

**AGRICULTURE LAND
& BUILDING SITE**

INDIANA
Auction

STEUBEN COUNTY

**43.5[±]
ACRES**

IN 3 TRACTS

INFORMATION

Booklet

MONDAY, OCTOBER 24 • 6PM

AT SUTTON'S DELI, ANGOLA • ONLINE BIDDING AVAILABLE



Disclaimer

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

*Auction
Manager*

Robert Mishler • 260.336.9750 • robert@schraderauction.com



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606 | www.schraderauction.com

Follow us and download our Schrader iOS app



BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Soils Map & Productivity Information

Topography Map

FSA Information

Preliminary Title

Property Photos



BIDDER PRE-REGISTRATION FORM

MONDAY, OCTOBER 24, 2022
43.5± ACRES – ANGOLA, 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 Monday, October 17, 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
43.5± Acres • Steuben County, Indiana
Monday, October 24, 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 Monday, October 24, 2022 at 6:00 PM. (EST)
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, Monday, October 17, 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.

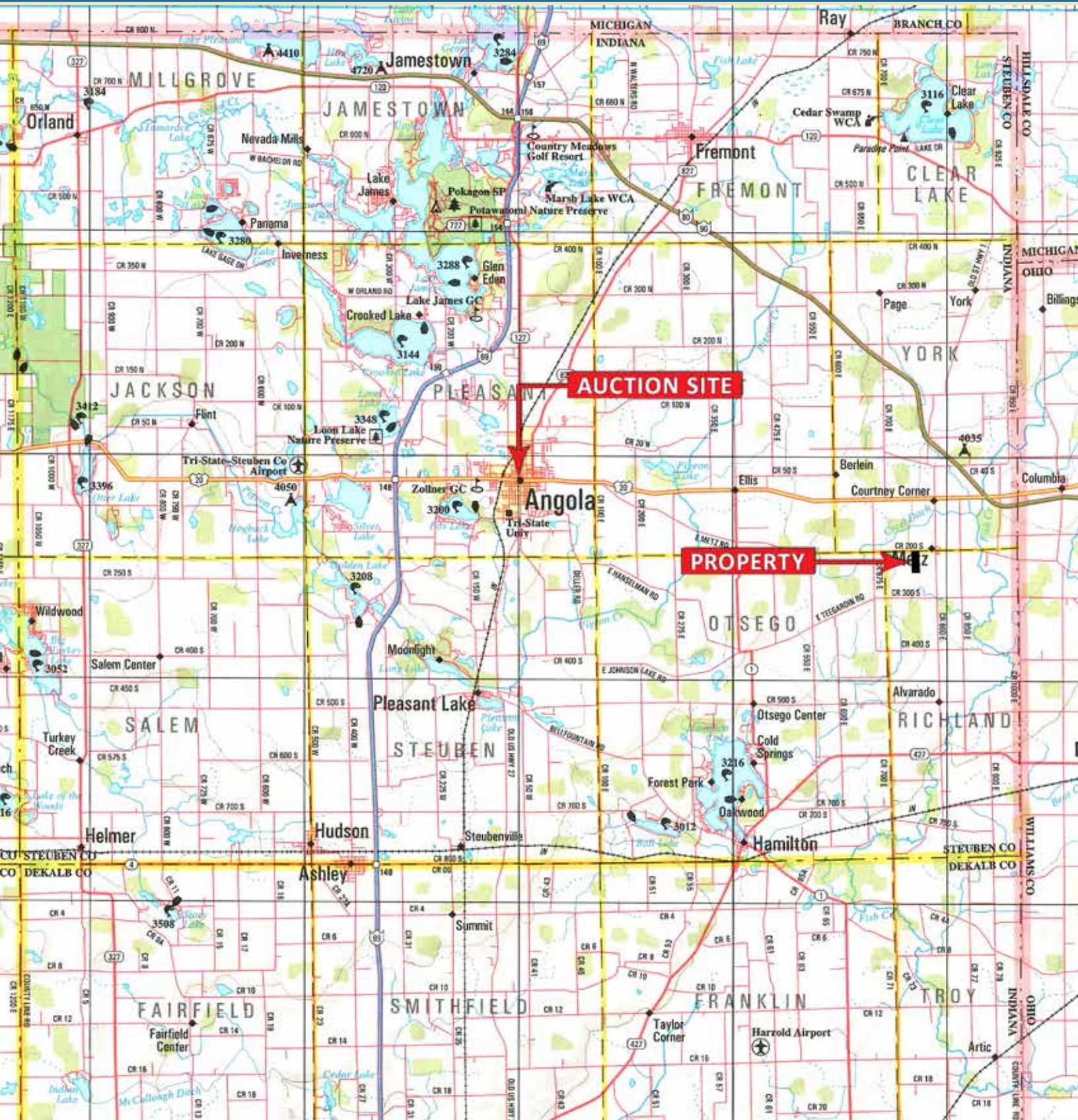
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 MAP

LOCATION MAP



AUCTION SITE: Sutton's Deli 140 N Public Square, Angola, IN 46703

PROPERTY LOCATION: Travel 1 mile east of Angola on US 20 to Metz Rd, then approx. 6.5 miles on Metz Rd to property on south side of the road. Or 1/4 mile west of the town of Metz.
7575 E Metz Rd, Angola, IN 46703

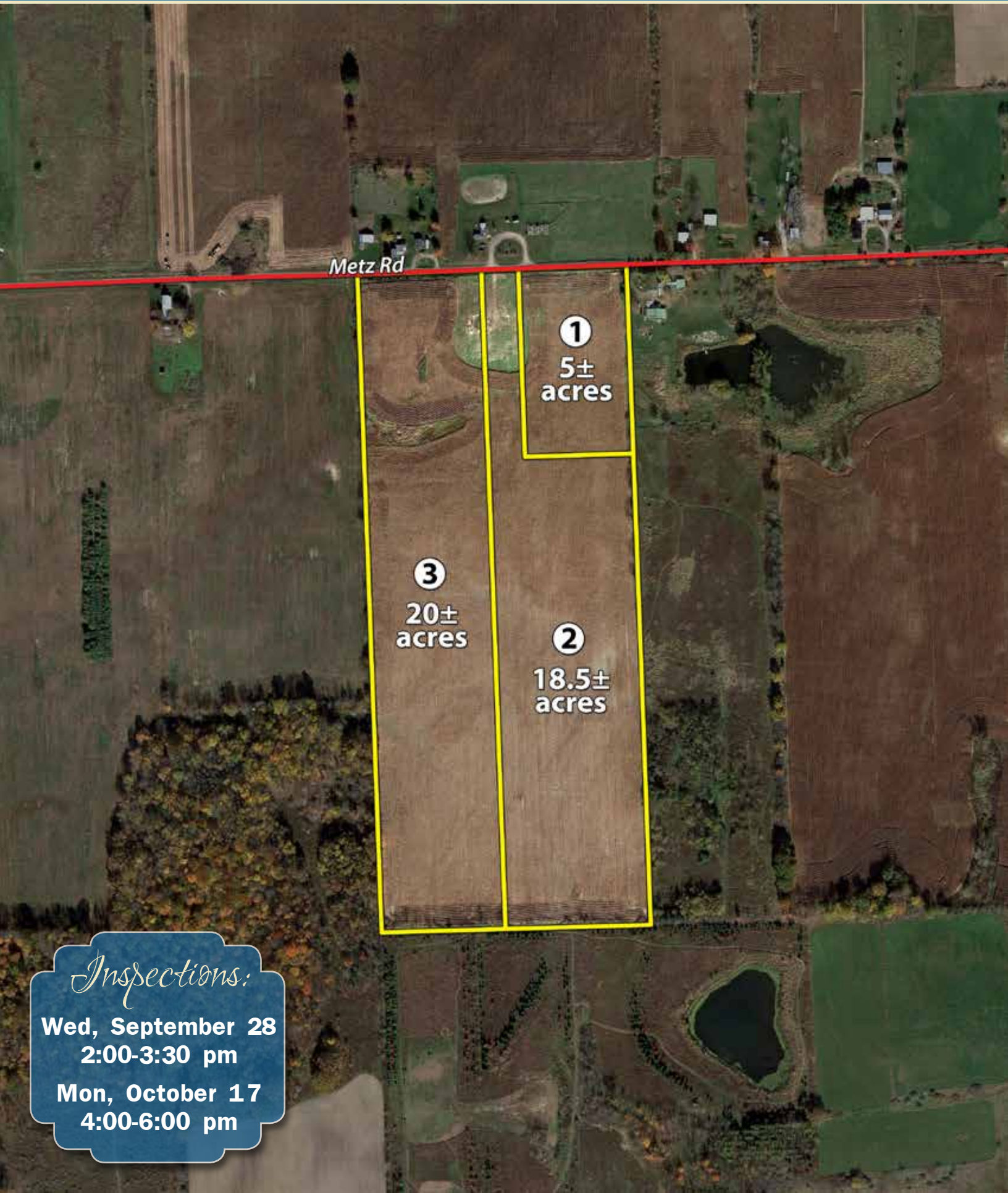


ONLINE BIDDING AVAILABLE

You may bid online during the auction at www.schraderauction.com. You must be registered **One Week in Advance of the Auction** to bid online. For more information call Schrader Auction Co. - 800.451.2709.

TRACT MAP

TRACT MAP



Inspections:

Wed, September 28
2:00-3:30 pm

Mon, October 17
4:00-6:00 pm

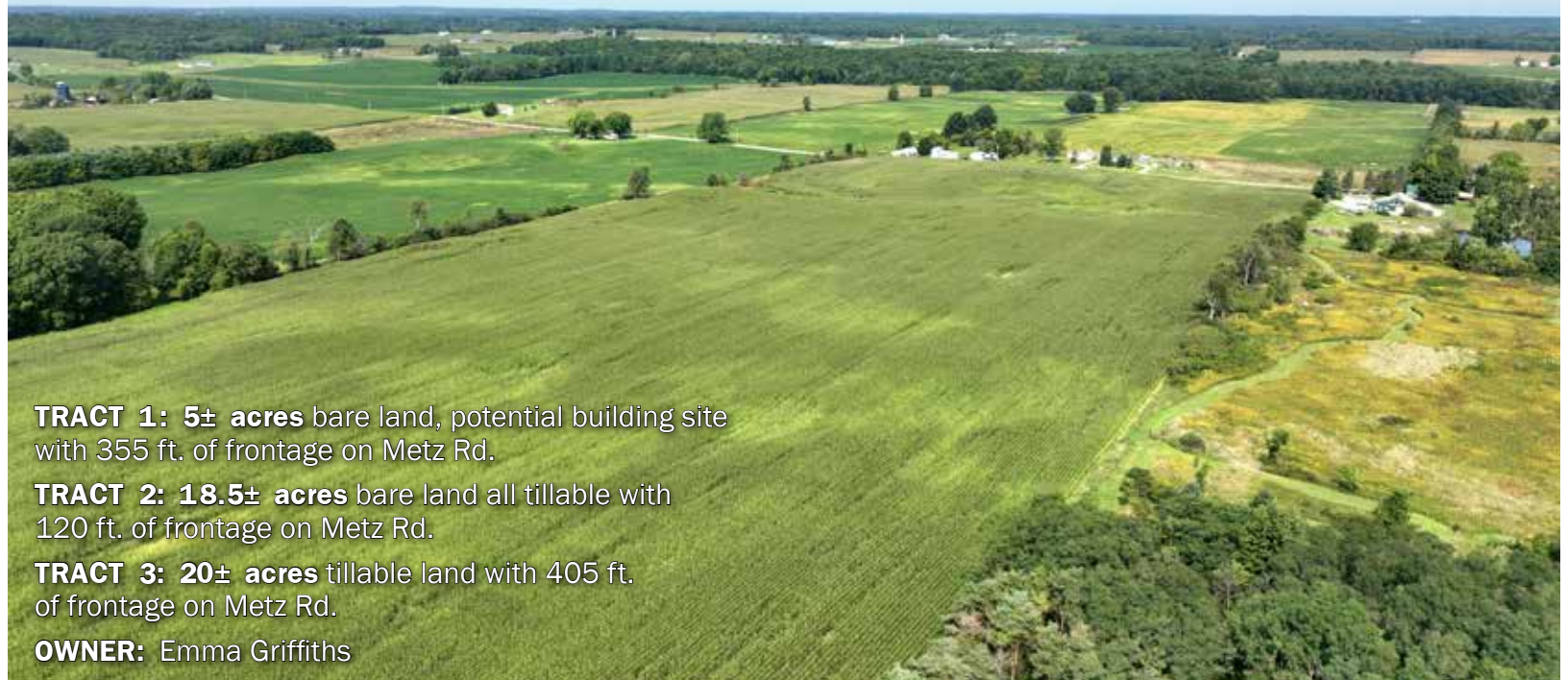
TRACT DESCRIPTIONS

STEBEN COUNTY
43.5[±]
ACRES
 IN 3 TRACTS

**AGRICULTURE LAND
 & BUILDING SITE**
 MONDAY, OCTOBER 24 • 6PM

INDIANA
Auction

RICHLAND TOWNSHIP SECTION 13 • HAMILTON COMMUNITY SCHOOLS
SOIL TYPES - Mostly Whitaker Loam, Del Rey Silty Loam, Glynwood loam,
 Metea Loamy Sand, Walkkill Silt Loam



TRACT 1: 5± acres bare land, potential building site with 355 ft. of frontage on Metz Rd.

TRACT 2: 18.5± acres bare land all tillable with 120 ft. of frontage on Metz Rd.

TRACT 3: 20± acres tillable land with 405 ft. of frontage on Metz Rd.

OWNER: Emma Griffiths

AUCTION TERMS & PROCEDURES

PROCEDURES: The property will be offered in 3 individual tracts, any combination of tracts, or as a total 43.5± 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.

10% down payment on the day of the auction with the balance in cash at closing. The down payment may be made in the form of cash, cashiers 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: Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

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

DEED: Sellers shall provide Corporate Warranty Deed sufficient to convey insurable title to the real estate. Real estate is sold subject to all rights of way, legal highways, leases, easements of public record, & all other matters of public record.

CLOSING: The targeted closing date will be approximately 30 days after the auction. The balance of the real estate purchase price is due at closing.

POSSESSION: After harvest of crops. Buyer(s) to receive 2023 crop rights.

REAL ESTATE TAXES: Seller to pay 2022 taxes due and payable in 2023. Buyer to assume all taxes thereafter.

ACREAGE: All tract acreages, dimensions, & proposed boundaries are approximate & have been estimated based on county tax parcel data, county GIS and/or aerial mapping.

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 or where Seller otherwise determines a survey is appropriate. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder(s) shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. If Seller determines a survey is needed, combined purchases will receive a perimeter survey only. Final sales price shall be adjusted to reflect any difference between advertised & surveyed acres.

AGENCY: Schrader Real Estate and 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 "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. 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 Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as the person's credentials, fitness, etc. All decision of the Auctioneer is final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.

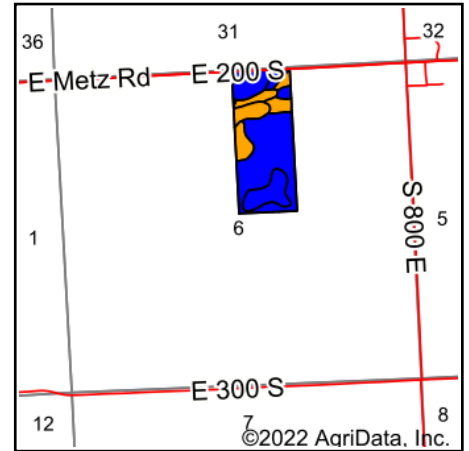
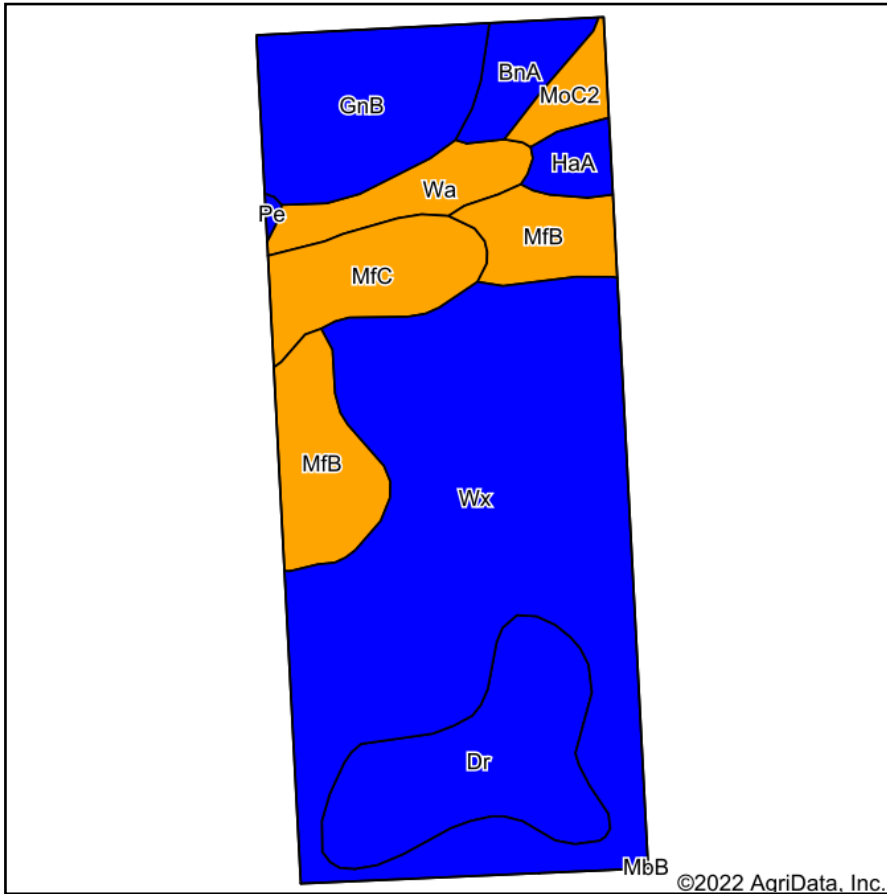
Auction Manager
Robert Mishler
 260.336.9750
 800.451.2709
 SchraderAuction.com

SCHRADER
 THE ORIGINAL MULTI-TRACT AUCTIONS

TIMED ONLINE ONLY
 VIRTUAL
 LIVE WITH ONLINE

SOILS MAP

SOILS MAP



State: **Indiana**
 County: **Steuben**
 Location: **6-36N-15E**
 Township: **Richland**
 Acres: **43.51**
 Date: **8/24/2022**



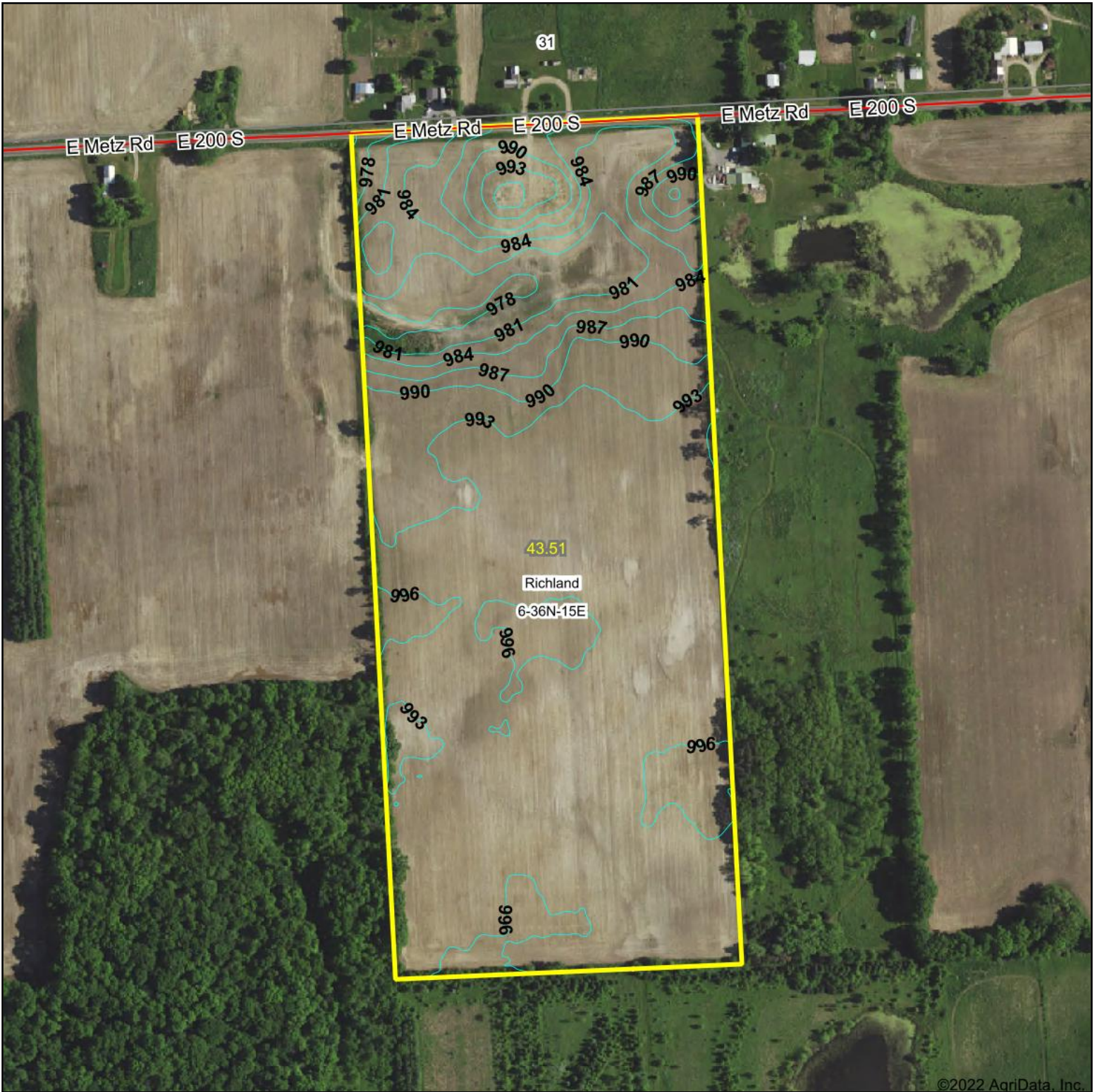
Area Symbol: IN151, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
Wx	Whitaker loam	21.01	48.3%		IIw	140	20	5			9	46	63
Dr	Del Rey silt loam	5.63	12.9%		IIw	126	17	5			8	41	57
GnB	Glynwood silt loam, 2 to 6 percent slopes	4.82	11.1%		Ile	133		4	8			46	60
MfB	Metea loamy sand, 1 to 6 percent slopes	4.41	10.1%		IIIe	110	18	4			7	39	55
MfC	Metea loamy sand, 6 to 12 percent slopes	2.79	6.4%		IIIe	100	16	3			7	35	50
Wa	Walkill silt loam	1.81	4.2%		IIIw	165	23	5			11	49	66
BnA	Blount silt loam, 0 to 2 percent slopes	1.32	3.0%		IIw	141	1	5	9	4		46	63
MoC2	Morley silt loam, 6 to 12 percent slopes, eroded	0.86	2.0%		IIIe	118	16	4	8			41	53
HaA	Haskins loam, 0 to 3 percent slopes	0.79	1.8%		IIw	158		5	11			59	62
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	0.07	0.2%		IIw	157		5	11			47	64
Weighted Average					2.23	132.8	16	4.6	1.5	0.1	7	44.2	60.2

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

TOPOGRAPHY MAP



SCHRADER
Real Estate and Auction Company, Inc.

Maps Provided By
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2021 www.AgriDataInc.com

Source: USGS 3 meter dem
Interval(ft): 3.0
Min: 974.7
Max: 997.8
Range: 23.1
Average: 991.5
Standard Deviation: 5.35 ft

0ft 395ft 790ft



8/24/2022

6-36N-15E
Steuben County
Indiana

Map Center: 41° 36' 45.17, -84° 50' 45.54

FSA INFORMATION

FSA INFORMATION

INDIANA
STEUBEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 4285
Prepared : 8/30/22 1:35 PM
Crop Year : 2022

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : WILLIBEY BROS PARTNERSHIP
18-151-129, 18-151-476, 18-151-1043, 18-151-1103, 18-151-1285, 18-151-1378, 18-151-1626, 18-151-1732,
18-151-3814, 18-151-4065, 18-151-4285, 18-151-4303, 18-151-4497, 18-151-4594, 18-151-4897, 18-151-5029,
18-151-5032, 18-151-5034, 18-151-5122, 18-151-5312, 18-151-5391, 18-151-5565, 18-151-5666, 18-151-5667,
18-151-5935, 18-151-6247, 18-151-6248, 18-151-6404, 18-151-6479, 18-151-6589

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
99.78	92.15	92.15	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag.Rel. Activity	Broken From Native Sod
0.00	0.00	92.15	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	14.10	0.00	39	
Corn	43.90	0.00	149	0
Soybeans	8.40	0.00	43	0
TOTAL	66.40	0.00		

NOTES

--

Tract Number : 1705

Description : K5/2B SEC 6 T36N R15E

FSA Physical Location : INDIANA/STEUBEN

ANSI Physical Location : INDIANA/STEUBEN

BIA Unit Range Number :

HEL Status : HEL determinations not completed for all fields on the tract

Wetland Status : Tract contains a wetland or farmed wetland

WL Violations : None

Owners : EMMA V GRIFFITHS

Other Producers : None

Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
43.07	42.66	42.66	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Rel Activity	Broken From Native Sod
0.00	0.00	42.66	0.00	0.00	0.00	0.00	0.00

FSA INFORMATION

INDIANA
STEUBEN
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 4285
Prepared : 8/30/22 1:35 PM
Crop Year : 2022

Abbreviated 156 Farm Record

Tract 1705 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	6.10	0.00	39
Corn	16.20	0.00	149
Soybeans	3.50	0.00	43
TOTAL	25.80	0.00	

NOTES

Tract Number : 11398

Description : G5/1A Sec 25 T37N R13E
FSA Physical Location : INDIANA/STEUBEN
ANSI Physical Location : INDIANA/STEUBEN
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : EMMA V GRIFFITHS
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
56.71	49.49	49.49	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	49.49	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	8.00	0.00	39
Corn	27.70	0.00	149
Soybeans	4.90	0.00	43
TOTAL	40.60	0.00	

NOTES

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.

FSA INFORMATION

USDA Farm 4285 Tract 1705

Map prepared on: 9/5/2019

Administered by: Steuben County, Indiana

43.07 Tract acres
 42.66 Cropland acres
 0 CRP acres

□ CRP

□ CLU

Steuben Co., IN

Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

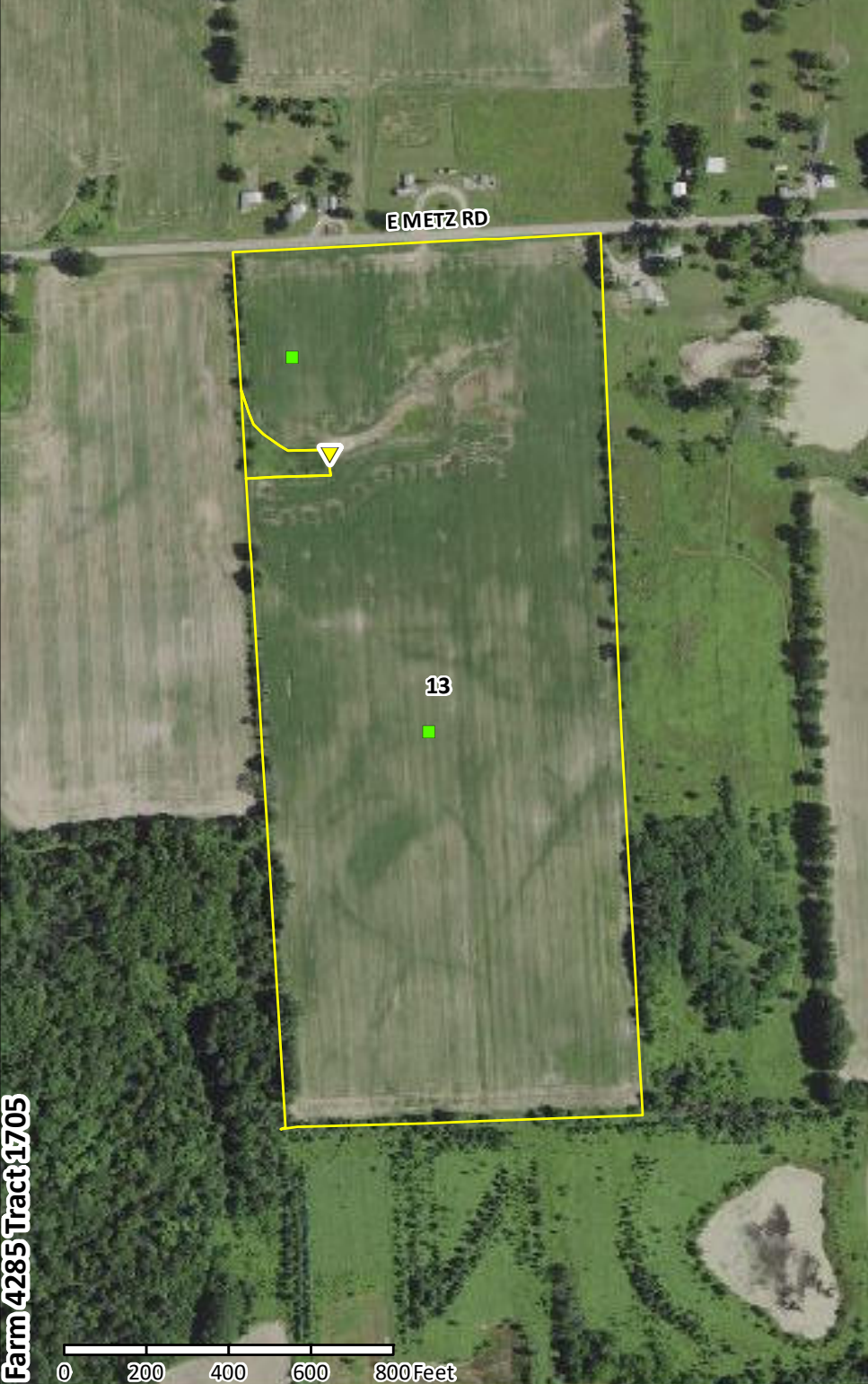
■ Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2018 imagery; IDHS or Dynamap roads; FSA data 2019-09-03 10:57:23

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted

CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
13	42.66	H	2					Y



Farm 4285 Tract 1705

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

PRELIMINARY TITLE

PRELIMINARY TITLE



CHICAGO TITLE
INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO 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 EXTRACONTRACTUAL 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, Chicago 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 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By: 
Randy Quirk
President

ATTEST 
Marjorie Nemura
Corporate Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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

- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

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

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE



CHICAGO TITLE
INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Book Title Company, Inc.
Issuing Office: 207 Hoosier Drive, Ste. 1, Angola, IN 46703
Issuing Office's ALTA® Registry ID: 1213076
Loan ID No.:
Commitment No.: 2022-0075-1
Issuing Office File No.: 2022-0075
Property Address: Bare Ground @ 7575 E Metz Road, Angola, IN 46703

SCHEDULE A

1. Commitment Date: August 16, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy (06/17/06)
Proposed Insured: T.B.D.
Proposed Policy Amount: TBD
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured: T.B.D.
Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Emma V. Griffiths
5. The Land is described as follows:
Forty-three (43) acres of land off the West side of the Northeast fractional quarter of Section Six (6), Township Thirty-six (36) North, Range Fifteen (15) East.

Date: August 30, 2022
Book Title Company, Inc.

Jennifer K. Book, President

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE



CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Warranty Deed from Emma V. Griffiths to T.B.D..

Mortgage from T.B.D. to T.B.D., securing the principal amount of \$0.00.

5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements and exceptions.
6. **NOTE: The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retractive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.**
7. NOTE: The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the company nor its agent, assume or accept any responsibility for loss, damage, cost, or expense due to, or arising out of the availability of accurate tax information.
8. Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, locate of easements, acreage or other matters shown thereon.
9. NOTE: Any exception contained herein omits any covenant or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

SCHEDULE B

(Continued)

handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

10. Notice: The title company/closing agent may not file real estate tax exemptions with the Steuben County Auditor's Office. It is the responsibility of the property owner. The title company/closing agent assumes no financial responsibility as to unfiled or misfiled exemptions.
11. Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by I.C. 36-2-11-15; "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." {Sign, Print or Type Name}
12. Vendors, (Sellers), Closing Affidavit to be furnished to this office.
13. NOTE: Compliance with I.C. 6-1.1-5.5-1 et seq., and as amended, which provides for the filing of a Sales Disclosure Form, which must accompany the required conveyance, may be required in order to make said conveyance eligible for recordation.
14. NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000.00 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000.00 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.00.
15. Mortgages Affidavit to be furnished to this office.
16. The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Record or is created, attaches, or is disclosed between the Commitment Date and the date in which all of the Schedule B, Part I-Requirements are met.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

SCHEDULE B (Continued)

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 encroachment, 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 or hereafter 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.
7. All assessments and taxes due in, and thereafter. Taxes for 2021, due and payable in the year 2022:

Parcel #76-09-06-000-005.000-013
Brief Legal Description: W PT NE1/4 Sec 6 (42.88 ac)
Land Value: \$89,600.00
Improvements: \$0.00
Exemptions: \$0.00
Richland Twp 1st Installment: \$479.48 - PAID
Richland Twp 2nd Installment: \$479.48 - UNPAID
Fish Creek 1 1st Installment: \$26.21 - PAID
Fish Creek 1 2nd Installment: \$26.21 - UNPAID
Garrett-Walker 1st Installment: \$18.75 - PAID
Garrett-Walker 2nd Installment: \$18.75 - PAID

8. Taxes for 2022, due and payable in the year 2023, which became a lien on January 1, 2022, and which are not yet due and payable.
9. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
10. Easements or claims of easements not recorded in the public records.
11. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
12. Rights of others to use that portion of the subject real estate which lies within the right-of-way of public roads and/or highways.
13. Any governmental limitations or regulations respecting access to abutting roads, streets, or highways.
14. Possible rights of tile and/or drainage ditches.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago 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.*

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

SCHEDULE B

(Continued)

15. A Judgment search has been made against Emma V. Griffiths, for the past Ten (10) years and NONE FOUND.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by **Chicago 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.*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PROPERTY PHOTOS







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

950 North Liberty Drive, Columbia City, IN 46725
800.451.2709 • 260.244.7606 • www.schraderauction.com

