

LAND AUCTION

Delaware County - Perry Township
East Central Indiana

- Nearly All Tillable Cropland
- Great mix of Treaty, Miamian and Crosby soils
- County Legal Drain Access
- Great location just 7 miles SE of Muncie near Prairie Creek Reservoir



Thursday, August 11th • 6PM EST

155± ACRES

Offered in 2 Tracts

SCHRADER
Real Estate and Auction Company, Inc.

ONLINE BIDDING AVAILABLE

800.451.2709
SchraderAuction.com

INFORMATION BOOKLET

800.451.2709
SchraderAuction.com

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

DISCLAIMER:

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

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

SELLER: Estate of Charles "Bud" Conwell, Linda Hiatt, Per. Representative

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

REAL ESTATE: Rex (RD) Schrader (Broker), #222451

AUCTIONEER: Mark Smithson, #AU10100108



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 as a total 155+/- acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

FARM PROGRAM INFO: Farm 7267, Tract 11451. Contact agent for more info.

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: Personal Representative's Deed.

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

POSSESSION: At closing subject to 2022 tenant crop

rights.

REAL ESTATE TAXES: Seller to pay taxes for the 2021 calendar year due and payable in 2022. 2021/2022 taxes were \$6,762.12. This total includes acreage and improvements not offered in the auction. Taxes estimated at approximately \$23/tillable acre.

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.**

All mineral rights transfer to the seller.

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, AUGUST 11, 2022

155+ ACRES – PERRY TOWNSHIP, 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 Thursday, August 4, 2022.
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
155± Acres • Delaware County, Indiana
Thursday, August 11, 2022

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 Thursday, August 11, 2022 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; email: 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, Thursday, August 4, 2022**. 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.

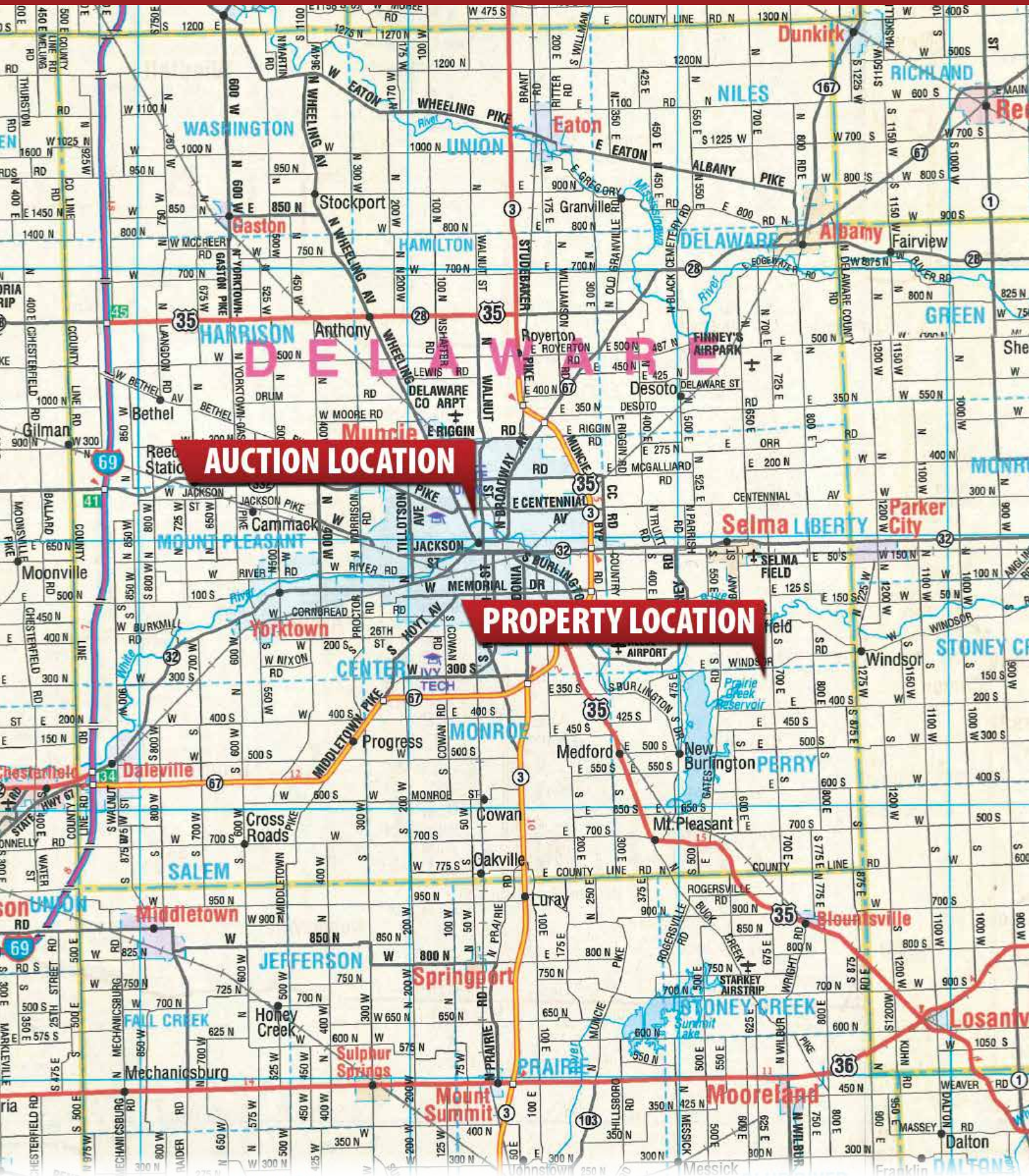
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

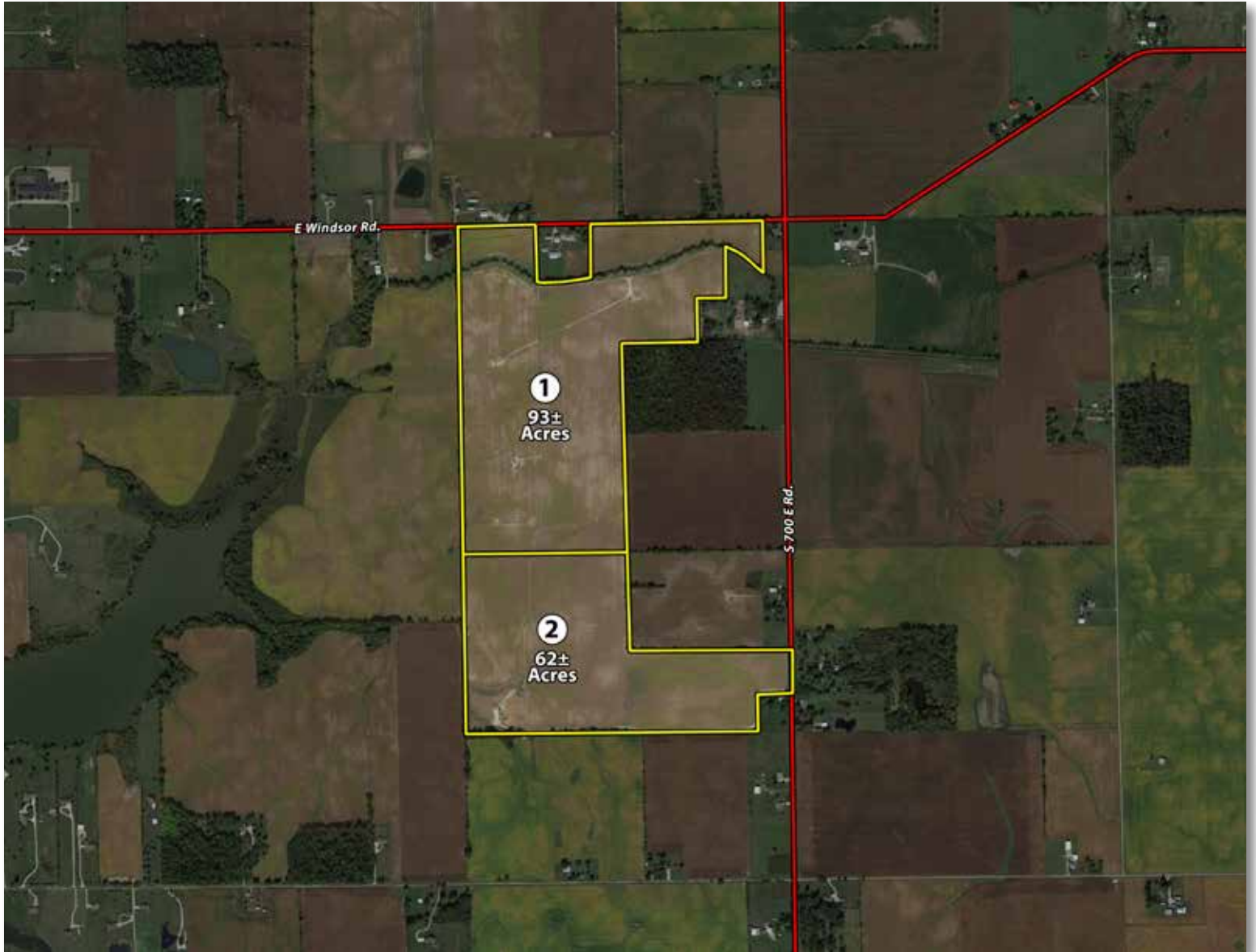
Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & AERIAL TRACT MAPS

LOCATION MAP



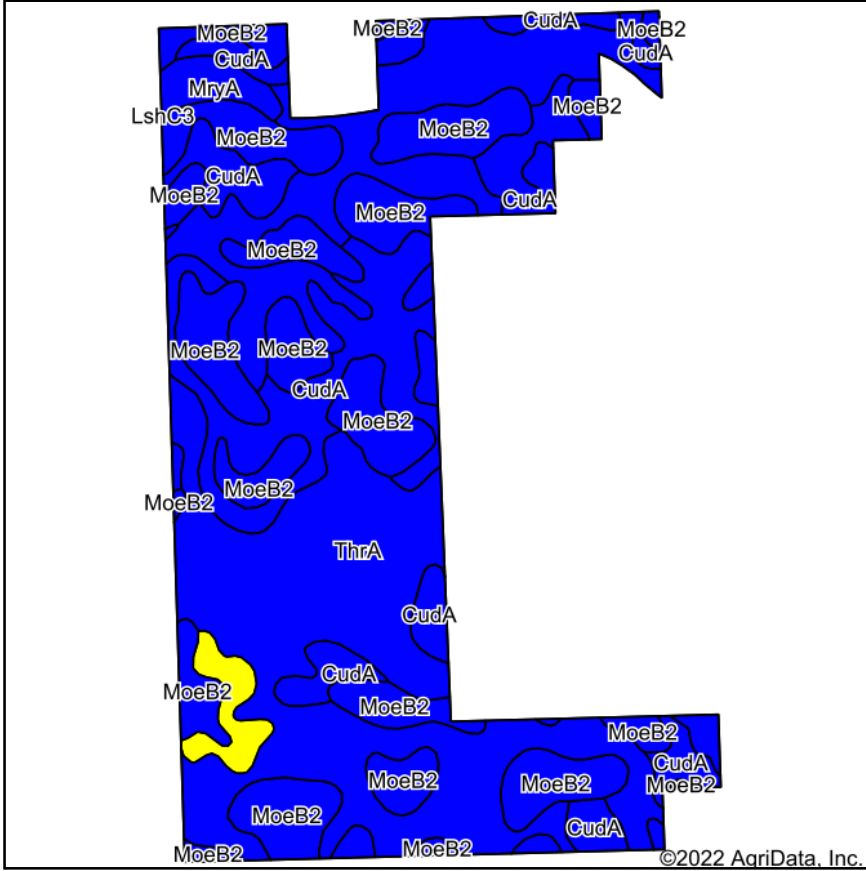
AERIAL TRACT MAP



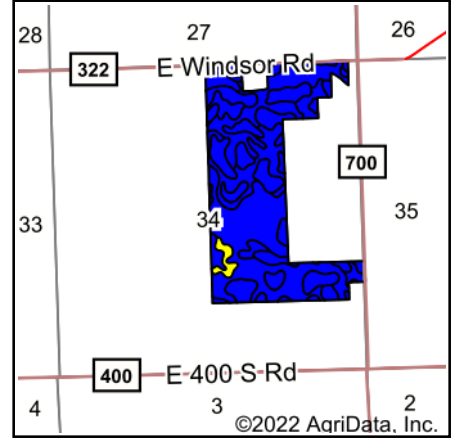


SOIL MAPS

SOIL MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Delaware**
 Location: **34-20N-11E**
 Township: **Perry**
 Acres: **158.24**
 Date: **7/14/2022**



Area Symbol: IN035, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
ThrA	Treaty silty clay loam, 0 to 1 percent slopes	72.16	45.6%		Ilw	181	6	12	64	61
MoeB2	Miamian silt loam, New Castle Till Plain, 2 to 6 percent slopes, eroded	47.36	29.9%		Ile	127	4	8	45	57
CudA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	32.91	20.8%		Ilw	142	5	9	52	55
LshC3	Losantville clay loam, 6 to 12 percent slopes, severely eroded	3.15	2.0%		IVe	111	4	7	38	49
MryA	Millgrove silty clay loam, 0 to 1 percent slopes	2.66	1.7%		Ilw	171	6	11	49	66
Weighted Average					2.04	155.2	5.2	10.1	55	58.4

Soils data provided by USDA and NRCS.

FSA INFORMATION

FSA INFORMATION

USDA Farm 7267 Tract 11451

Map prepared on: 10/25/2021

Administered by: Delaware County, Indiana

225.36 Tract acres
194.97 Cropland acres
0.00 CRP acres

CRP **TRS: 20N11E34**
CLU **Delaware**



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

Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2021-10-01 11:38:59

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	3.49	N	2					Y
2	60.48	H	2					Y
4	8.26	N	2					Y
5	12.9	H	2					Y
6	28.95	N	2					Y
11	5.55	H	2					Y
18	1.01	H	2					Y
19	1.16	H	2					Y
20	1.73	N	2					Y
21	0.8	N	2					Y
23	68.86	N	2					Y
24	0.48	N	2					Y
25	1.3	N	2					Y



Farm 7267 Tract 11451

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

FSA INFORMATION

INDIANA
DELAWARE
Form: FSA-156EZ



FARM : 7267
Prepared : 6/22/22 9:14 AM
Crop Year : 2022

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : DANIEL JACOB HIATT
18-035-264, 18-035-893, 18-035-1473, 18-035-1498, 18-035-1716, 18-035-1761, 18-035-1934, 18-035-2197, 18-035-3182, 18-035-3192, 18-035-3295, 18-035-3728, 18-035-4991, 18-035-4992, 18-035-5055, 18-035-5431, 18-035-5589, 18-035-5800, 18-035-5934, 18-035-5963, 18-035-6058, 18-035-6059, 18-035-6277, 18-035-6683, 18-035-6684, 18-035-6703, 18-035-6791, 18-035-7080, 18-035-7267, 18-035-7500, 18-035-7951, 18-035-8028, 18-035-8545, 18-035-8954

Farms Associated with Operator :

CRP Contract Number(s) : None

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
225.36	194.97	194.97	0.00	0.00	0.00	0.00	0.00	Active	1
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	194.97	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	2.13	0.00	50	
Corn	92.49	0.00	113	
Soybeans	93.48	0.10	33	0
TOTAL	188.10	0.10		

NOTES

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Tract Number : 11451

Description : K11/A1 T20N R11E S34

FSA Physical Location : INDIANA/DELAWARE

ANSI Physical Location : INDIANA/DELAWARE

BIA Unit Range Number :

HEL Status : HEL field on tract.Conservation system being actively applied

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : MR CHARLES W CONWELL

Other Producers : MARK W HIATT

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
225.36	194.97	194.97	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	194.97	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 : 7267
Prepared : 6/22/22 9:14 AM
Crop Year : 2022

Abbreviated 156 Farm Record

Tract 11451 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	2.13	0.00	50
Corn	92.49	0.00	113
Soybeans	93.48	0.10	33
TOTAL	188.10	0.10	

NOTES

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In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

COUNTY TAX INFORMATION

Taxes contain acreage not included in the auction.

TAXES FROM TREASURER

TRACT 1

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: susie (0)

Quick Search

12-34-200-001.000-020 2021 CONWELL CHARLES W AND LOIS A 10707 E WINDSOR RD AGRICULTURAL : 101 PRC

Parcel Search

- Parcel Info
- Owners
- Sales
- Deductions
- Tax Display
- Error Correction
- Flags
- Judgment Info
- Property Listing
- Tax Sale
- Surplus
- AV Change
- Documents
- Mobile Home Permit

- Owner Search
- Apply Payment
- Cash Drawers
- Cash Modification
- Payment Search
- New Bankruptcy
- Bill Codes
- Parcel Groups
- Pending Corrections
- Reports
- TaxSale Info

Edit Parcel Appeals

Current Tax Season 2021 Payable 2022

Bill Code Information

Bill To Summary

Bill Code:

Tax Information

Tax Summary

Type	Unpaid
21/22 Spring Tax	\$1,159.64
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$13.00
Spring SA Base: SW22012263	\$11.40
21/22 Fall Tax	\$1,159.64
Current Due:	\$1,184.04
Total Due:	\$2,343.68

Tran Hist Tax Duplicate Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
21/22 Spring Tax	\$1,159.64	\$0.00	\$0.00	\$1,159.64
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$13.00	\$0.00	\$0.00	\$13.00
Spring SA Base: SW22012263	\$11.40	\$0.00	\$0.00	\$11.40
21/22 Fall Tax	\$1,159.64	\$0.00	\$0.00	\$1,159.64
Total:	\$2,343.68	\$0.00	\$0.00	\$2,343.68

Penalty Option

Do Not Calculate Penalty:

Deduction Information

Deductions

Deduction Type	Value	Status	Message
Standard Deduction \ Homestead	\$45,000.00	Active	Homestead Verified
Supplemental	\$36,505.00	Active	
Mortgage	\$3,000.00	Active	I#1988R12322

Parcel and Map Information

Parcel and Map Information

Bookmark

TAXES FROM TREASURER

TRACT 1

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: susie (0)

eAssessor eAuditor eTreasurer eOffice

Quick Search

12-34-200-003.000-020 2021 CONWELL CHARLES W AND LOIS A 0 AGRICULTURAL : 100 PRC CUR DEL

Parcel Search

-Parcel Info

--Owners

--Sales

--Deductions

--Tax Display

--Error Correction

--Flags

--Judgment Info

--Property Listing

--Tax Sale

--Surplus

--AV Change

--Documents

--Mobile Home Permit

Owner Search

Apply Payment

Cash Drawers

Cash Modification

Payment Search

New Bankruptcy

Bill Codes

Parcel Groups

Pending Corrections

Reports

TaxSale Info

Edit Parcel Appeals

Current Tax Season 2021 Payable 2022

Bill Code Information

Bill To Summary

Bill Code:

Tax Information

Tax Summary

Type	Unpaid
21/22 Spring Tax	\$726.28
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$33.50
21/22 Fall Tax	\$726.28
21/22 Fall Ditch: 038 - WHITE RIVER EAST	\$33.50
Current Due:	\$759.78
Total Due:	\$1,519.56

Tran Hist Tax Duplicate Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
21/22 Spring Tax	\$726.28	\$0.00	\$0.00	\$726.28
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$33.50	\$0.00	\$0.00	\$33.50
21/22 Fall Tax	\$726.28	\$0.00	\$0.00	\$726.28
21/22 Fall Ditch: 038 - WHITE RIVER EAST	\$33.50	\$0.00	\$0.00	\$33.50
Total:	\$1,519.56	\$0.00	\$0.00	\$1,519.56

Penalty Option

Do Not Calculate Penalty:

Deduction Information

Deductions

Parcel and Map Information

Parcel and Map Information

Bookmark

Parcel Number: 12-34-200-003.000-020

Plat Bk Page:

Property Class: AGRICULTURAL

Status: Active

Sub Class:

TAXES FROM TREASURER

TRACT 2

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: susie (C)

Quick Search

12-34-400-001.000-020 2021 CONWELL CHARLES AND LOIS S CR 700 E AGRICULTURAL : 100 PRC CUR DEL

- Parcel Search
- Parcel Info
- Owners
- Sales
- Deductions
- Tax Display
- Error Correction
- Flags
- Judgment Info
- Property Listing
- Tax Sale
- Surplus
- AV Change
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- Mobile Home Permit
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- Cash Modification
- Payment Search
- New Bankruptcy
- Bill Codes
- Parcel Groups
- Pending Corrections
- Reports
- TaxSale Info

Edit Parcel Appeals

Current Tax Season 2021 Payable 2022

Bill Code Information

Bill To Summary

Bill Code:

Tax Information

Tax Summary

Type	Unpaid
21/22 Spring Tax	\$270.32
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$24.50
21/22 Fall Tax	\$270.32
Current Due:	\$294.82
Total Due:	\$565.14

Tran Hist Tax Duplicate Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
21/22 Spring Tax	\$270.32	\$0.00	\$0.00	\$270.32
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$24.50	\$0.00	\$0.00	\$24.50
21/22 Fall Tax	\$270.32	\$0.00	\$0.00	\$270.32
Total:	\$565.14	\$0.00	\$0.00	\$565.14

Penalty Option

Do Not Calculate Penalty:

Deduction Information

Deductions

Parcel and Map Information

Parcel and Map Information

Bookmark

Parcel Number: 12-34-400-001.000-020 Plat Bk Page:
 Property Class: AGRICULTURAL Status: Active
 Sub Class: VACANT AGRICULTURAL-100
 Legal: PT W SD SE QTR S34 T20 R11 24.500 AC

TAXES FROM TREASURER

TRACT 2

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: susie (0)

Quick Search

aAssessor aAuditor aTreasurer aOffice

12-34-400-002.000-020 2021 CONWELL CHARLES AND LOIS S CR 700 E AGRICULTURAL : 100 PRC CUR DEL

Parcel Search

-Parcel Info

--Owners

--Sales

--Deductions

--Tax Display

--Error Correction

--Flags

--Judgment Info

--Property Listing

--Tax Sale

--Surplus

--AV Change

--Documents

--Mobile Home Permit

Owner Search

Apply Payment

Cash Drawers

Cash Modification

Payment Search

New Bankruptcy

Bill Codes

Parcel Groups

Pending Corrections

Reports

TaxSale Info

Edit Parcel Appeals

Current Tax Season 2021 Payable 2022

Bill Code Information

Bill To Summary

Bill Code:

Tax Information

Tax Summary

Type	Unpaid
21/22 Spring Tax	\$480.77
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$19.00
21/22 Fall Tax	\$480.77
21/22 Fall Ditch: 038 - WHITE RIVER EAST	\$19.00
Current Due: \$499.77	
Total Due: \$999.54	

Tran Hist Tax Duplicate Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
21/22 Spring Tax	\$480.77	\$0.00	\$0.00	\$480.77
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$19.00	\$0.00	\$0.00	\$19.00
21/22 Fall Tax	\$480.77	\$0.00	\$0.00	\$480.77
21/22 Fall Ditch: 038 - WHITE RIVER EAST	\$19.00	\$0.00	\$0.00	\$19.00
Total:	\$999.54	\$0.00	\$0.00	\$999.54

Penalty Option

Do Not Calculate Penalty:

Deduction Information

Deductions

Parcel and Map Information

Parcel and Map Information

Bookmark

Parcel Number: 12-34-400-002.000-020

Plat Bk Page:

Property Class: AGRICULTURAL

Status: Active

Sub Class:

TAXES FROM TREASURER

TRACT 1

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: susle (0)

eAssessor eAuditor eTreasurer eOffice

Quick Search

12-34-200-002.000-020 2021 CONWELL CHARLES W AND LOIS ANN 10707 E WINDSOR RD AGRICULTURAL : 100

Edit Parcel

Appeals

Current Tax Season 2021 Payable 2022



Bill Code Information

Bill To Summary

Bill Code:

Tax Information

Tax Summary

Type	Unpaid
21/22 Spring Tax	\$352.44
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$23.39
21/22 Fall Tax	\$352.44
21/22 Fall Ditch: 038 - WHITE RIVER EAST	\$23.39
Current Due:	\$375.83
Total Due:	\$751.66

Tran Hist

Tax Duplicate

Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
21/22 Spring Tax	\$352.44	\$0.00	\$0.00	\$352.44
21/22 Spring Ditch: 038 - WHITE RIVER EAST	\$23.39	\$0.00	\$0.00	\$23.39
21/22 Fall Tax	\$352.44	\$0.00	\$0.00	\$352.44
21/22 Fall Ditch: 038 - WHITE RIVER EAST	\$23.39	\$0.00	\$0.00	\$23.39
Total:	\$751.66	\$0.00	\$0.00	\$751.66

Penalty Option

Do Not Calculate Penalty:

Deduction Information

Deductions

Parcel and Map Information

Parcel and Map Information

Bookmark

Parcel Number: 12-34-200-002.000-020

Plat Bk Page:

Property Class: AGRICULTURAL

Status: Active

Sub Class:

TAXES FROM TREASURER

TRACTS 1 & 2

DELAWARE COUNTY, INDIANA | Logout | Help

Log In: susie (0)

eAssessor eAuditor oTreasurer vOffice

Quick Search

20-08-555-007.008-020 2021 CONWELL CHARLES 10707 E WINDSOR RD MINERAL : 200 PRC CUR DEL

- Parcel Search
- Parcel Info
- Owners
- Sales
- Deductions
- Tax Display
- Error Correction
- Flags
- Judgment Info
- Property Listing
- Tax Sale
- Surplus
- AV Change
- Documents
- Mobile Home Permit
- Owner Search
- Apply Payment
- Cash Drawers
- Cash Modification
- Payment Search
- New Bankruptcy
- Bill Codes
- Parcel Groups
- Pending Corrections
- Reports
- TaxSale Info

Edit Parcel Appeals

Current Tax Season 2021 Payable 2022

Bill Code Information

Bill To Summary

Bill Code:

Tax Information

Tax Summary

Type	Unpaid
21/22 Spring Tax	\$12.66
21/22 Fall Tax	\$12.66
<hr/>	
Current Due:	\$12.66
Total Due:	\$25.32

Tran Hist Tax Duplicate Tax Sum

Payment History

Type	Charge	Paid	AC	Unpaid
21/22 Spring Tax	\$12.66	\$0.00	\$0.00	\$12.66
21/22 Fall Tax	\$12.66	\$0.00	\$0.00	\$12.66
Total:	\$25.32	\$0.00	\$0.00	\$25.32

Penalty Option

Do Not Calculate Penalty:

Deduction Information

Deductions

Parcel and Map Information

Parcel and Map Information

Bookmark

Parcel Number: 20-08-555-007.008-020 Plat Bk Page:
 Property Class: MINERAL Status: Active
 Sub Class: MINERAL-200
 Legal: ROYAL INTEREST OFF GAS WELL 182008555009005020.

Notes



ASSESSMENTS

Note: Assessments contain acreage not included in the auction.

ASSESSMENTS

TRACT 1

3/14/22, 12:50 PM

Beacon - Delaware County, IN - Report: 1234200001000



Summary

Parcel ID 1234200001000
 Alternate ID 18-12-34-200-001.000-020
 Property Address 10707 E WINDSOR RD
 SELMA, IN 47383
 Brief Tax Description W HLF NE QTR 13.0000Acres STR: 342011 IN: OUT:
 (Note: Not to be used on legal documents)
 Class 101: Cash Grain/General Farm

Owner

[CONWELL CHARLES W AND LOIS A](#)
 10707 E WINDSOR RD
 SELMA, IN 47383-9810

Taxing District

County: Delaware
 Township: PERRY TOWNSHIP
 State District: 020 PERRY
 Local District: 020
 School Corp: LIBERTY-PERRY COMMUNITY
 Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
 Public Utilities: Electricity, Water
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 13

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
9 - HOMESITE		0	0	1.0000	\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	\$18,000.00
TILLABLE LAND		0	0	10.1800	\$1,290.00	\$1,290.00	\$13,132.20	\$0.00	\$13,130.00
LEGAL DITCH	DITC	0	0	1.2100	\$1,290.00	\$1,290.00	\$1,560.90	(\$100.00)	\$0.00
PUBLIC ROAD/ROW	ROAD	0	0	0.6100	\$1,290.00	\$1,290.00	\$786.90	(\$100.00)	\$0.00

Residential Dwellings

Description Single-Family
 Story Height 1.5
 Style
 Finished Area 2806
 # Fireplaces 0
 Heat Type Central Warm Air
 Air Cond 0
 Bedrooms 5
 Living Rooms: 0
 Dining Rooms: 0
 Family Rooms: 0
 Finished Rooms: 11
 Full Baths 1
 Full Bath Fixtures 3
 Half Baths 1
 Half Bath Fixtures 3
 Kitchen Sinks 1
 Water Heaters 1
 Add Fixtures 0

Floor	Construction	Base	Finish
1	Wood Frame	1462	1462
1/2	Wood Frame	1344	1344
B		638	0
C		824	0

Features	Area
Patio, Concrete	308
Porch, Enclosed Frame	80
Porch, Open Frame	322

ASSESSMENTS

TRACT 1

3/14/22, 12:49 PM

Beacon - Delaware County, IN - Report: 1234200003000



Summary

Parcel ID 1234200003000
Alternate ID 18-12-34-200-003.000-020
Property Address 0
10707 E WINDSOR RD SELMA, IN 47383
Brief Tax Description PT W HLF NE QTR 67.0000Acres STR: 342011 IN: OUT:
(Note: Not to be used on legal documents)
Class 100: Vacant Land

Owner

[CONWELL CHARLES W AND LOIS A](#)
10707 E WINDSOR RD
SELMA, IN 47383-9810

Taxing District

County: Delaware
Township: PERRY TOWNSHIP
State District: 020 PERRY
Local District: 020
School Corp: LIBERTY-PERRY COMMUNITY
Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
Public Utilities: Electricity, Water
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 67

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND		0	0	65.7900	\$1,290.00	\$1,290.00	\$84,869.10	\$0.00	\$84,870.00
LEGAL DITCH	DITC	0	0	1.2100	\$1,290.00	\$1,290.00	\$1,560.90	(\$100.00)	\$0.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
3/1/2009	CONWELL CHARLES W AND LOIS A			\$0.00

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/12/2021	3/25/2020	3/21/2019	4/16/2018	5/5/2017
Land	\$84,900	\$84,200	\$102,600	\$105,900	\$122,600
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$84,900	\$84,200	\$102,600	\$105,900	\$122,600
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
Total	\$84,900	\$84,200	\$102,600	\$105,900	\$122,600
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$84,900	\$84,200	\$102,600	\$105,900	\$122,600
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.

ASSESSMENTS

TRACT 1

3/14/22, 12:51 PM

Beacon - Delaware County, IN - Report: 1234200002000



Summary

Parcel ID 1234200002000
 Alternate ID 18-12-34-200-002.000-020
 Property Address 10707 E WINDSOR RD
 SELMA, IN 47383
 Brief Tax Description PT E HLF NE QTR 46.7700Acres STR: 342011 IN: OUT:
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Owner

CONWELL CHARLES W AND LOIS ANN
 10707 E WINDSOR RD
 SELMA, IN 47383-9810

Taxing District

County: Delaware
 Township: PERRY TOWNSHIP
 State District: 020 PERRY
 Local District: 020
 School Corp: LIBERTY-PERRY COMMUNITY
 Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
 Public Utilities: Electricity, Water
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 46.77

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	BR	0	0	18.0000	\$1,290.00	\$1,651.00	\$29,718.00	\$0.00	\$29,720.00
WOODLAND	BR	0	0	7.8000	\$1,290.00	\$1,651.00	\$12,877.80	(\$80.00)	\$2,580.00
LEGAL DITCH	BR	0	0	5.3400	\$1,290.00	\$1,651.00	\$8,816.34	(\$100.00)	\$0.00
PUBLIC ROAD/ROW	CRA	0	0	1.2500	\$1,290.00	\$1,316.00	\$1,645.00	(\$100.00)	\$0.00
WOODLAND	CRA	0	0	5.2000	\$1,290.00	\$1,316.00	\$6,843.20	(\$80.00)	\$1,370.00
TILLABLE LAND	CRA	0	0	3.9800	\$1,290.00	\$1,316.00	\$5,237.68	\$0.00	\$5,240.00
WOODLAND	MMB2	0	0	3.9000	\$1,290.00	\$1,148.00	\$4,477.20	(\$80.00)	\$900.00
TILLABLE LAND	MRB3	0	0	1.3000	\$1,290.00	\$1,097.00	\$1,426.10	\$0.00	\$1,430.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
3/1/2009	CONWELL CHARLES W AND LOIS ANN			\$0.00

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/12/2021	3/25/2020	3/21/2019	4/16/2018	5/5/2017
Land	\$41,200	\$40,900	\$49,900	\$51,500	\$59,100
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$41,200	\$40,900	\$49,900	\$51,500	\$59,100
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
Total	\$41,200	\$40,900	\$49,900	\$51,500	\$59,100
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$41,200	\$40,900	\$49,900	\$51,500	\$59,100
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Historic Districts

Historical District none

[Click here for more information](#)

ASSESSMENTS

TRACT 2

3/14/22, 12:48 PM

Beacon - Delaware County, IN - Report: 1234400001000



Summary

Parcel ID 1234400001000
 Alternate ID 18-12-34-400-001.000-020
 Property Address SCR 700 E
 SELMA, IN 47383
 Brief Tax Description PT W SD SE QTR 24.5000Acres STR: 342011 IN: OUT:
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Owner

[CONWELL CHARLES AND LOIS](#)
 10707 E WINDSOR RD
 SELMA, IN 47383-9810

Taxing District

County: Delaware
 Township: PERRY TOWNSHIP
 State District: 020 PERRY
 Local District: 020
 School Corp: LIBERTY-PERRY COMMUNITY
 Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
 Public Utilities: Electricity, Water
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 24.5

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND		0	0	24.5000	\$1,290.00	\$1,290.00	\$31,605.00	\$0.00	\$31,610.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
3/1/2009	CONWELL CHARLES AND LOIS			\$0.00

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/12/2021	3/25/2020	3/21/2019	4/16/2018	5/5/2017
Land	\$31,600	\$31,400	\$38,200	\$39,500	\$53,100
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$31,600	\$31,400	\$38,200	\$39,500	\$53,100
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
Total	\$31,600	\$31,400	\$38,200	\$39,500	\$53,100
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$31,600	\$31,400	\$38,200	\$39,500	\$53,100
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.

ASSESSMENTS

TRACT 2

3/14/22, 12:47 PM

Beacon - Delaware County, IN - Report: 1234400002000



Summary

Parcel ID 1234400002000
 Alternate ID 18-12-34-400-002.000-020
 Property Address SCR 700 E
 SELMA, IN 47383
 Brief Tax Description MID PT SE QTR 38.0000Acres STR: 342011 IN: OUT:
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Owner

[CONWELL CHARLES AND LOIS](#)
 10707 E WINDSOR RD
 SELMA, IN 47383-9810

Taxing District

County: Delaware
 Township: PERRY TOWNSHIP
 State District: 020 PERRY
 Local District: 020
 School Corp: LIBERTY-PERRY COMMUNITY
 Neighborhood: 200011-020 RURAL RESIDENTIAL/AGRICULTURAL HOMESITE

Site Description

Topography: Flat
 Public Utilities: Electricity, Water
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 38

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	BR	0	0	23.4000	\$1,290.00	\$1,651.00	\$38,633.40	\$0.00	\$38,630.00
TILLABLE LAND	CRA	0	0	3.9000	\$1,290.00	\$1,316.00	\$5,132.40	\$0.00	\$5,130.00
TILLABLE LAND	KO	0	0	1.3000	\$1,290.00	\$1,484.00	\$1,929.20	\$0.00	\$1,930.00
TILLABLE LAND	MMB2	0	0	6.5000	\$1,290.00	\$1,148.00	\$7,462.00	\$0.00	\$7,460.00
TILLABLE LAND	MRB3	0	0	2.6000	\$1,290.00	\$1,097.00	\$2,852.20	\$0.00	\$2,850.00
PUBLIC ROAD/ROW	ROAD	0	0	0.1600	\$1,290.00	\$1,290.00	\$206.40	(\$100.00)	\$0.00

Transfer History

Date	New Owner	Doc ID	Book/Page	Sale Price
3/1/2009	CONWELL CHARLES AND LOIS			\$0.00

Valuation

Assessment Year	2021	2020	2019	2018	2017
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/12/2021	3/25/2020	3/21/2019	4/16/2018	5/5/2017
Land	\$56,200	\$55,800	\$68,000	\$70,200	\$80,600
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$56,200	\$55,800	\$68,000	\$70,200	\$80,600
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
Total	\$56,200	\$55,800	\$68,000	\$70,200	\$80,600
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$56,200	\$55,800	\$68,000	\$70,200	\$80,600
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Historic Districts

Historical District none

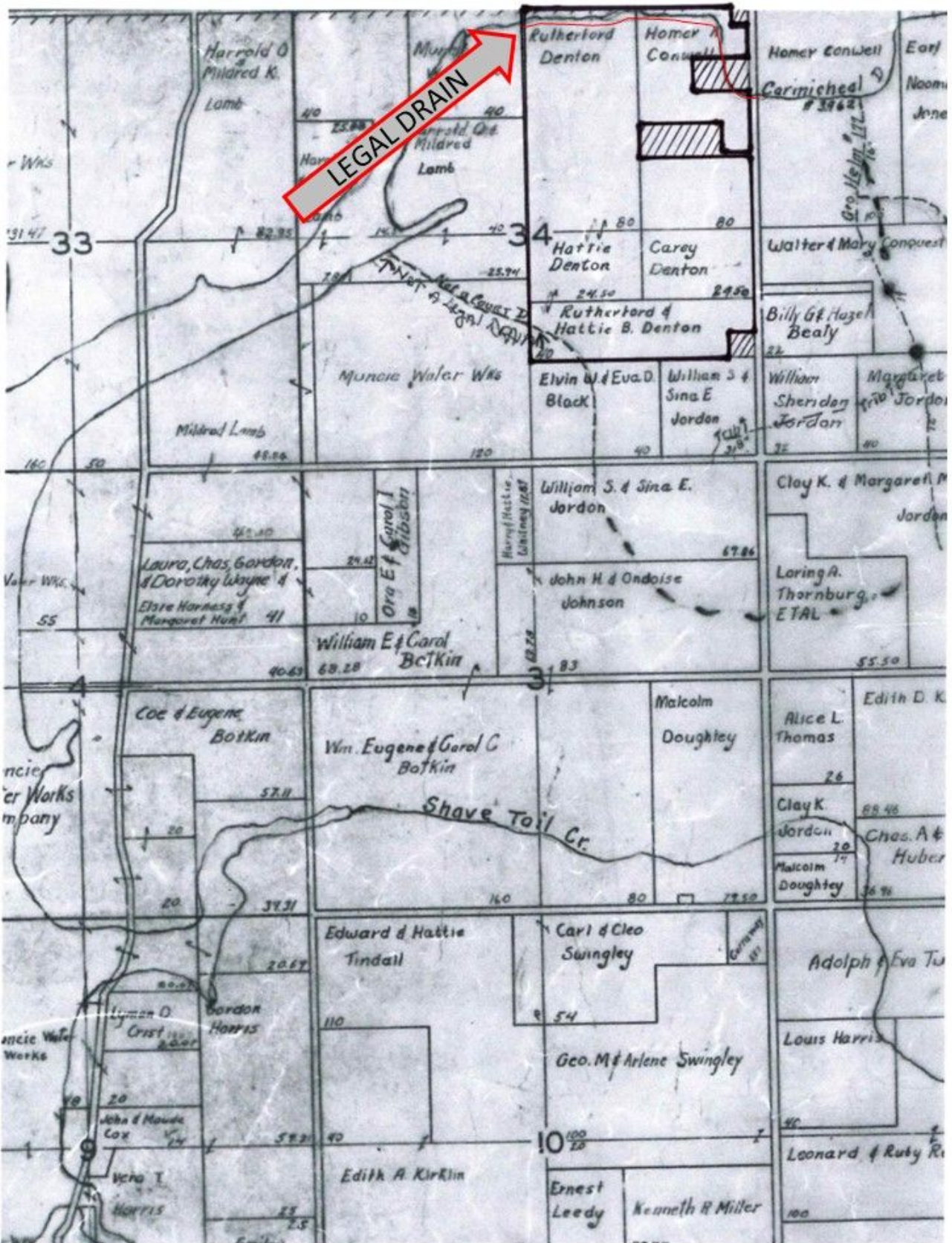
[Click here for more information](#)

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

COUNTY LEGAL DRAIN MAP

COUNTY LEGAL DRAIN MAP

COUNTY LEGAL DRAIN MAP



OIL WELL LOCATIONS

OIL WELL LOCATIONS

PART VII

SURVEY

General Instructions

Use a 1"=1000' scale

Surveyor must complete the following

- Clearly indicate the section township, and range on the survey, spot the well and show the footages from the lines
- Use the surveyor's notes to explain deviations from a standard location such as topography and irregular sections

Operator or authorized agent must complete the following

- For oil or gas wells, separately outline the boundary of both of the following:
 - the leased or communized area; AND
 - the drilling unit allotment
- For all Directional and Horizontal wells show the surface location AND termination point of the well.
- For all Horizontal wells identify the points where each horizontal drainhole enters and departs the target zone.
- For Enhanced Recovery and Saltwater Disposal wells, draw a 1/4 mile radius circle around the proposed well, spot all other wells (plugged or unplugged) that intersect the proposed injection zone(s), and put the permit number of each well over the spot.

NOTE: Please show the entire 1/4 mile radius circle around proposed Class II wells

SURVEYORS' NOTES:

Well Coordinates:

Conwell #7

N (y): 1784761.5250'

E (X): 442239.7000'

SPC, IND. US Feet

Delaware Co., Indiana

= Lease Area

Stand up 5 acre

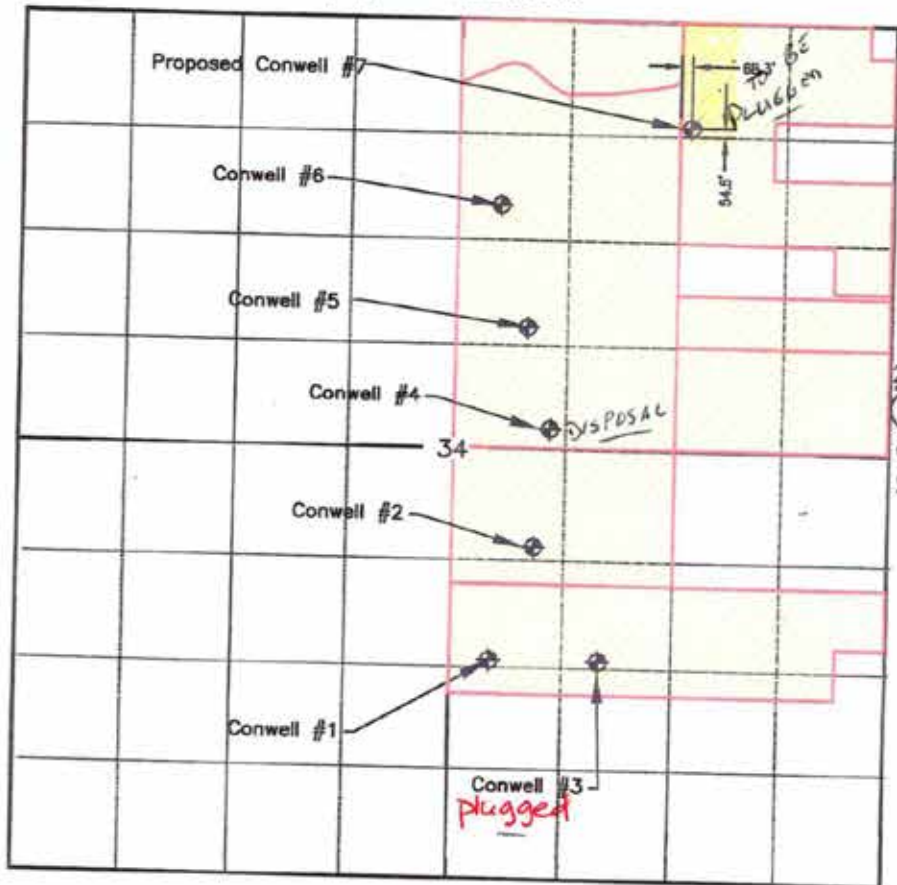
SURVEYORS' SEAL:



NAD 1983 UTM Zone 16N

UTMx: 648353.37m

UTMy: 4445604.10m



R 11 (E) or W

JN# 2013-003

CERTIFICATION

I hereby certify that to the best of my knowledge and belief, the proposed location of the above described well, fixed as the result of an instrument survey made by me in compliance with the requirements of the laws of Indiana, is truly and correctly set forth hereon.

Signature of registered Indiana land surveyor

Date signed (mm,dd,yyyy)

12/09/2013

Address (Street or PO, City, State, Zip)

19554 Misty Cove Lane, Fortville, In. 46040

Telephone number

(317) 370 - 0400

Special PART VII Requirements

- You should adjust the location of the center of the section on the diagram so that the entire set of information in the General Instructions shows on a single survey plat. (Example: If a horizontal well will begin in one section but terminate in another you should move the section center point so that portions of both sections appear on the plat)
- This form **must** contain an original signature and original seal.
- Coordinates should be based upon NAD 1983 Datum, Universal Transverse Mercator (UTM) Coordinate System, Zone 16N.

OIL & GAS LEASE

OIL & GAS LEASE

PAID UP OIL AND GAS LEASE

00 88

THIS LEASE AGREEMENT is made as of the 11th day of April, 2008 between Charles W & Lois A Corwell as Lessor (whether one or more), and R & S Drilling, Inc. as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Grant of Leased Premises. In consideration of \$10.00 per acre, one thousand six hundred twenty-five dollars (\$1625.00) in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Delaware County, Perry Township, T20N

Parcel 1234200001000, legal w half, NE QTR 13.0 acres
Parcel 1234400002000, legal MID Pt SE QTR 38 acres
Parcel 1234200004000, legal Pt E hlf NE QTR 20 acres
Parcel 1234200003000, legal Pt w hlf NE QTR 57 acres
Parcel 1234400001000, legal Pt w sd SE QTR 24.5 acres

in the County of Delaware, State of Indiana containing 162.5 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Ancillary Rights. The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression and water disposal. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

3. Term of Lease. This lease shall be in force for a primary term of 2 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. L

4. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 90 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or lands pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, re-lifting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; (iv) contracting for marketing services and sale of Oil and Gas Substances; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises.

5. Shut-In Royalty. If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 90-day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90-day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

6. Royalty Payment. For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communitized therewith, and sold, lessor shall receive as its royalty 12.5% of the sales proceeds actually received by lessee or, if applicable, its affiliate, as a result of the first sale of the affected production to an unaffiliated party, less this same percentage share of all Post Production Costs and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean all costs actually incurred by lessee or its affiliate and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale. These costs include without limitation, all costs of gathering, marketing, compression, dehydration, transportation, removal of liquid or gaseous substances or impurities from the affected production, and any other treatment or processing required by the first unaffiliated party who purchases the affected production. For royalty calculation purposes, lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale.

Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If this occurs, the actual costs of such facilities shall be included in the Post Production Costs as a per barrel or per mcf charge, as appropriate, calculated by spreading the construction, maintenance and operating costs for such facilities over the reasonably estimated total production volumes attributable to the well or wells using such facilities.

If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such comparable arm's-length sales price shall be less any Post Production Costs applicable to the specific arm's-length transaction that is utilized.

7. Pooling. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or

OIL & GAS LEASE

...completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the completion interval in the reservoir exceeds the vertical component in such interval. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly.

8. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production from a unit. Upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

9. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

10. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

11. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered thereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

12. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

13. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

14. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

15. **Indemnity.** Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

16. **Other Provisions.** Additional terms of this Lease are set forth on Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

WITNESSES AND/OR ATTESTATIONS: _____ _____ _____	LESSOR (WHETHER ONE OR MORE) _____ Charles W. Conwell _____ _____ Lois A. Conwell	SS NO. OR TAX ID _____ _____ _____
---	--	---

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.
 Name: Sandra J. Racer

Prepared by: Sandra J. Racer

OIL & GAS LEASE

Provisions: Exhibit A

1. Lessee (R & S Drilling, Inc) maintains first right of refusal for any and all additional acreage the Lessor would like to lease for as long as the lease is in full force and effect.
2. An extension shall be granted to the Lessee for a term of two years at \$15.00 per acre at the end of the original 2 year lease.

By: _____
(Jack Racer)

(Charles Conwell)

(Lois Conwell)

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: 20221523
Issuing Office File Number: 20221523
Property Address: 10707 E Windsor Rd., Selma, IN 47383
Revision Number:

1. **Commitment Date:** June 16, 2022 at 8:00 A.M.

2. **Policy to be issued:**

Proposed Policy Amount

(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 Charles W. Conwell, 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 W. Smith, Authorized Countersignature

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File No. 20221523
ALTA Commitment For Title Insurance Schedule 8-1-16 IN5
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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

TRACT 1

The West Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East, containing 80 acres, more or less. EXCEPTING THEREFROM: All of said real estate that lies South of the ditch that runs through the North end of the above described real estate, containing 67 acres, more or less, which was conveyed to the grantees herein by deed dated November 14, 1980, and recorded November 14, 1980, in Deed Record 1980 page 4387. The Real Estate herein conveyed is estimated to contain 13 acres, more or less.

TRACT 2

All that real estate that lies South of the ditch that runs through the North end of the following described real estate: The West Half of the Northeast Quarter of Section 34, Township 20 North, of Range 11 East, containing 67 acres, more or less.

TRACT 3

24 1/2 acres of equal width off of the North end of the West Half of the Southeast Quarter of Section 34, Township 20 North, Range 11 East.

TRACT 4

A part of the Southeast Quarter of Section 34, Township 20 North, Range 11 East, bounded and described as follows, to-wit: Commencing 49 rods South of the Northeast corner of said Quarter Section; running thence South with the East line thereof 40 rods; thence West across said Quarter Section 160 rods; thence North with the West line of said Quarter Section 40 rods; thence East 160 rods to the place of beginning, containing 40 acres, more or less. EXCEPTING THEREFROM the following described real estate: Beginning at a point in the East line of the Southeast Quarter of Section 34, Township 20 North, Range 11 East, 1167 feet South of the Northeast corner of the said Southeast Quarter; thence South on the aforesaid East line of the said Southeast Quarter, 301.5 feet; thence West with an interior angle of 89 degrees 43 minutes 289 feet; thence North parallel with the aforesaid East line of the Southeast Quarter 301.5 feet; thence East 289 feet to the point of beginning. Said exception estimated to contain 2 acres, more or less.

TRACT 5

A part of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East, more particularly described as follows, to-wit:

All of the East Half of the Northeast Quarter except 20 acres of equal width off of the entire South side, estimated to contain 60.0 acres, more or less.

ALSO EXCEPT: Beginning at the Northeast corner of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East; thence South on the East line of the said East Half of the Northeast Quarter 246.0 feet; thence West parallel with the North line of the said East Half of the Northeast Quarter 177.07 feet; thence North parallel with the East line of the said East Half of the Northeast Quarter 246.0 feet to the North line of the said East Half of the Northeast Quarter; thence East on the said North line 177.07 feet to the point of beginning. Estimated to contain 1.000 acre, more or less.

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
Fidelity National Title Insurance Company

ALSO EXCEPT: A part of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East in Perry Township, Delaware County, Indiana, described as follows: Beginning at a nail set on the East line of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East, said nail being South 00 degrees 00 minutes 00 seconds 631.00 feet (assumed bearing) from a nail at the Northeast corner of said Half-Quarter Section; thence South 00 degrees 00 minutes 00 seconds 247.00 feet to a nail; thence South 88 degrees 51 minutes 33 seconds West 353.00 feet to a 5/8 inch rebar; thence North 00 degrees 00 minutes 00 seconds 247.00 feet to a 5/8 inch rebar; thence North 88 degrees 51 minutes 33 seconds East 353.00 feet to the point of beginning, containing 2.00 acres, more or less.

EXCEPTING: A part of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East in Perry Township, Delaware County, Indiana, described as follows: Beginning at a nail on the East line of the East Half of the Northeast Quarter, said nail being South 00 degrees 00 minutes 00 seconds 878.00 feet (assumed bearing) from a nail at the Northeast corner of said Half-Quarter Section; thence South 00 degrees 00 minutes 00 seconds 78.37 feet to a nail; thence South 88 degrees 51 minutes 33 seconds West 669.41 feet to a 5/8 inch rebar; thence North 00 degrees 00 minutes 00 seconds 325.37 feet to a 5/8 inch rebar; thence North 88 degrees 51 minutes 33 seconds East 316.41 feet to a 5/8 inch rebar; thence South 00 degrees 00 minutes 00 seconds 247.00 feet to a 5/8 inch rebar; thence North 88 degrees 51 minutes 33 seconds East 353.00 feet to the point of beginning, containing 3.00 acres, more or less.

EXCEPTING: A part of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East, in Perry Township, Delaware County, Indiana, described as follows: Commencing at an existing 1/2 inch rebar found at the Northeast corner of the Northeast Quarter of Section 34, Township 20 North, Range 11 East, thence South 00 degrees 00 minutes 00 seconds East (assumed bearing) 1668.89 feet to the point of beginning; thence South 00 degrees 00 minutes 00 seconds East 30.00 feet; thence South 89 degrees 59 minutes 28 seconds West 339.08 feet to a 5/8 inch rebar set; thence North 89 degrees 49 minutes 58 seconds West 990.47 feet to a 5/8 inch rebar set; thence North 00 degrees 00 minutes 09 seconds East 307.54 feet to a 5/8 inch rebar set; thence South 89 degrees 49 minutes 58 seconds East 992.52 feet to a 5/8 inch rebar; thence South 00 degrees 23 minutes 07 seconds West 277.54 feet; thence North 89 degrees 59 minutes 28 seconds East 338.88 feet to the point of beginning, containing 7.23 acres, more or less.

TRACT 6

A part of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East, more particularly described as follows: 20 acres of equal width off the entire South side of the East Half of the Northeast Quarter of Section 34, Township 20 North, Range 11 East.

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
Fidelity National Title Insurance Company

Requirements

File No.: 20221523

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 Linda J. Hiatt, as Personal Representative of the Estate of Charles W. Conwell, deceased to "BUYER".
 - B. Pay and release mortgage executed from Charles W. Conwell and Lois A. Conwell a/k/a Lois Ann Conwell, husband and wife to JPMorgan Chase Bank, NA, in the sum of \$65,000.00, dated April 24, 2006 and recorded May 8, 2006 in Instrument No. 2006R09590. (Parcel 5)
 - C. A statement must appear in the deed attesting to the death of Lois A. Conwell a/k/a Lois Ann Conwell, who held title with Charles W. Conwell as tenants by the entireties.
 - D. We require that the right of first refusal and option to purchase set forth in the Last Will and Testament of Charles W. Conwell, deceased, be released by the specified parties and filed under Cause No. 18C01-2202-EU-000028.

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.

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.

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY

Fidelity National Title Insurance Company

Requirements

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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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.: 20221523

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 2021 in the amount of \$1,159.64 each installment due May 10 and November 10, 2022. May installment PAID. November installment PAID. Taxes for the year 2022 due and payable in 2023 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-12-34-200-001.000-020 (Parcel 1)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National 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; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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

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PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

9. White River East annual ditch assessment in the sum of \$13.00 per year, recorded in Ditch No. 038, next installment due May 10, 2023. (Parcel 1)
10. Storm Water assessment in the sum of \$11.40 per year, next installment due May 10, 2023. (Parcel 1)
11. Taxes for the year 2021 in the amount of \$726.28 each installment due May 10 and November 10, 2022. May installment PAID. November installment PAID. Taxes for the year 2022 due and payable in 2023 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-12-34-200-003.000-020 (Parcel 2)
12. White River East annual ditch assessment in the sum of \$67.00 per year, recorded in Ditch No. 038, next installment of \$33.50 due May 10, 2023. (Parcel 2)
13. Taxes for the year 2021 in the amount of \$270.32 each installment due May 10 and November 10, 2022. May installment PAID. November installment PAID. Taxes for the year 2022 due and payable in 2023 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-12-34-400-001.000-020 (Parcel 3)
14. White River East annual ditch assessment in the sum of \$24.50 per year, recorded in Ditch No. 038, next installment due May 10, 2023. (Parcel 3)
15. Taxes for the year 2021 in the amount of \$480.77 each installment due May 10 and November 10, 2022. May installment PAID. November installment PAID. Taxes for the year 2022 due and payable in 2023 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-12-34-400-002.000-020 (Parcel 4)
16. White River East annual ditch assessment in the sum of \$38.00 per year, recorded in Ditch No. 038, next installment of \$19.00 due May 10, 2023. (Parcel 4)
17. Taxes for the year 2021 in the amount of \$352.44 each installment due May 10 and November 10, 2022. May installment PAID. November installment PAID. Taxes for the year 2022 due and payable in 2023 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-12-34-200-002.000-020 (Parcel 5)
18. White River East annual ditch assessment in the sum of \$46.78 per year, recorded in Ditch No. 038, next installment of \$23.39 due May 10, 2023. (Parcel 5)
19. Taxes for the year 2021 in the amount of \$268.61 each installment due May 10 and November 10, 2022. May installment PAID. November installment PAID. Taxes for the year 2022 due and payable in 2023 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 18-12-34-200-004.000-020 (Parcel 6)

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File No. 20221523

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

Page 2 of 3



PRELIMINARY TITLE

ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
Fidelity National Title Insurance Company

Exceptions

20. White River East annual ditch assessment in the sum of \$20.00 per year, recorded in Ditch No. 038, next installment due May 10, 2023. (Parcel 6)
21. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
22. 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.
23. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.
24. Deed of Easement by and between Rutherford H. Denton and Hattie Denton and Indiana & Michigan Electric Company dated September 8, 1952 and recorded October 16, 1952 in Deed Record 334 page 146, size and location unspecified.
25. Utility easement to Indiana General Service Company recorded in Deed Record 236 page 9, size and location undetermined. (Tracts 5-6)
26. Paid Up Oil and Gas Lease by and between Charles Conwell and R & S Drilling, Inc. dated December 5, 2013 and recorded February 4, 2014 in Instrument No. 2014R01213. (Tract 5)
27. Oil and Gas Lease by and between Charles W. Conwell and Lois Ann Conwell, husband and wife and Morgan Energy Corporation dated September 1, 1981 and recorded October 15, 1981 in Mineral, Oil and Gas Record 1981 page 114-115, assigned to Beard Oil Company dated October 26, 1981 and recorded November 24, 1981 in Mineral, Oil and Gas Record 1981 pages 132-134. (Tracts 1-4)
28. Oil and Gas Lease by and between Charles W. and Lois A. Conwell and R & S Drilling, Inc. dated April 11, 2008 and recorded July 22, 2008 in Instrument No. 2008R15882. (Tracts 1-4, 6)

JLS/kll

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File No. 20221523

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

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PRELIMINARY TITLE



Commitment No. 20221523

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Fidelity National 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; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



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

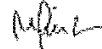
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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>.

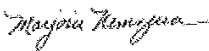
Fidelity National Title Insurance Company



By: 

ATTENT

President



Secretary

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PRELIMINARY TITLE



**IN TITLE
COMPANY**

File No.: 20221523

Mortgage & Homeowner's Association Release Authorization

Property Address: 10707 E Windsor Rd., Selma, IN 47383

Owner(s): _____ If none

First Mortgage Lender: _____ check here

Account Number: _____ Phone Number: _____

Second Mortgage Lender or Line of Credit: _____ If none
check here

Account Number: _____ Phone Number: _____

Homeowner's Association Contact: _____ If none
check here

Phone Number: _____

I (We), the owners of the above mentioned property, authorize you to release all mortgage and payoff information to IN Title Company.

Owner

Owner

Social Security Number

Social Security Number

IMPORTANT INFORMATION

Regarding customer's written authorization. As a result of the Gramm-Leach-Bliley Act of 1999, Title V, which was signed into law by President Clinton, there are new procedures in regards to quoting payoffs for unaffiliated third parties. Under this new law and its implementing rules (Regulation P), a mortgage loan services can no longer share customer information with unaffiliated third parties, without the customer's consent. This includes payoffs on a customer account. To learn more about the Gramm-Leach-Bliley Act of 1999, go to www.firstgov.com type the Bill name into the search function.

IN Title Company
200 E. Washington St.
Muncie, IN 47305
Ph: (765) 286-4842
Fax: (765) 289-6177



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

