

**LAND AUCTION**

Wednesday, April 7 • 1pm

**INFORMATION BOOKLET**

- Productive Tillable Acres
- Excellent Farmland
- 2021 Farming Rights
- Well Drained Farms
- Great Location



*Delaware County  
Muncie, Indiana*

**130<sup>±</sup>**  
*acres*

Offered in 2 Tracts or Combinations

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

800.451.2709 • [www.SchraderAuction.com](http://www.SchraderAuction.com)

## DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

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: The Estate of Arleen Zumbrun



**SCHRADER REAL ESTATE & AUCTION CO., INC.**  
950 N. Liberty Dr., Columbia City, IN 46725  
**260-244-7606 or 800-451-2709**  
**SchraderAuction.com**

### **AUCTION TERMS & CONDITIONS:**

**PROCEDURE:** The property will be offered in 2 individual tracts and as a total 130± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. The auction will be offered in individual tracts, combinations of tracts, and as a whole.

**DOWN PAYMENT:** 10% down payment on the day of auction for individual tracts or combinations of tracts. 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:** All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

**EVIDENCE OF TITLE:** Seller shall provide an owner's title insurance policy in the amount of the purchase price.

**DEED:** Seller shall provide Personal Representative's Deed(s).

**CLOSING:** The targeted closing date will be approximately 30 days after the auction.

**POSSESSION:** Possession is at closing. Immediate possession for farming purposes is available with an additional 10% down payment.

**REAL ESTATE TAXES:** Real estate taxes will be the responsibility of the Buyer(s) beginning with taxes due in 2022 and thereafter.

**PROPERTY INSPECTION:** Each potential Bidder is 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. Further, Seller disclaims any and all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

**ACREAGE:** All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos.

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance.

Combination purchases will receive a perimeter survey only.

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

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. 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. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. 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 MADE.**

# BOOKLET INDEX

- **BIDDER REGISTRATION FORMS**
- **LOCATION & TRACT MAPS**
- **MAPS**
- **TILE & DRAIN INFORMATION**
- **COUNTY PARCEL REPORTS**
- **FSA INFORMATION**
- **PRELIMINARY TITLE**
- **PHOTOS**



# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**WEDNESDAY, APRIL 7, 2021  
130 ACRES – MUNCIE, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,  
Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Wednesday, March 31, 2021.  
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**  
**130± Acres • Delaware County, Indiana**  
**Wednesday, April 7, 2021**

This form and deposit are only required if you cannot attend the auction and wish to bid remotely through our online bidding system.

This registration form is for the auction listed above only. The person signing this form is personally responsible for any bids placed on the auction site, whether bidding on behalf of their personal account or on behalf of a corporation or other third party. If you are bidding on behalf of a third party, you are responsible for obtaining the necessary documentation authorizing you to bid on behalf of the third party. Schrader Real Estate and Auction Co., Inc. will look to the herein registered bidder for performance on any bid placed on this auction if you are the successful high bidder.

As the registered bidder, I hereby agree to the following statements:

1. My name and physical address is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, April 7, 2021 at 1:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website ([www.schraderauction.com](http://www.schraderauction.com)) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.  
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725  
Phone 260-244-7606; Fax 260-244-4431; email: [auctions@schraderauction.com](mailto:auctions@schraderauction.com)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, March 31, 2021**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@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 and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:**

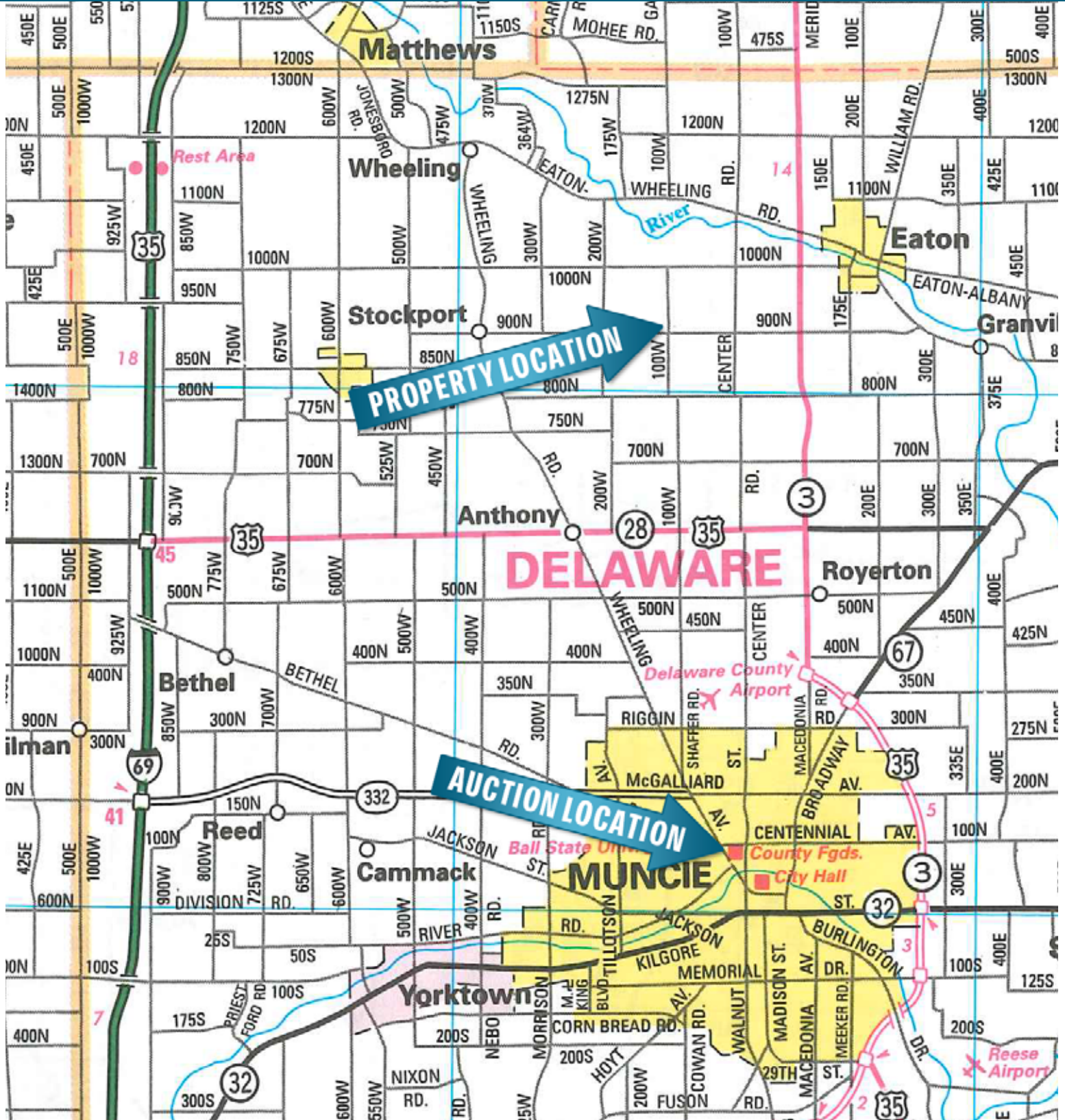
E-mail address of registered bidder: \_\_\_\_\_

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 & TRACT MAPS**

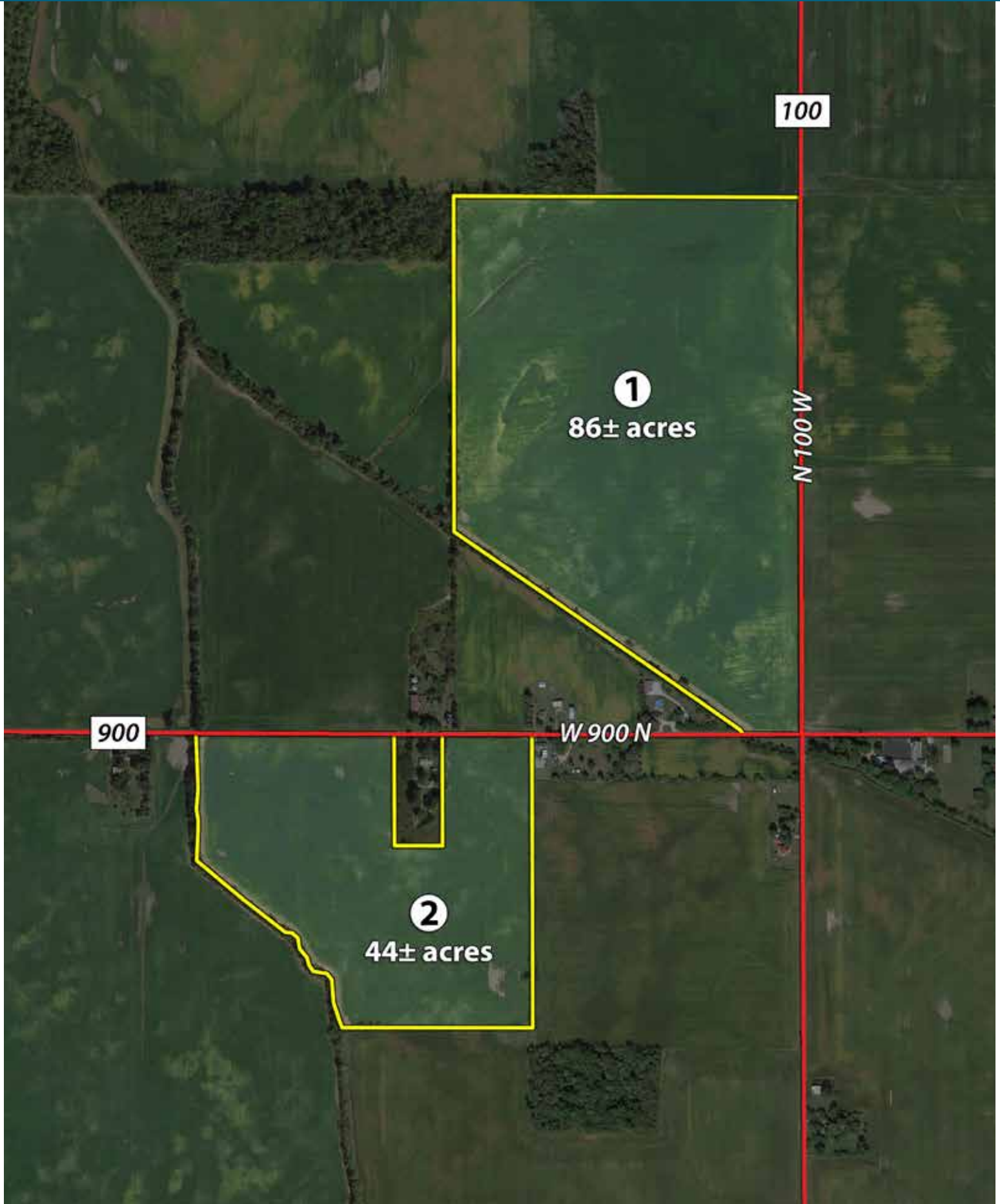
# LOCATION & TRACT MAPS



**Property Location:** From the intersection of SR3 & SR28 north of Muncie, take SR3 3 miles North to CR 900 N then west 2 miles to Tract 1. Continue ¼ mile West to Tract 2.

**Auction Location:** Delaware County Fairgrounds, Heartland Hall Building • 1210 N Wheeling Ave, Muncie, IN (Between downtown Muncie and McGalliard Rd along Wheeling Ave)

# LOCATION & TRACT MAPS

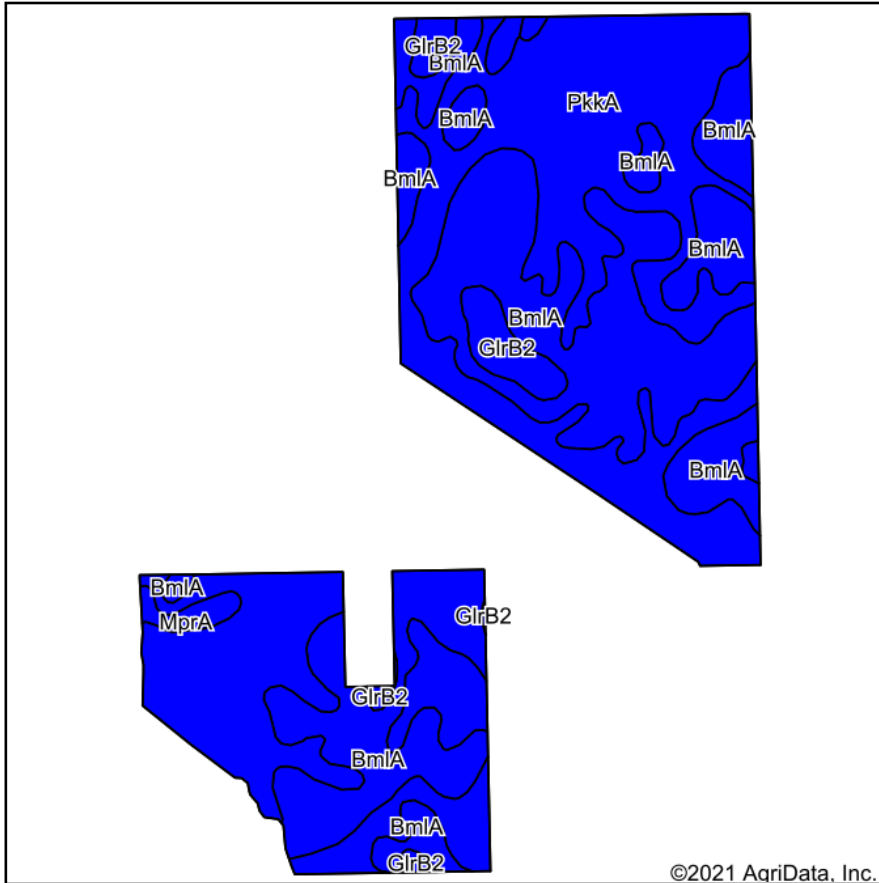




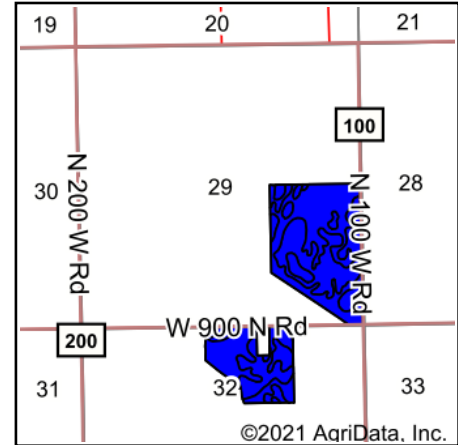
# MAPS

# SURETY SOILS MAP

## Soils Map



Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **Delaware**  
 Location: **29-22N-10E**  
 Township: **Union**  
 Acres: **130.15**  
 Date: **2/26/2021**



Maps Provided By



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www.AgriDataInc.com



Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn	Grass legume hay	Grass legume pasture	Pasture	Soybeans	Winter wheat
PkkA	Pewamo silty clay loam, 0 to 1 percent slopes	65.89	50.6%		Ilw	157	5	11		47	64
BmlA	Blount-Del Rey silt loams, 0 to 1 percent slopes	57.64	44.3%		Ilw	141	5		9	46	63
GlrB2	Glynwood silt loam, 1 to 4 percent slopes, eroded	4.63	3.6%		Ile	129	4	8		44	57
MprA	Milford silty clay loam, till substratum, 0 to 1 percent slopes	1.99	1.5%		Ilw	157	5		11	43	63
<b>Weighted Average</b>						<b>148.9</b>	<b>5</b>	<b>5.9</b>	<b>4.2</b>	<b>46.4</b>	<b>63.3</b>

Soils data provided by USDA and NRCS.

# TOPOGRAPHY MAP

## Topography Contours



Source: USGS 10 meter dem

Interval(ft): 3.0

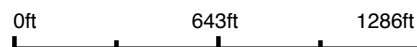
Min: 885.7

Max: 900.0

Range: 14.3

Average: 892.8

Standard Deviation: 2.99 ft



2/26/2021

29-22N-10E  
Delaware County  
Indiana

Map Center: 40° 19' 20.51, -85° 24' 45.75

# WETLANDS MAP

## Wetlands Map



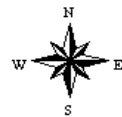
State: **Indiana**  
 Location: **29-22N-10E**  
 County: **Delaware**  
 Township: **Union**  
 Date: **2/26/2021**



Maps Provided By



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0ft 979ft 1958ft

Classification Code	Type	Acres
R4SBC	Riverine	0.44
PFO1A	Freshwater Forested/Shrub Wetland	0.03
PFO1Ax	Freshwater Forested/Shrub Wetland	0.00
Total Acres		0.47

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



# **TILE & DRAIN INFORMATION**

# TILE & DRAIN INFORMATION

## ***Tile Information***

*Ditch Depreciation - Delaware Co. FARMS*

Fisher Farm - 83.6 acres    *Sec. 29    Union Twp*

2300' - 10" - \$4715.

17,560' - 6" - \$13,170.

35,120' - 5" - \$21,072.

total - \$38,957.

Kirkwood Farm - 43.7 acres    *Sec. 32    Union Twp.*

1320' - 10" - \$2706.

8680' - 6" - \$6510.

17,360' - 5" - \$10,416.

total - \$19,632.

Current tile values are listed by size, per foot. They represent 1/2 of new price.

10" - \$2.05

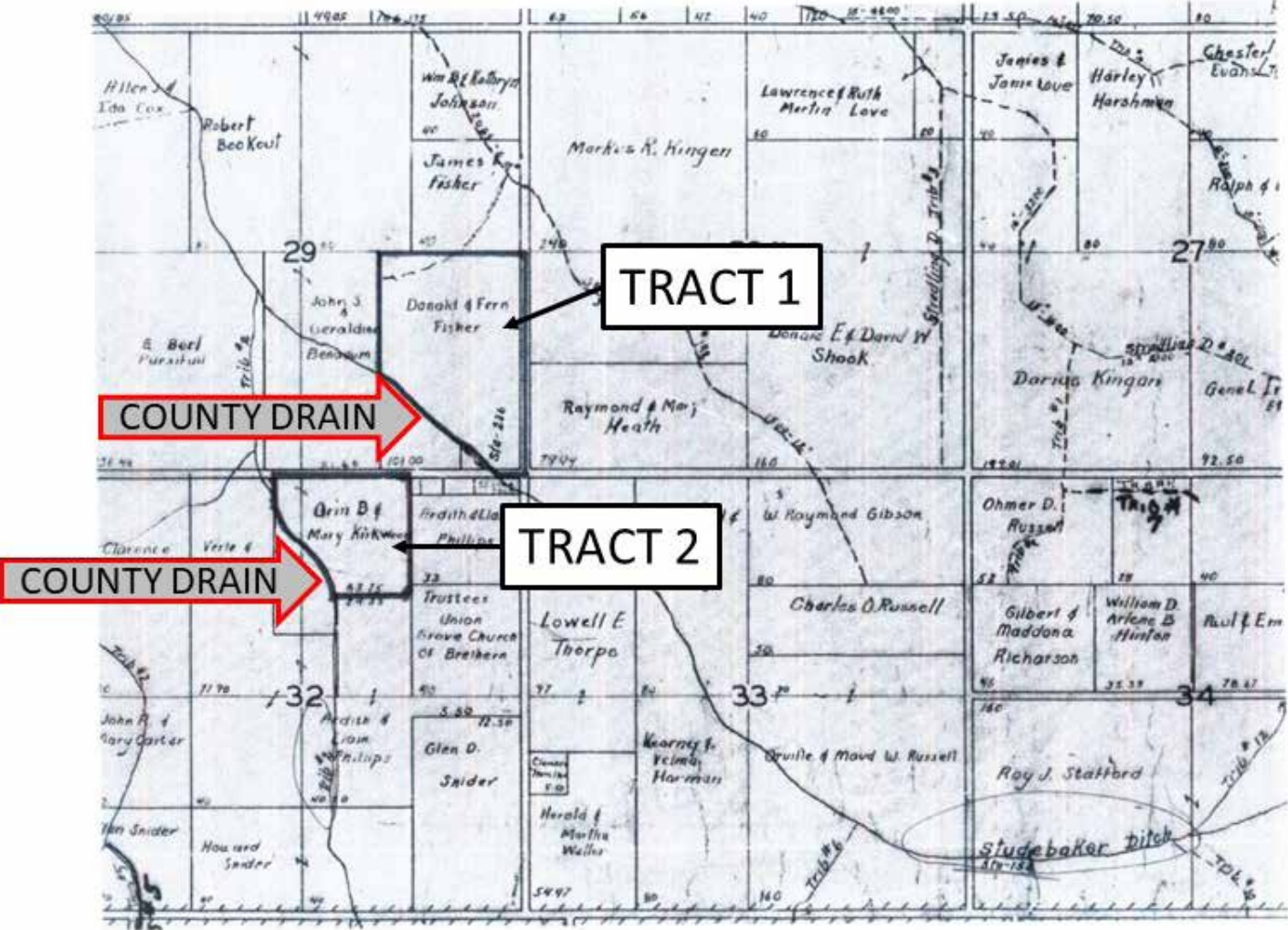
6" - \$.75

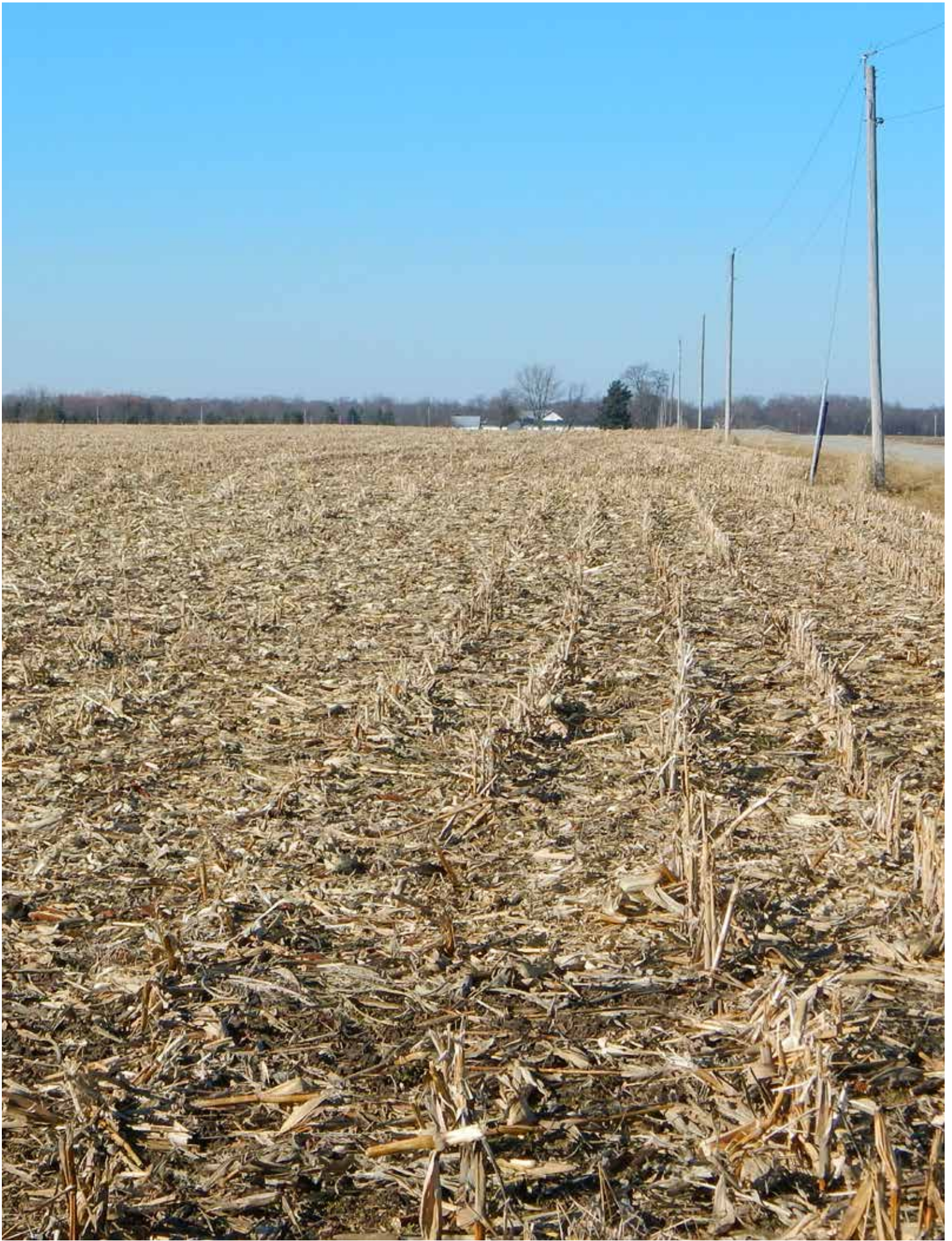
5" - \$.60

# TILE & DRAIN INFORMATION

## Legal Drain Map

DELAWARE COUNTY DRAINAGE MAP





# **COUNTY PARCEL REPORTS**

# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0329400002000

https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...



## Summary

Parcel ID 0329400002000  
 Alternate ID 18-03-29-400-002.000-022  
 Property Address VACANT LAND N CR 100 W  
 MUNCIE, IN 47303  
 Brief Tax Description MID PT SE QTR 37.0000Acres STR: 292210 IN: OUT:  
 (Note: Not to be used on legal documents)  
 Class 100: Vacant Land

## Owner

[ZUMBRUN CHARLES B & ARLEEN](#)  
 OAK POINTE # 206  
 413 N WOLFE RD  
 COLUMBIA CITY, IN 46725

## Taxing District

County: Delaware  
 Township: UNION TOWNSHIP  
 State District 022 UNION  
 Local District: 022  
 School Corp: DELAWARE COMMUNITY  
 Neighborhood: 300022-022 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE/

## Site Description

Topography: Flat  
 Public Utilities: Electricity, Water  
 Street or Road: Paved  
 Area Quality: Static  
 Parcel Acreage: 37

## Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	BIA	0	0	4.5800	\$1,280.00	\$1,139.00	\$5,216.62	\$0.00	\$5,220.00
TILLABLE LAND	BIB	0	0	2.6000	\$1,280.00	\$1,139.00	\$2,961.40	\$0.00	\$2,960.00
LEGAL DITCH	DITC	0	0	3.4400	\$1,280.00	\$1,280.00	\$4,403.20	(\$100.00)	\$0.00
TILLABLE LAND	FSB	0	0	2.6000	\$1,280.00	\$986.00	\$2,563.60	\$0.00	\$2,560.00
TILLABLE LAND	GP	0	0	1.3000	\$1,280.00	\$640.00	\$832.00	\$0.00	\$830.00
TILLABLE LAND	MUB2	0	0	2.6000	\$1,280.00	\$986.00	\$2,563.60	\$0.00	\$2,560.00
TILLABLE LAND	PE	0	0	16.9000	\$1,280.00	\$1,421.00	\$24,014.90	\$0.00	\$24,010.00
WOODLAND	PE	0	0	2.6000	\$1,280.00	\$1,421.00	\$3,694.60	(\$80.00)	\$740.00
PUBLIC ROAD/ROW	ROAD	0	0	0.3800	\$1,280.00	\$1,280.00	\$486.40	(\$100.00)	\$0.00

## Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
5/17/2013	ZUMBRUN CHARLES B & ARLEEN	025036	2013R0/7074	\$0.00
3/1/2009	ZUMBRUN CHARLES B			\$0.00

## Valuation

Assessment Year	2020	2019	2018	2017	2016
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	3/25/2020	3/21/2019	4/16/2018	5/5/2017	5/12/2016
Land	\$38,900	\$47,400	\$48,700	\$55,900	\$59,200
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$38,900	\$47,400	\$48,700	\$55,900	\$59,200
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$38,900</b>	<b>\$47,400</b>	<b>\$48,700</b>	<b>\$55,900</b>	<b>\$59,200</b>
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$38,900	\$47,400	\$48,700	\$55,900	\$59,200
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0329400002000

<https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...>

## Historic Districts

Historical District                      none

[Click here for more information](#)

**No data available for the following modules:** Residential Dwellings, Commercial Buildings, Improvements, Sales Disclosures, Sketch.

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[Version 2.3.108](#)

# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0329400003000

https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...



## Summary

Parcel ID 0329400003000  
 Alternate ID 18-03-29-400-003.000-022  
 Property Address VACANT LAND N CR 100 W  
 MUNCIE, IN 47303  
 Brief Tax Description MID PT E HLF SE QTR 23.1500Acres STR: 292210 IN: OUT:  
 (Note: Not to be used on legal documents)  
 Class 100: Vacant Land

## Owner

[ZUMBRUN CHARLES B & ARLEEN](#)  
 OAK POINTE # 206  
 413 N WOLFE RD  
 COLUMBIA CITY, IN 46725

## Taxing District

County: Delaware  
 Township: UNION TOWNSHIP  
 State District 022 UNION  
 Local District: 022  
 School Corp: DELAWARE COMMUNITY  
 Neighborhood: 300022-022 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE/

## Site Description

Topography: Flat  
 Public Utilities: Electricity, Water  
 Street or Road: Paved  
 Area Quality: Static  
 Parcel Acreage: 23.15

## Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	BIA	0	0	7.9400	\$1,280.00	\$1,139.00	\$9,043.66	\$0.00	\$9,040.00
WOODLAND	BIA	0	0	1.3000	\$1,280.00	\$1,139.00	\$1,480.70	(\$80.00)	\$300.00
LEGAL DITCH	DITC	0	0	0.9100	\$1,280.00	\$1,280.00	\$1,164.80	(\$100.00)	\$0.00
TILLABLE LAND	PE	0	0	13.0000	\$1,280.00	\$1,421.00	\$18,473.00	\$0.00	\$18,470.00

## Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
5/17/2013	ZUMBRUN CHARLES B & ARLEEN	025036	2013R0/7074	\$0.00
3/1/2009	ZUMBRUN CHARLES B			\$0.00

## Valuation

Assessment Year	2020	2019	2018	2017	2016
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	3/25/2020	3/21/2019	4/16/2018	5/5/2017	5/12/2016
Land	\$27,800	\$33,900	\$34,800	\$40,000	\$42,400
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$27,800	\$33,900	\$34,800	\$40,000	\$42,400
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$27,800</b>	<b>\$33,900</b>	<b>\$34,800</b>	<b>\$40,000</b>	<b>\$42,400</b>
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$27,800	\$33,900	\$34,800	\$40,000	\$42,400
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

## Historic Districts

Historical District none

[Click here for more information](#)

No data available for the following modules: Residential Dwellings, Commercial Buildings, Improvements, Sales Disclosures, Sketch.



# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0329400003000

<https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...>

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[Version 2.3.108](#)

# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0329400004000

https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...



## Summary

Parcel ID 0329400004000  
 Alternate ID 18-03-29-400-004.000-022  
 Property Address VACANT LAND N CR 100 W  
 MUNCIE, IN 47303  
 Brief Tax Description E SD E HLF SE QTR 25.8500Acres STR: 292210 IN: OUT:  
 (Note: Not to be used on legal documents)  
 Class 100: Vacant Land

## Owner

[ZUMBRUN CHARLES B & ARLEEN](#)  
 OAK POINTE # 206  
 413 N WOLFE RD  
 COLUMBIA CITY, IN 46725

## Taxing District

County: Delaware  
 Township: UNION TOWNSHIP  
 State District 022 UNION  
 Local District: 022  
 School Corp: DELAWARE COMMUNITY  
 Neighborhood: 300022-022 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE/

## Site Description

Topography: Flat  
 Public Utilities: Electricity, Water  
 Street or Road: Paved  
 Area Quality: Static  
 Parcel Acreage: 25.85

## Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	BIA	0	0	9.9700	\$1,280.00	\$1,139.00	\$11,355.83	\$0.00	\$11,360.00
TILLABLE LAND	BIB2	0	0	1.3000	\$1,280.00	\$1,088.00	\$1,414.40	\$0.00	\$1,410.00
LEGAL DITCH	DITC	0	0	0.2400	\$1,280.00	\$1,280.00	\$307.20	(\$100.00)	\$0.00
TILLABLE LAND	PE	0	0	13.0000	\$1,280.00	\$1,421.00	\$18,473.00	\$0.00	\$18,470.00
PUBLIC ROAD/ROW	ROAD	0	0	1.3400	\$1,280.00	\$1,280.00	\$1,715.20	(\$100.00)	\$0.00

## Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
5/17/2013	ZUMBRUN CHARLES B & ARLEEN	025036	2013R0/7074	\$0.00
3/1/2009	ZUMBRUN CHARLES B			\$0.00

## Valuation

Assessment Year	2020	2019	2018	2017	2016
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	3/25/2020	3/21/2019	4/16/2018	5/5/2017	5/12/2016
Land	\$31,200	\$38,100	\$39,000	\$44,800	\$47,500
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$31,200	\$38,100	\$39,000	\$44,800	\$47,500
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$31,200</b>	<b>\$38,100</b>	<b>\$39,000</b>	<b>\$44,800</b>	<b>\$47,500</b>
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$31,200	\$38,100	\$39,000	\$44,800	\$47,500
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

## Historic Districts

Historical District none

[Click here for more information](#)

# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0329400004000

<https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...>

**No data available for the following modules:** Residential Dwellings, Commercial Buildings, Improvements, Sales Disclosures, Sketch.

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# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0332200001000

https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...



## Summary

Parcel ID 0332200001000  
 Alternate ID 18-03-32-200-001.000-022  
 Property Address VACANT LAND W CR 900 N  
 MUNCIE, IN 47303  
 Brief Tax Description PT W NE QTR 43.9900Acres STR: 322210 IN: OUT:  
 (Note: Not to be used on legal documents)  
 Class 100: Vacant Land

## Owner

[ZUMBRUN CHARLES B & ARLEEN](#)  
 OAK POINTE # 206  
 413 N WOLFE RD  
 COLUMBIA CITY, IN 46725

## Taxing District

County: Delaware  
 Township: UNION TOWNSHIP  
 State District 022 UNION  
 Local District: 022  
 School Corp: DELAWARE COMMUNITY  
 Neighborhood: 300022-022 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE/

## Site Description

Topography: Flat  
 Public Utilities: Electricity, Water  
 Street or Road: Paved  
 Area Quality: Static  
 Parcel Acreage: 43.99

## Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	BIA	0	0	10.520	\$1,280.00	\$1,139.00	\$11,982.28	\$0.00	\$11,980.00
TILLABLE LAND	BIB2	0	0	1.3000	\$1,280.00	\$1,088.00	\$1,414.40	\$0.00	\$1,410.00
LEGAL DITCH	DITC	0	0	2.9500	\$1,280.00	\$1,280.00	\$3,776.00	(\$100.00)	\$0.00
TILLABLE LAND	MUB2	0	0	3.9000	\$1,280.00	\$986.00	\$3,845.40	\$0.00	\$3,850.00
TILLABLE LAND	PE	0	0	22.1000	\$1,280.00	\$1,421.00	\$31,404.10	\$0.00	\$31,400.00
TILLABLE LAND	PF	0	0	2.6000	\$1,280.00	\$1,421.00	\$3,694.60	\$0.00	\$3,690.00
PUBLIC ROAD/ROW	ROAD	0	0	0.6200	\$1,280.00	\$1,280.00	\$793.60	(\$100.00)	\$0.00

## Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
5/17/2013	ZUMBRUN CHARLES B & ARLEEN	025036	2013R0/7074	\$0.00
3/1/2009	ZUMBRUN CHARLES B			\$0.00

## Valuation

Assessment Year	2020	2019	2018	2017	2016
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	3/25/2020	3/21/2019	4/16/2018	5/5/2017	5/12/2016
Land	\$52,300	\$63,800	\$65,400	\$75,100	\$79,600
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$52,300	\$63,800	\$65,400	\$75,100	\$79,600
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$52,300</b>	<b>\$63,800</b>	<b>\$65,400</b>	<b>\$75,100</b>	<b>\$79,600</b>
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$52,300	\$63,800	\$65,400	\$75,100	\$79,600
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

# COUNTY PARCEL REPORTS

Beacon - Delaware County, IN - Report: 0332200001000

<https://beacon.schneidercorp.com/Application.aspx?AppID=213&Layer...>

## Historic Districts

Historical District                      none

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**No data available for the following modules:** Residential Dwellings, Commercial Buildings, Improvements, Sales Disclosures, Sketch.

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# **FSA INFORMATION**

# FSA INFORMATION

## Tract 1

**USDA Farm 7340 Tract 1390**

Map prepared on: 2/2/2021

Administered by: Delaware County, Indiana

CRP

TRS: 22N10E29

CLU

Delaware Co., IN



85.01 Tract acres

85.01 Cropland acres

0 CRP acres

**Wetland Determination Identifiers:**

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2021-02-01 17:31:38

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	85.01	N	2					Y



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# FSA INFORMATION

## Tract 2



**USDA Farm 7340 Tract 1513**

Administered by: Delaware County, Indiana

Map prepared on: 2/2/2021  
 45.12 Tract acres  
 42.18 Cropland acres  
 0 CRP acres

CRP  
 CLU

**Wetland Determination Identifiers:**

- Restricted Use **TRS: 22N10E32**
- ▲ Limited Restrictions **Delaware Co., IN**
- Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2021-02-01 17:31:38

CLU	Acres	HEL	LC	Contract	Prac	Yr	C I
1	42.18	N	2				Y

0 170 340 510 680 Feet

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# FSA INFORMATION

INDIANA  
DELAWARE



United States Department of Agriculture  
Farm Service Agency

FARM : 7340

Prepared : 3/2/21 6:28 AM

Form: FSA-156EZ

Crop Year : 2021

See Page 2 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name :

Farms Associated with Operator :

CRP Contract Number(s) :

Recon ID : None

Transferred From : None

ARCPLC G/F Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
130.13	127.19	127.19	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	127.19	0.00		0.00		0.00	0.00	0.00

### Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	WHEAT, CORN, SOYBN	None

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	2.20	0.00	56	
Corn	69.50	0.00	153	
Soybeans	52.70	0.00	58	0
<b>TOTAL</b>	<b>124.40</b>	<b>0.00</b>		

### NOTES

--

Tract Number : 1390

Description : F4/A1/B1 F3/2A T 22N R 10E S29

FSA Physical Location : INDIANA/DELAWARE

ANSI Physical Location : INDIANA/DELAWARE

BIA Unit Range Number :

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

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : ARLEEN ZUMBRUN

Other Producers : None

Recon ID : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
85.01	85.01	85.01	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	85.01	0.00	0.00	0.00	0.00	0.00

# FSA INFORMATION

INDIANA  
DELAWARE  
Form: FSA-156EZ



United States Department of Agriculture  
Farm Service Agency

FARM : 7340  
Prepared : 3/2/21 6:28 AM  
Crop Year : 2021

## Abbreviated 156 Farm Record

### Tract 1390 Continued ...

#### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	41.10	0.00	178
Soybeans	41.12	0.00	61

**TOTAL** 82.22 0.00

#### NOTES

**Tract Number** : 1513

**Description** : F4/1B T 22N R 10E S32 F3/2A  
**FSA Physical Location** : INDIANA/DELAWARE  
**ANSI Physical Location** : INDIANA/DELAWARE  
**BIA Unit Range Number** :  
**HEL Status** : NHEL: No agricultural commodity planted on undetermined fields  
**Wetland Status** : Wetland determinations not complete  
**WL Violations** : None  
**Owners** : ARLEEN ZUMBRUN  
**Other Producers** : None  
**Recon ID** : None

#### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
45.12	42.18	42.18	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	42.18	0.00	0.00	0.00	0.00	0.00

#### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	2.20	0.00	56
Corn	28.40	0.00	117
Soybeans	11.58	0.00	48

**TOTAL** 42.18 0.00

#### NOTES

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**PRELIMINARY TITLE**

# PRELIMINARY TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
**Fidelity National Title Insurance Company**

**Transaction Identification Data for reference only:**

Issuing Agent: IN Title Company  
Issuing Office: 200 E. Washington St., Muncie, IN 47305  
ALTA® Universal ID: N/A  
Loan ID Number:  
Commitment Number: 20210440  
Issuing Office File Number: 20210440  
Property Address: W CR 900 W, Muncie, IN 47303  
Revision Number:

**1. Commitment Date:** February 11, 2021 at 8:00 A.M.

<b>2. Policy to be issued:</b>	<b>Proposed Policy Amount</b>
(a) ALTA Owner's Policy          Standard	\$100,000.00

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

(b) ALTA Loan Policy          NONE

Proposed Insured:

**3. The estate or interest in the Land described or referred to in this Commitment is:**

Fee Simple

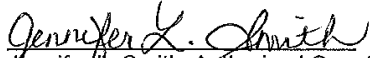
**4. Title to the said estate or interest in the Land is at the Commitment Date hereof vested in:**

Devises under the Last Will and Testament of Arleen Zumbrun, deceased

**5. The Land is described as follows:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**Fidelity National Title Insurance Company**  
**By IN Title Company, Agent**

  
Jennifer L. Smith, Authorized Countersignature

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File No. 20210440

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 3



# PRELIMINARY TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
**Fidelity National Title Insurance Company**

### EXHIBIT "A" LEGAL DESCRIPTION

#### TRACT 1

A part of the Southeast Quarter of Section Twenty-nine (29), Township Twenty-two (22) North, Range Ten (10) East, bounded and described as follows: Beginning at the Southeast corner of said Southeast Quarter and running thence North One Hundred Sixty (160) rods; thence West Twenty-six (26) rods, thence South One Hundred Sixty (160) rods, thence East Twenty-six (26) rods to the place of beginning, containing 26 acres.

Commencing in the South line of Section Twenty-nine (29), Township Twenty-two (22) North, Range Ten (10) East Twenty-six (26) rods West of the Southeast corner of said Section Twenty-nine (29), running thence North on the West line of a tract of land heretofore set off to Lizzie Waller One Hundred Sixty (160) rods, to the half section line; thence West on and along said half section line Twenty-six (26) rods; thence South parallel with the East line of said Section One Hundred Sixty (160) rods to the South line of said Section; thence East on and along said Section line to the place of beginning Twenty-six (26) rods; containing 26 acres, more or less.

Commencing at a point in the South line of Section Twenty-nine (29), Township Twenty-two (22) North, Range Ten (10) East, Fifty-two (52) rods West of the Southeast corner of said Section Twenty-nine (29), and running thence North One Hundred Sixty (160) rods to the half section line; thence West on said half section line Fifty-one (51) rods; thence South One Hundred Sixty (160) rods to the South line of said section Twenty-nine (29); thence East Fifty-one (51) rods to the place of beginning, containing 51 acres.

Except: Beginning at a point Two Hundred Seventy (270) feet West of the Southeast corner of Section Twenty-nine (29), Township Twenty-two (22) North, Range Ten (10) East, running thence West on the South line of said Section Five Hundred (500) feet; thence North parallel with the East line of said Southeast Quarter Three Hundred Fifty (350) feet to the center of Studebaker Ditch, thence Southeastward with the center of said ditch to the place of beginning, containing 2 acres, more or less.

Also Excepting: A part of the South Half (S ½) of the Southeast Quarter (SE ¼) of Section Twenty-nine (29), Township Twenty-two (22) North, Range Ten (10) East, more particularly described as follows, to-wit: Commencing at a point Seven Hundred Seventy (770) feet West of the Southeast corner of said Southeast Quarter of said Section Twenty-nine (29); thence continuing Westward on the South line of said Section; Nine Hundred Twenty-nine and five tenths (929.5) feet; thence North parallel with the East line of said Southeast Quarter One Thousand Eighty-eight (1088) feet, more or less to the center line of Pike Creek, also known as Studebaker Ditch; thence in a Southeasterly direction on and along the center line of said ditch to a point directly North of the place of beginning; thence South to the place of beginning, estimated to contain fifteen (15) acres, more or less.

Containing in all, after said exceptions, 86 acres, more or less.

#### TRACT 2

Commencing at the Northeast corner of the West Half (W ½) of the Northeast Quarter (NE ¼) of Section Number Thirty-two (32) in Township Number Twenty-two (22) North of Range Ten (10) East; running thence South Eighty-eight (88) rods; thence West One Hundred (100) rods; thence North Eighty-eight (88) rods; thence East One Hundred (100) rods to the place of beginning, containing Fifty-five acres, more or less.

Also: Commencing at a point Forty and three-fifths (40-3/5) rods North of and One Hundred (100) rods West of the Southeast corner of the West Half of the Northeast Quarter of Section Thirty-two (32), Township Twenty-two (22) North of Range Ten (10) East; running thence North thirty-one and two fifths (31-2/5) rods; thence East forty-three and one-half (43 ½) rods to the center of the public ditch running North and South through said Quarter Section; thence South along the center of said ditch to a point East of the place of beginning and forty and three-fifths (40-3/5) rods North of the South line of said Quarter Section; thence West forty-five and three-fourths (45-3/4) rods to the place of beginning; containing eight

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File No. 20210440

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 2 of 3



# PRELIMINARY TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY

**Fidelity National Title Insurance Company**

and three-fourths (8-3/4) acres, more or less; in all Sixty-three and three-fourths (63-3/4) acres, more or less. **Except:** A part of the West Half (W 1/2) of the Northeast Quarter (NE 1/4) and a part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section Thirty-two (32), Township Twenty-two (22) North, Range Ten (10) East, more particularly described as follows, to-wit: Beginning at a point one thousand six hundred fifty (1650.0) feet West and six hundred sixty-nine and nine tenths (669.9) feet North of the Southeast corner of the West Half of the Northeast Quarter of Section Thirty-two (32), Township Twenty-two (22) North, Range Ten (10) East; thence East parallel with the South line of the Northwest Quarter and also parallel with the South line of the Northeast Quarter of Section Thirty-two (32), Township Twenty-two (22) North, Range Ten (10) East, seven hundred thirty-seven and twenty-one hundredths (737.21) feet to its intersection with the center line of Studebaker Ditch #3993, Tributary #2; thence Northwesterly with an interior angle of eighty-three degrees forty-one minutes (83°41') and on and along the center line of said ditch seven hundred eighty and four hundredths (780.04) feet; thence deflecting to the left of Sixty-three degrees three minutes (63°03') and on and along the center line of said ditch eighty-seven and seventy-seven hundredths (87.77) feet; thence Northwesterly with a deflection angle to the right of forty degrees thirty-two minutes (40°32') and on and along the center line of the said ditch, one hundred sixty-six and ninety-three hundredths (166.93) feet; thence continuing Northwesterly with a deflection angle to the left of twenty-three degrees thirty-one minutes (23°31') and on and along the center line of said ditch six hundred thirty-six and six tenths (636.6) feet to a point one thousand six hundred fifty (1650.0) feet West of the East line of the West Half of the Northeast Quarter of Section Thirty-two (32), Township Twenty-two (22) North, Range Ten (10) East; thence South parallel with the East line of the West Half of the Northeast Quarter of Section Thirty-two (32), Township Twenty-two (22) North, Range Ten (10) East, one thousand three hundred thirty-three and ninety-three Hundredths (1333.93) feet to the point of beginning. Estimated to contain sixteen and seven hundred seventy-two thousandths (16.772) acres, more or less. **Also Excepting:** A part of the Northeast Quarter of Section Thirty-two (32), Township Twenty-two (22), North, Range Ten (10) East, more particularly described as follows, to-wit: Beginning at a point in the North line of the Northeast Quarter of Section Thirty-two (32), Township Twenty-two (22) North, Range Ten (10) East one thousand seven hundred sixty-four and two tenths (1764.2) feet West of the Northeast corner of the said Northeast Quarter; thence South and at right angle to the North line of said Northeast Quarter Five Hundred Fifty (550.0) feet; thence West and at right angle to the last described line two hundred thirty-six (236.0) feet; thence North and at right angle to the last described line five hundred fifty (550.0) feet to the North line of said Northeast Quarter; thence East on the North line of said Northeast Quarter two hundred thirty-six (236.0) feet to the point of beginning. Estimated to contain 2.979 acres, more or less. Leaving after said exceptions 43.999 acres, more or less.

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ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 3 of 3





# PRELIMINARY TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY

**Fidelity National Title Insurance Company**

### Requirements

File No.: 20210440

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:
  - A. Personal Representative's Deed to be executed from Charles F. Zumbrun, as Personal Representative of the Estate of Arleen Zumbrun, deceased to "BUYER".
  - B. A statement must appear in the deed attesting to the death of Charles B. Zumbrun, who held title with Arleen Zumbrun as tenants by the entireties.
  - C. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
  - D. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

**IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.**

**Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.**

**Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.**

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File No. 20210440

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 2



# PRELIMINARY TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
**Fidelity National Title Insurance Company**

### Requirements

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of "good funds" as defined in the Act.

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "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)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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File No. 20210440

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 2 of 2



# PRELIMINARY TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
**Fidelity National Title Insurance Company**

### Exceptions

File No.: 20210440

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:

### Standard Exceptions:

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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore furnished, 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.

**Note:** The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

**Note:** The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

### Special Exceptions:

7. The acreage indicated, if any, in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
8. Taxes for the year 2019 in the amount of \$452.29 each installment due May 11 and November 10, 2020. May installment PAID. November installment PAID. Taxes for the year 2020 due and payable in 2021 now a lien. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

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File No. 20210440

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 1 of 2



# PRELIMINARY TITLE

## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
**Fidelity National Title Insurance Company**

### Exceptions

Parcel Number 18-03-29-400-002.000-022 (Tract 1)

9. Annual ditch assessment in the sum of \$37.00 per year, next installment of \$18.50 due May 10, 2021. (Tract 1)
10. Taxes for the year 2019 in the amount of \$323.47 each installment due May 11 and November 10, 2020. May installment PAID. November installment PAID. Taxes for the year 2020 due and payable in 2021 now a lien. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-03-29-400-003.000-022 (Tract 1)

11. Annual ditch assessment in the sum of \$23.15 per year, next installment due May 10, 2021. (Tract 1)
12. Taxes for the year 2019 in the amount of \$363.55 each installment due May 11 and November 10, 2020. May installment PAID. November installment PAID. Taxes for the year 2020 due and payable in 2021 now a lien. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-03-29-400-004.000-022 (Tract 1)

13. Annual ditch assessment in the sum of \$25.86 per year, next installment of \$12.93 due May 10, 2021. (Tract 1)
14. Taxes for the year 2019 in the amount of \$608.78 each installment due May 11 and November 10, 2020. May installment PAID. November installment PAID. Taxes for the year 2020 due and payable in 2021 now a lien. Taxes for the year 2021 due and payable in 2022 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-03-32-200-001.000-022 (Tract 2)

15. Mississinewa annual ditch assessment in the sum of \$44.00 per year, recorded in Ditch No. 051, next installment of \$22.00 due May 10, 2021. (Tract 2)
16. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
17. Rights of the Public, the State of Indiana, and County of Delaware and the municipality in and to that part of the premises taken or used for road purposes.
18. Mineral Deed from Donald F. Fisher to William G. and Margaret L. Fisher, dated June 5, 1981 and recorded June 5, 1981 in Mineral Deed Record 1981 page 1. (Tract 1)

JLS/kll

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File No. 20210440

ALTA Commitment For Title Insurance Schedule 8-1-16 IN5

Page 2 of 2



# PRELIMINARY TITLE



Commitment No. 20210440

COMMITMENT FOR TITLE INSURANCE ISSUED  
BY  
FIDELITY 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, Fidelity 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 **90 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

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# PRELIMINARY TITLE

- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; 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.

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# PRELIMINARY TITLE

- (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.

## 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>.

Fidelity National Title Insurance Company



By: *[Signature]*

ATTEST

President

*[Signature]*

Secretary

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**PHOTOS**

# PHOTOS



# PHOTOS



# PHOTOS



# PHOTOS



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