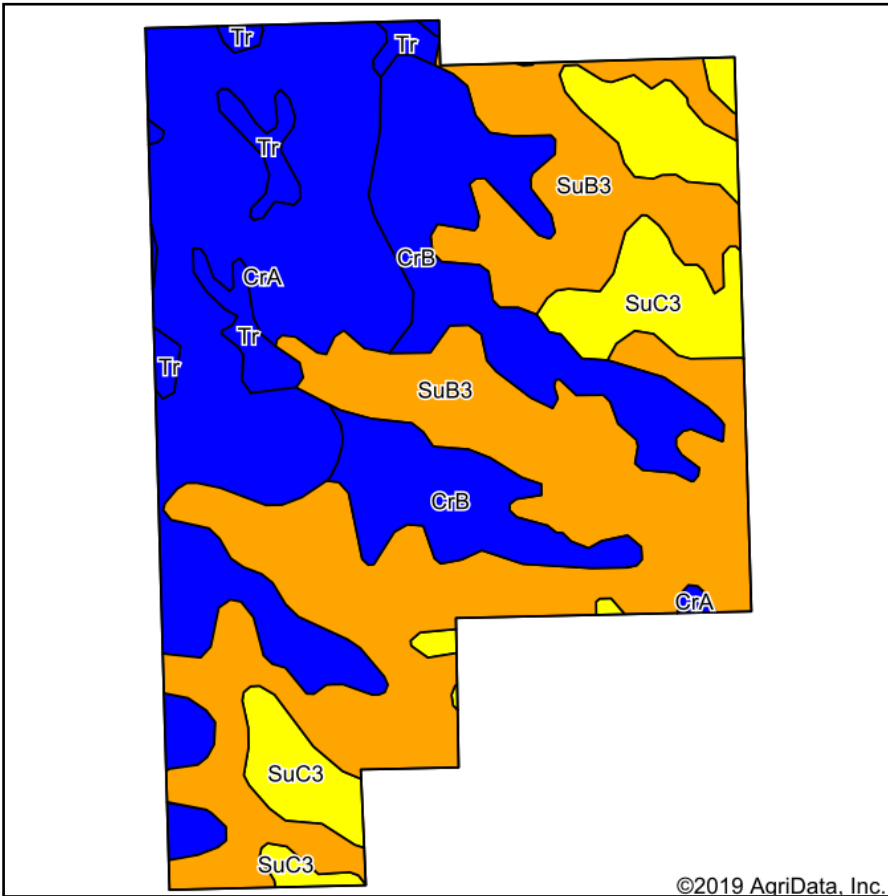


Soils data provided by USDA and NRCS.

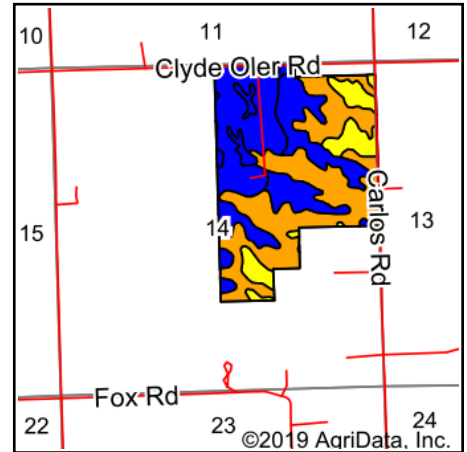
Area Symbol: IN177, Soil Area Version: 22														
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Oats	Orchardgrass alfalfa hay	Pasture	Soybeans	Tall fescue	Wheat	Winter wheat
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	60.09	41.5%		llw	123	5	59	3	1	41	6		49
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	57.39	39.6%		lle	142	5			9	49			63
Tr	Treaty silty clay loam, 0 to 1 percent slopes	14.04	9.7%		llw	181	6			12	64			61
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	6.24	4.3%		Ive	121	4			8	43			54
MnD2	Miami silt loam, well drained, 12 to 18 percent slopes, eroded	3.59	2.5%		Ive	112	4			8	38			56
CeB2	Celina silt loam, 2 to 6 percent slopes, eroded	3.40	2.3%		lle	125	4	67	5	8	40	6	43	52
Weighted Average						135.8	5	26.1	1.4	5.9	46.4	2.6	1	56.2

Soils data provided by USDA and NRCS.

SOIL MAP - FARM B



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wayne**
 Location: **14-17N-13E**
 Township: **Clay**
 Acres: **183.09**
 Date: **5/27/2020**



Maps Provided By:



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Area Symbol: IN177, Soil Area Version: 21													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Oats	Orchardgrass alfalfa hay	Pasture	Soybeans	Tall fescue	Winter wheat
SuB3	Strawn clay loam, 2 to 6 percent slopes, severely eroded	76.37	41.7%		Ille	131	5			9	45		40
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	50.31	27.5%		Ilw	123	5	59	3	1	41	6	49
CrB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	30.06	16.4%		Ilw	138	5			9	46		61
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	19.98	10.9%		Ive	121	4			8	43		54
Tr	Treaty silty clay loam, 0 to 1 percent slopes	6.37	3.5%		Ilw	181	6			12	64		61
Weighted Average						130.6	4.9	16.2	0.8	6.8	44.5	1.6	48.2

Soils data provided by USDA and NRCS.

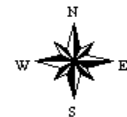
WETLANDS MAP - FARM A



State: **Indiana**
 Location: **1-16N-12E**
 County: **Wayne**
 Township: **Harrison**
 Date: **8/18/2020**



Maps Provided By:

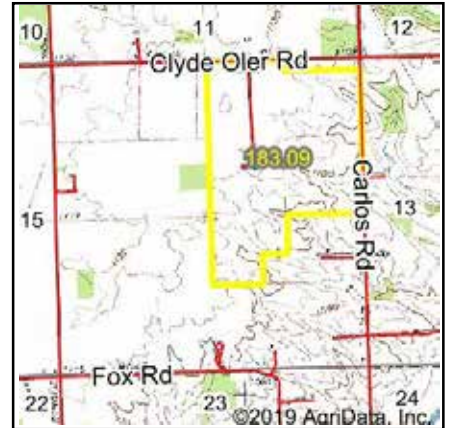
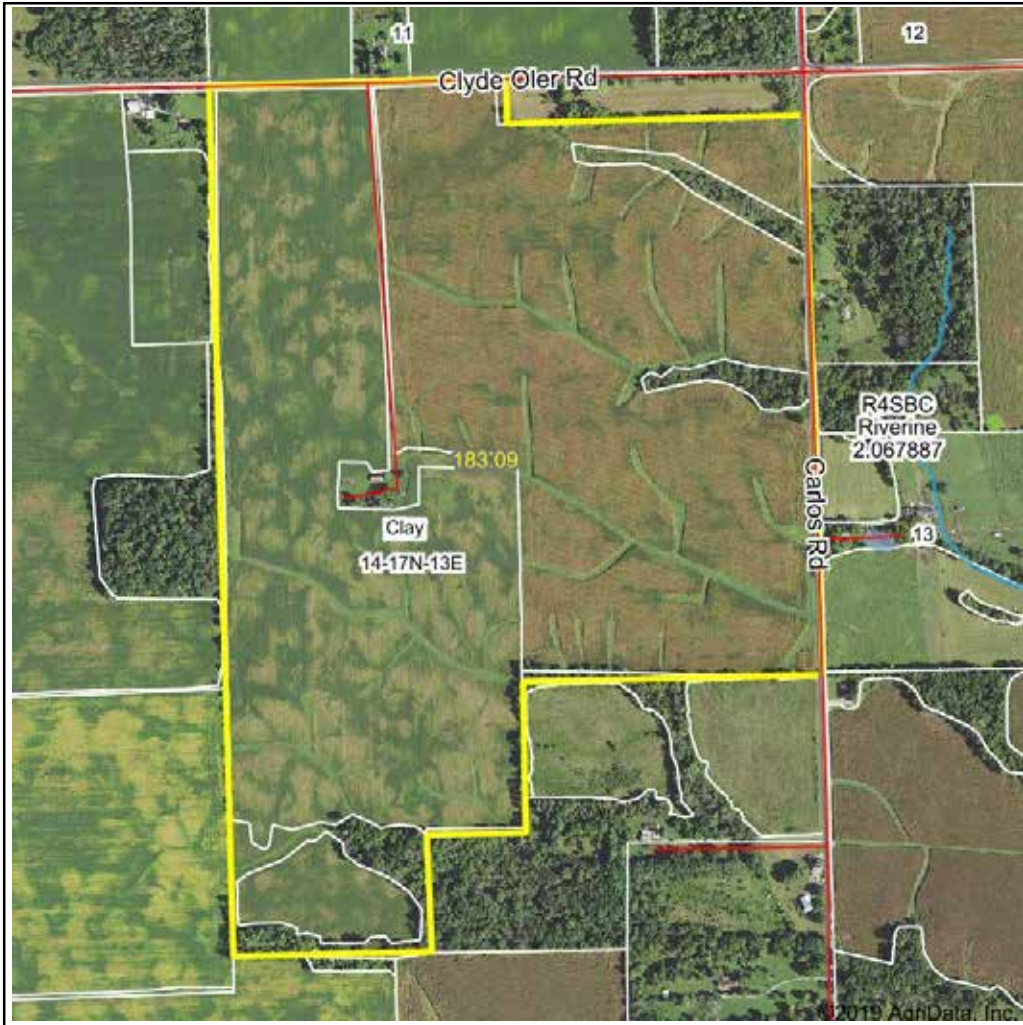


0ft 668ft 1335ft

Classification Code	Type	Acres
R4SBC	Riverine	0.10
Total Acres		0.10

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

WETLANDS MAP - FARM B



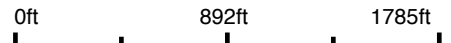
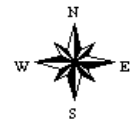
State: **Indiana**
 Location: **14-17N-13E**
 County: **Wayne**
 Township: **Clay**
 Date: **5/27/2020**



Maps Provided By:



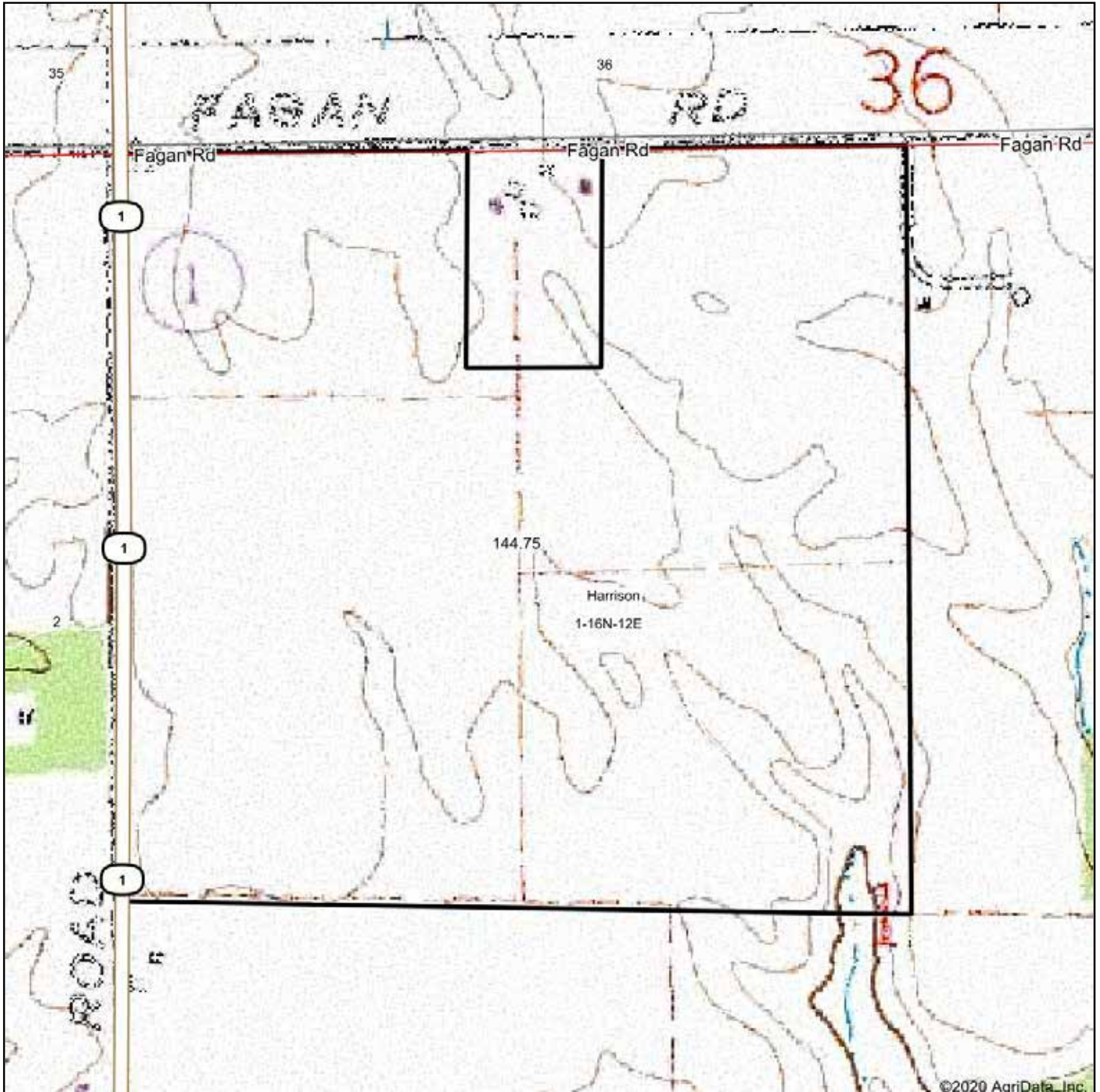
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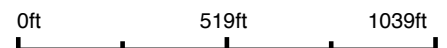
Classification Code	Type	Acres
		Total Acres 0.00

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

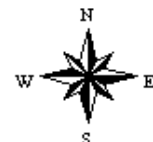
TOPOGRAPHY MAP - FARM A



map center: 39° 52' 13.3, -85° 8' 20.07



1-16N-12E
Wayne County
Indiana



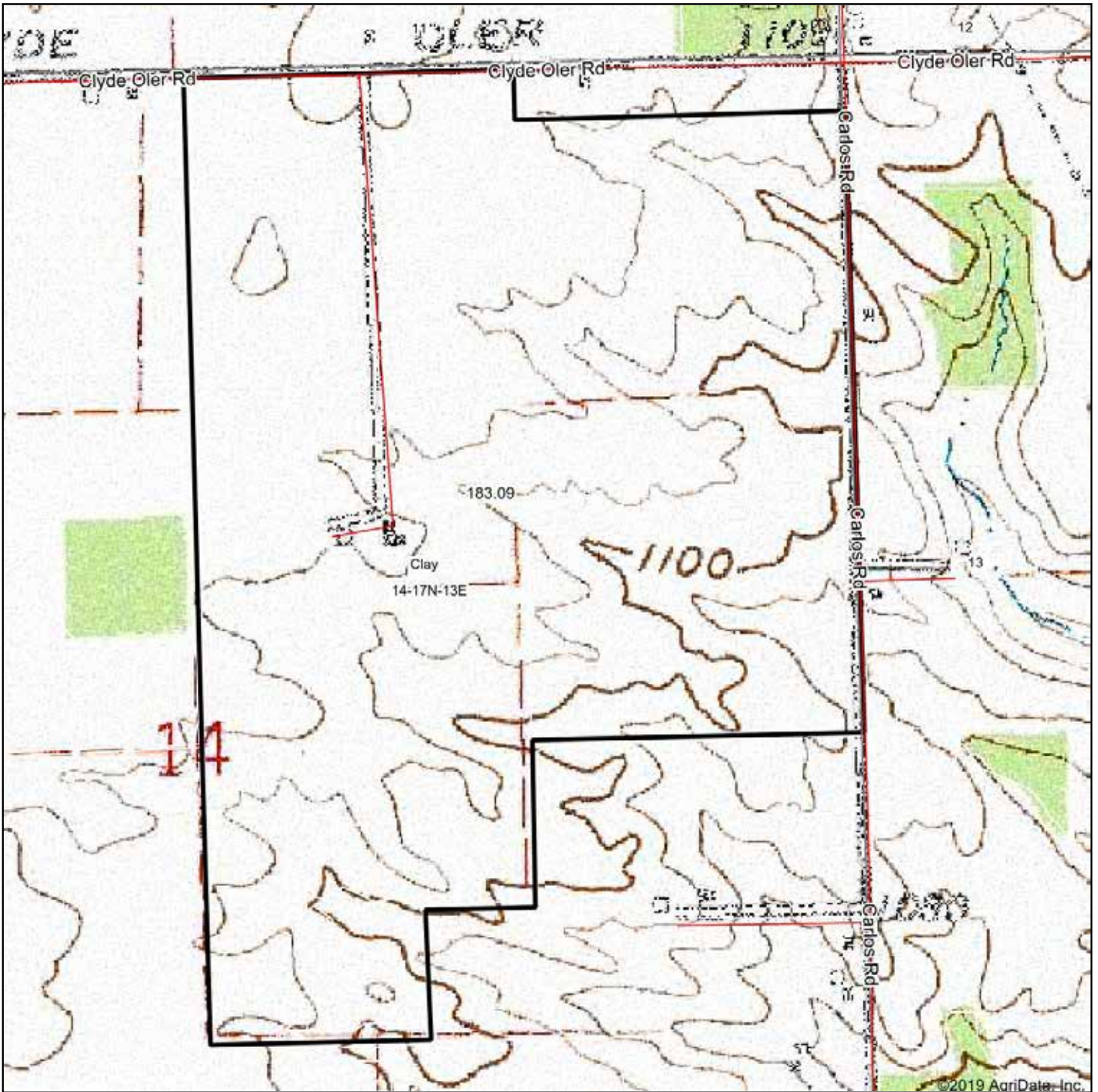
8/18/2020



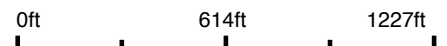
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Field borders provided by Farm Service Agency as of 5/21/2008.

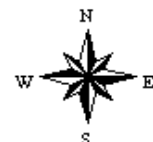
TOPOGRAPHY MAP - FARM B



map center: 39° 55' 37.75, -85° 2' 18.75



14-17N-13E
Wayne County
Indiana




5/27/2020





**PRELIMINARY
TITLE**

PRELIMINARY TITLE

 First American	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule A	

Transaction Identification Data for reference only:

Issuing Agent: **Abstracts of Richmond, Inc.**

Issuing Office: **25 North 8th Street
Richmond, IN 47374**

Issuing Office's ALTA® Registry ID:
Commitment No.: **2020-0569**

Loan ID No.:
Issuing Office File No.: **2020-0569**

SCHEDULE A

1. Commitment Date: **July 30, 2020 at 8:00 a.m.**
2. Policy to be issued:
 - (a) **ALTA® Owner's Policy**
Proposed Insured: **To Be Determined**
Proposed Policy Amount: **To Be Determined**
 - (b) **ALTA® Loan Policy**
Proposed Insured: **To Be Determined**

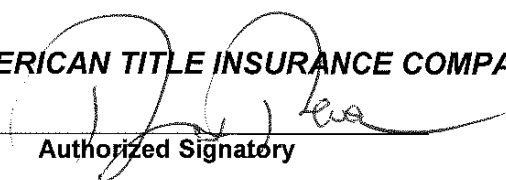
Proposed Policy Amount: **To Be Determined**
3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple** (Identify estate covered, i.e., fee, leasehold, etc.)
4. The Title is, at the Commitment Date, vested in:

Tracts I and II: Ronald D. Hoover and Joy Elaine Curless, tenants in common
Tract II: Ronald D. Hoover as Trustee of the "Revocable Living Trust of Ronald D. Hoover", dated the 13th day of August, 1998
5. The Land is described as follows:
(See Exhibit A attached)

Wayne County
Taxing Unit – Clay (Tracts I and II) and Harrison (Tract III)

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____



Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

 <i>First American</i>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI	

Commitment No.: 2020-0569

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. PERSONAL REPRESENTATIVE'S DEED (Tracts I and II)
An undivided one-half (1/2) interest
FROM: **Ronald S. Hoover, Personal Representative of the Estate of Ronald Dean Hoover, a/k/a Ronald D. Hoover**
TO: **To Be Determined**
2. DEED (Tracts I and II)
An undivided one-half (1/2) interest
FROM: **Joy Elaine Curless**
TO: **To Be Determined**
3. TRUSTEE'S DEED (Tract III)
FROM: **Ronald S. Hoover, Successor Trustee of the Revocable Living Trust of Ronald D. Hoover, dated the 13th day of August, 1998**
TO: **To Be Determined**
4. MORTGAGE:
FROM: **To Be Determined**
TO: **To Be Determined**
5. 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.
6. Pay the agreed amount for the estate or interest to be insured.
7. Pay the premiums, fees, and charges for the Policy to the Company.
8. 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.
9. 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.
10. 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.
11. 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).
12. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE


13. 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.
14. 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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

 <i>First American</i>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BI (Cont.)	

Commitment No.: 2020-0569

SCHEDULE B, PART I (Continued)

Requirements (Continued)

15. 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.
16. 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.
- **Note** Indiana Code 32-21-2-3(a) was changed effective 7/1/2020 to require the addition of a notarized proof in addition to a notarized acknowledgement. Therefore, effective July 1, 2020, any instrument that requires a notarized acknowledgement must now also include a notarized proof by an independent witness. If the Company is presented with instruments that do not comply with IC 32-21-2-3(a), the following exception will be added to Schedule B of the policy: "Any defect, lien, encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a)."**
17. Determination of whether the Estate of Ronald D. Hoover, Cause No. 89D01-2005-ES-000015 has proper authority to sell and transfer real estate. Please provide our office with one of the following as evidence of the Personal Representative to sell the above-described real estate:
- a) Copy of order to sell real estate; or
 - b) Copy of decedent's Last Will and Testament admitted to probate, showing the Personal Representative's authority to sell real estate without court order; or
 - c) Copy of Order appointing Personal Representative and Authorizing Unsupervised Administration.

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PRELIMINARY TITLE


18. Personal Representative's Deed to contain a recital stating that Ronald D. Hoover is one and the same person as Ronald Dean Hoover, who acquired a one-half interest (1/2) to the above-described Tracts I and II by Co-Personal Representative's Deed of conveyance, dated and acknowledged June 16, 2013 and recorded June 27, 2013 at Document No. 2013005779 in the office of the Recorder of Wayne County, Indiana.
19. Trustee's Deed to contain satisfactory evidence of the death of Ronald D. Hoover, and that upon his death Ronald S. Hoover became the sole Successor Trustee of the Trust.
20. Provide the company with a certification of trust prepared in accordance with the provisions of Indiana Code 30-4-4-5 that addresses the authority of the successor trustee to execute the documents herein required to affect the insured transaction.

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PRELIMINARY TITLE

 <i>First American</i>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Schedule BII	

Commitment No.: 2020-0569

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.

1. 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:
 - a) 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.
 - b) Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
 - c) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an accurate land survey of the Land or by making inquiry of persons in possession of the Land.
 - d) Easements, liens or encumbrances or claims thereof, which are not shown by the Public Records.
 - e) Any lien, or right to a lien for services, labor or material imposed by law and not shown by the Public Records.
 - f) Taxes or special assessments which are not shown as existing liens by the Public Records.

2. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 10 and November 10, 2020

Assessed in the name of: Ronald Dean Hoover and Joy Elaine Curless, Tenants in Common

Parcel No.: 005-00183-01 and 005-00183-00 (Tract I & II)

Taxing Unit and Code: Clay

Land: 32,300 and 194,600

Improvements: None and 3,000

Exemptions: None

May installment of \$ 323.00, Paid and \$ 1,977.87, Paid

November installment of \$ 323.00, Unpaid and \$ 1,977.87, Unpaid

3. Real estate taxes assessed for the year 2019 are a lien and are due in two installments payable May 10 and November 10, 2020

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PRELIMINARY TITLE

Assessed in the name of: Ronald D. Hoover as Trustee of the "Revocable Living Trust of Ronald D. Hoover", dated the 13th day of August, 1998

Parcel No.: (Tract III)

Taxing Unit and Code: Harrison

Land: 217,200

Improvements: 110,900

Exemptions: H 42,960, Sup 10,024, Heritage Barn 10,400

May installment of \$2,666.02, Paid

November installment of \$2,666.02, Unpaid

4. Real estate taxes assessed for the year 2020 are a lien but are not yet due and payable.
5. The acreage indicated in the legal description is solely for the purpose of identifying said tract and should not be construed as insuring the quantity of land.
6. Right of way for drainage tiles, ditches, feeders and laterals, if any.
7. Any defect, lien encumbrance, adverse claim, or other matter resulting from the failure of the instrument(s) vesting title or creating the interest insured to comply with IC 32-21-2-3(a).
8. Right-of-way of Carlos Road and Clyde Oler Road as shown on the map in the office of the Auditor of Wayne County, Indiana. (Tracts I and II)
9. Right-of-way of Fagan Road as shown on the map in the office of the Auditor of Wayne County, Indiana. (Tract III)
10. Gas Line Easement to Indiana Gas Company, Inc., dated and acknowledged August 19, 2008 and recorded August 19, 2008 at Document No. 2009008841 in the office of the Recorder of Wayne County, Indiana. (Tract III)

OWNER'S POLICY:

1. We have made a judgment search on **To Be Determined**, and found the following: To Be Determined.
2. Mortgage from To Be Determined to **To Be Determined**.

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PRELIMINARY TITLE

EXHIBIT A

Tract I:

**Carlos Road, Greens Fork, IN 47345 (30 Acres)
Map No. 18-14-000-409.000-05
State Parcel No. 89-06-14-000-409.000-008**

A part of the north half of the Southeast Quarter of Section Fourteen (14), Township Seventeen (17) North, Range Thirteen (13) East, beginning at the northwest corner of said north half; thence east eighty (80) rods; thence south forty (40) rods; thence west twenty-six and two-thirds (26-2/3) rods; thence South thirty (30) rods; thence west fifty-three and one-third (53-1/3) rods; thence north seventy (70) rods to the place of beginning, containing thirty (30) acres, more or less.

Tract II:

**Clyde Oler Road, Williamsburg, IN 47373 (154.08 Acres)
Map 18-14-000-204.000-05
State Parcel No. 89-06-14-000-204.000-008**

The west half of the Northeast Quarter of Section Fourteen (14), Township Seventeen (17) North, Range Thirteen (13), East, containing eighty (80) acres, more or less.

ALSO, a part of the east half of the Northeast Quarter of Section Fourteen (14) Township Seventeen (17) North, Range Thirteen (13) East, commencing twelve (12) rods south of the northeast corner of said Quarter, running thence West eighty (80) rods; thence South eighty (80) rods; thence east eighty (80) rods; thence North eighty (80) rods to the place of beginning, containing forty (40) acres, more or less.

ALSO, part of the Northeast Quarter of Section Fourteen (14), Township Seventeen (17) North, Range Thirteen (13) East, beginning at the southeast corner of said Quarter Section; thence West eighty (80) rods; thence North sixty-eight (68) rods; thence East eighty (80) rods; thence South sixty-eight (68) rods to the place of beginning, containing thirty-four (34) acres, more or less.

PRELIMINARY TITLE


Tract III:

**13809 Fagan Road, Cambridge City, IN 47327
Map No. 27-01-000-101.000-09
State Parcel No. 89-08-01-000-101.000-014**

The Northwest Quarter (NW ¼) of Section 1, Township 16, Range 12 East, of the Second Principal Meridian, containing 156 acres, more or less, EXCEPTING THEREFROM: A part of the Northwest Quarter of Section 1, Township 16 North, Range 12 East, Wayne County, Indiana, described as follows: Beginning on the South Boundary of Fagan Road a distance of 115.00 feet Easterly (along the North line of said Quarter Section) and 22.00 feet Southerly (parallel with the West line of said Quarter Section) from the Northwest corner of said Quarter Section; thence South 45 degrees 19 minutes 54 seconds West 71.07 feet; thence South 0 degrees 37 minutes 00 seconds West 571.70 feet; thence Southerly 1,426.08 feet along an arc to the right and having a radius of 86,008.67 feet and subtended by a long chord having a bearing of South 1 degree 05 minutes 30 seconds West and a length of 1,426.06 feet; thence South 1 degree 34 minutes 00 seconds West 420.80 feet to the South line of the owner's property; thence North 88 degrees 26 minutes 00 seconds West 61.00 feet along said south line to the East boundary of Woodpecker Road; thence Northerly 2,468.17 feet along said East boundary to the South Boundary of Fagan Road; thence South 89 degrees 23 minutes 00 seconds east 98.00 feet along the South Boundary of Fagan Road to the point of beginning and containing in said exception 3.238 acres, more or less. Containing after said exception 152.76 acres, more less."

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

PRELIMINARY TITLE

 <i>First American</i>	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By
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.

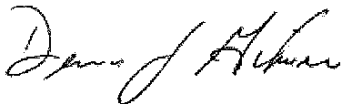
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

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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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.

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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>.

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FSA INFORMATION

FSA INFORMATION - FARM A

FARM: 819

Indiana
Wayne

U.S. Department of Agriculture
Farm Service Agency

Prepared: 8/4/20 2:56 PM
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
STUART, JON W

Farm Identifier

Farms Associated with Operator:

637, 701, 972, 1276, 2324, 3435, 3437, 4374, 4407, 4433, 4434, 4785, 5087, 5127, 5478, 5512, 5515, 5686, 5688

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
150.06	127.38	127.38	0.0	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	127.38	0.0	0.0					

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

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
CORN	61.39	133	0.0	
SOYBEANS	61.61	41	0.0	0
Total Base Acres:	123.0			

Tract Number: 401 **Description:** C6/C SEC1 TWP16N R12E
FSA Physical Location : Wayne, IN **ANSI Physical Location:** Wayne, 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
150.06	127.38	127.38	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	127.38	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	61.39	133	0.0
SOYBEANS	61.61	41	0.0
Total Base Acres:	123.0		

Owners: HOOVER, RONALD D

FSA INFORMATION - FARM A

Indiana

Wayne

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 819

Prepared: 8/4/20 2:56 PM

Crop Year: 2020

Page: 2 of 2

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

Other Producers: STUART, KENNETH W

FSA INFORMATION - FARM B

FARM: 637

Indiana
Wayne

U.S. Department of Agriculture
Farm Service Agency

Prepared: 8/4/20 2:55 PM
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
STUART, JON W

Farm Identifier

Farms Associated with Operator:

701, 819, 972, 1276, 2324, 3435, 3437, 4374, 4407, 4433, 4434, 4785, 5087, 5127, 5478, 5512, 5515, 5686, 5688

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
179.48	168.32	168.32	0.0	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	168.32	0.0	0.0					

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

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	1.7	49	0.0	
CORN	81.0	125	0.0	
SOYBEANS	72.5	43	0.0	0
Total Base Acres:	155.2			

Tract Number: 718 **Description:** F4/SE SEC14 TWP17N R13E

FSA Physical Location : Wayne, IN **ANSI Physical Location:** Wayne, 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
179.48	168.32	168.32	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	168.32	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	1.7	49	0.0
CORN	81.0	125	0.0
SOYBEANS	72.5	43	0.0

FSA INFORMATION - FARM B

Indiana
Wayne

Report ID: FSA-156EZ

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

FARM: 637
Prepared: 8/4/20 2:55 PM
Crop Year: 2020
Page: 2 of 2

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

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
Total Base Acres:	155.2		

Owners: HOOVER, RONALD D

CURLESS, JOY

Other Producers: STUART, KENNETH W



PHOTOS

PHOTOS



FARM A



FARM A

PHOTOS



PHOTOS



PHOTOS



FARM B



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

