

LAND AUCTION

Miami County, IN

190.5[±] acres

*Offered in 4 Tracts
from 23.5[±] to 72.5[±] acres*



- Productive Tillable Farmland*
- Tremendous Hunting Opportunities*
- Diversified Income Potential*



Wednesday, January 25 at 10am (EST)

held at Akron Community Center, Akron, IN • Online Bidding Available

INFORMATION BOOKLET

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
MANAGERS**

LUKE SCHRADER • 260-229-7089 • luke@schraderauction.com

ARDEN SCHRADER • 260-229-2442 • arden@schraderauction.com



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

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BIDDER PRE-REGISTRATION FORM

WEDNESDAY, JANUARY 25, 2023

190.5± ACRES – MACY, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, January 18, 2023.
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
190.5± Acres • Miami County, Indiana
Wednesday, January 25, 2023**

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, January 25, 2023 at 10:00 AM.(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, Wednesday, January 18, 2023**. 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:

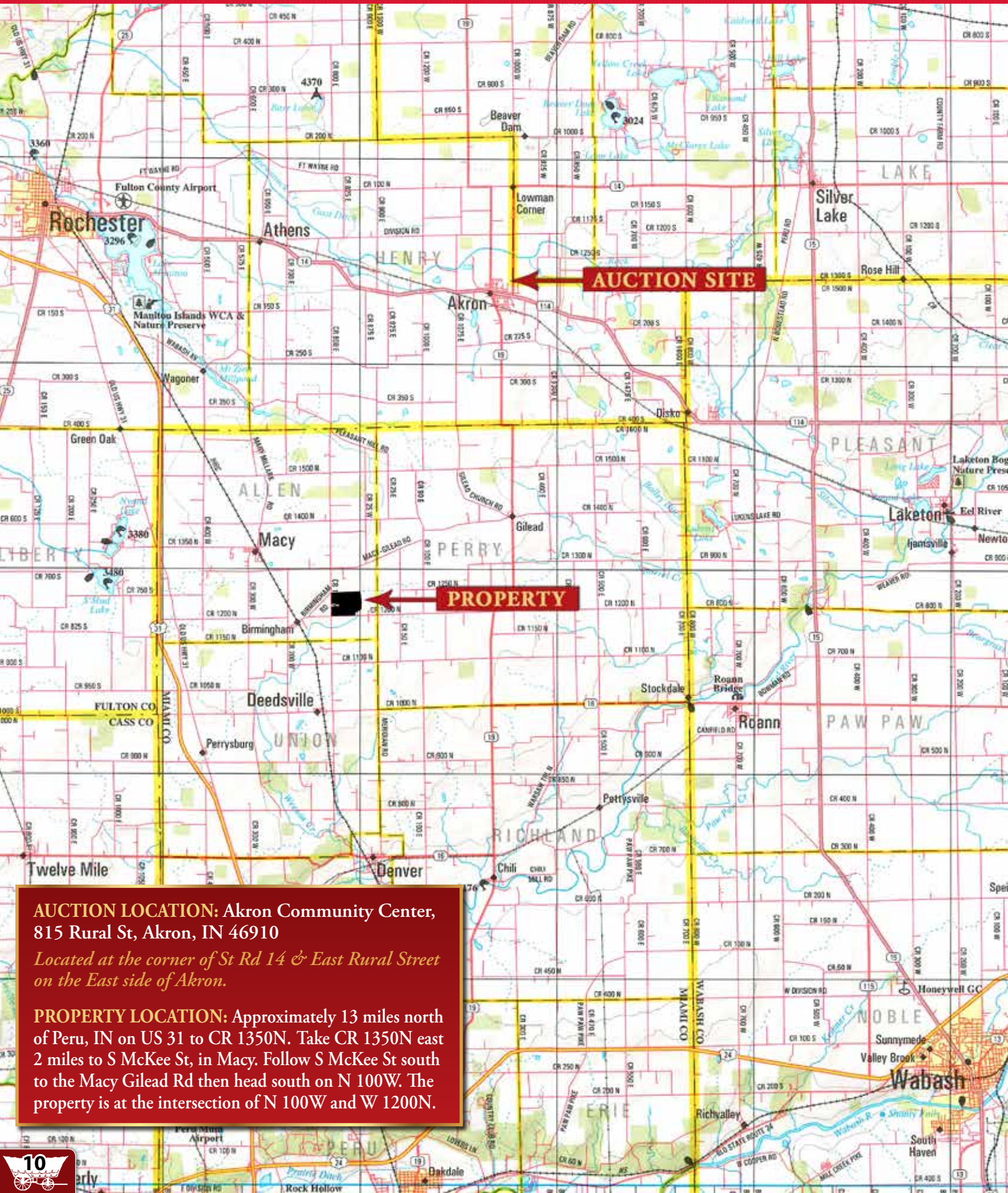
E-mail address of registered bidder: _____

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

PROPERTY

AUCTION LOCATION: Akron Community Center, 815 Rural St, Akron, IN 46910
Located at the corner of St Rd 14 & East Rural Street on the East side of Akron.

PROPERTY LOCATION: Approximately 13 miles north of Peru, IN on US 31 to CR 1350N. Take CR 1350N east 2 miles to S McKee St, in Macy. Follow S McKee St south to the Macy Gilead Rd then head south on N 100W. The property is at the intersection of N 100W and W 1200N.

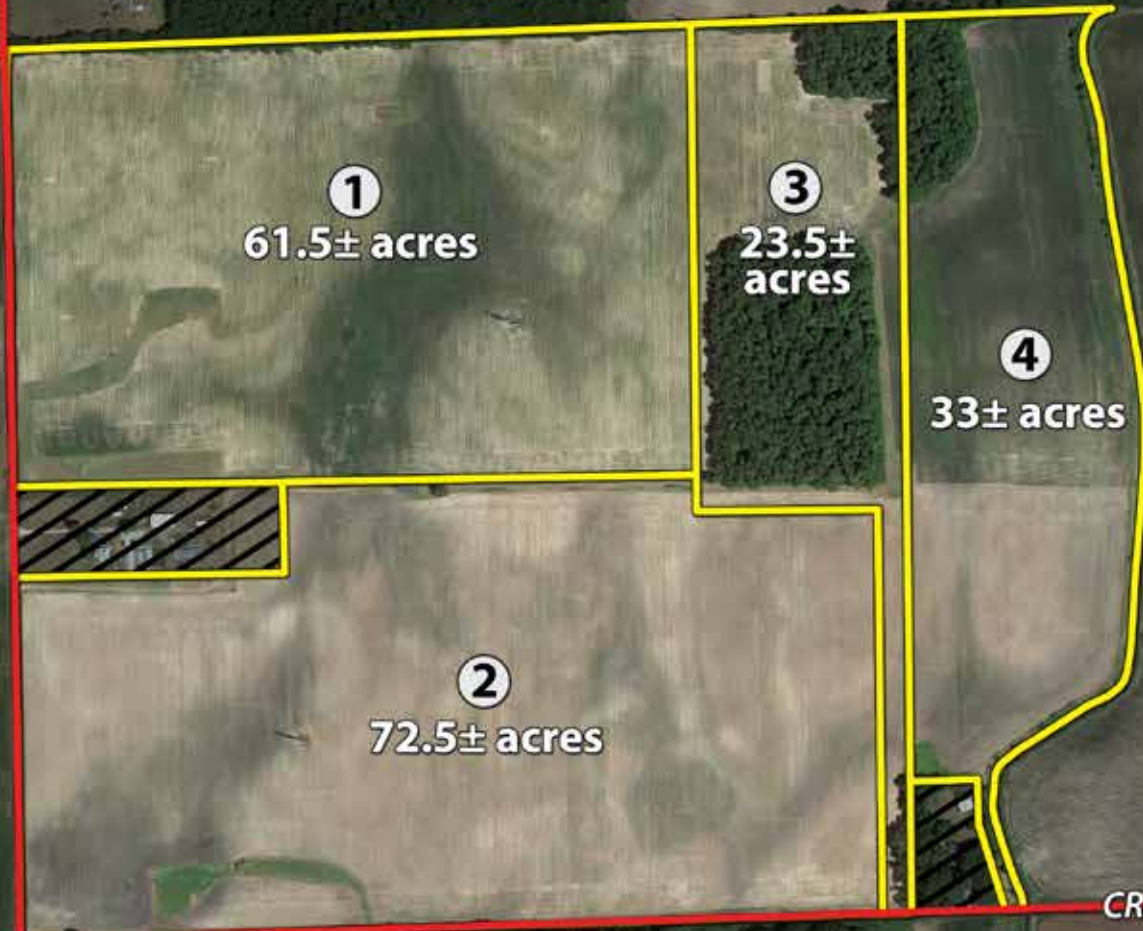
TRACT MAP

TRACT MAP

INSPECTION DATES:

Thursday, January 5 & 19 • 3:00 - 5:00 pm

Meet Schrader representatives at Tract 2.



TRACT DESCRIPTIONS

LAND AUCTION

Miami County, IN

Wednesday, January 25 at 10am (EST)

190.5[±] acres

Offered in 4 Tracts

from 23.5[±] to 72.5[±] acres



The Hamilton Miami County farm is an outstanding opportunity to acquire tillable farmland and woodland in northern Miami County. The farm contains a variety of soils including Metea loamy fine sand, Rensselaer loam, and Gilford sandy loam. Power lines running across a portion of the farm create for diversified income such as possible solar leases which have been active in the local area. The farm has potential for drainage improvements with a ditch running along the east end of the farm. Be sure to inspect this tremendous farm yourself!



TRACT 1: 61.5[±] acres of majority productive tillable farmland. This tract includes some loamier soil types, and would be an excellent tract in combination with Tract 2 creating for a large 135[±] acre field. This tract has power lines running through it creating for diversified income potential such as solar.

TRACT 2: 72.5[±] acres comprised of nearly 100% tillable farmland. This tract has also power lines running through it creating for diversified income potential such as solar. Accessibility is great with road frontage to the west and south ends of the property.

TRACT 3: 23.5[±] acres. Hunters look in! A tremendous hunting tract with seclusion and woodland. Portions of the property are also tillable allowing for cash rent income or food plots.

TRACT 4: 33[±] acres of a diversified tract offering beautiful scenery and woods along with productive tillable farmland. There is a drainage outlet on the east side of the property. Consider combining with Tract 3 for an excellent recreational property!

OWNER: William M. Hamilton Estate

AUCTION TERMS & CONDITIONS:

PROCEDURE: The Miami County property will be offered in 4 individual tracts, any combination of tracts, and as a total 190.5[±] acre unit.

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

ACCEPTANCE OF BID PRICE: The successful bidder will be required to enter into a Purchase Agreement at the auction site immediately following the close of the auction. The final bid price is subject to the Seller's acceptance or rejection.

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

DEED: Seller shall provide Warranty Deed.

CLOSING: The targeted closing date will be 45 days after the auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Seller shall pay 2022 real estate taxes due and payable in 2023. Buyer shall assume any taxes thereafter. Buyer shall assume any ditch and drainage assessments due after closing.

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 has 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 acreages, dimensions and proposed boundaries are approximate and have been estimated based on current legal description and/or aerial photos.

SURVEY: Any need for a new survey shall be determined solely by the Seller.

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.



TIMED ONLINE ONLY

VIRTUAL

LIVE WITH ONLINE

MULTI-TRACT AUCTIONS

800.451.2709

SchraderAuction.com

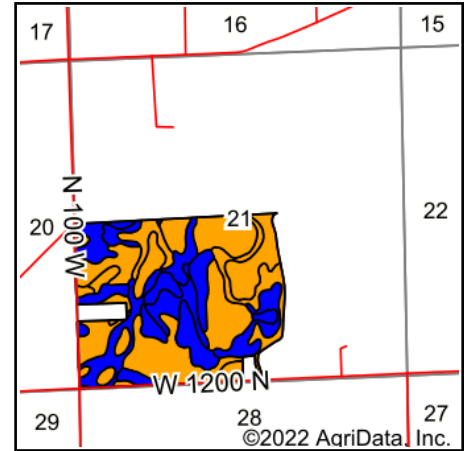
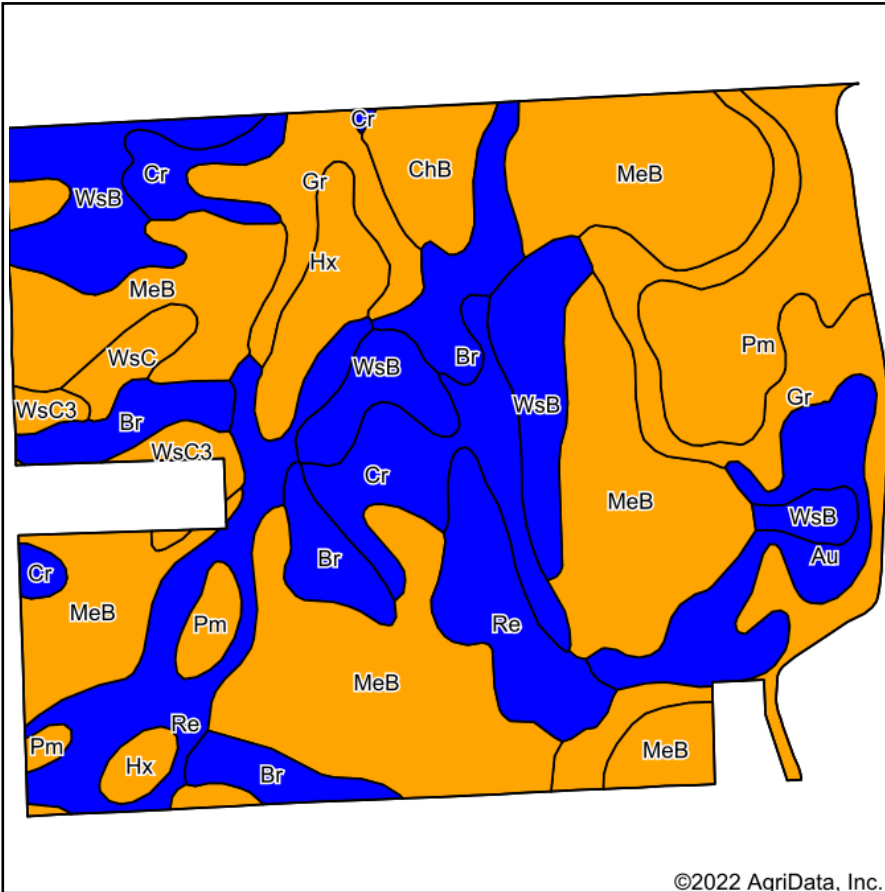
AUCTION MANAGERS

Luke Schrader - 260-229-7089 • Arden Schrader - 260-229-2442



SOILS MAP

SOILS MAP



State: **Indiana**
 County: **Miami**
 Location: **21-29N-4E**
 Township: **Allen**
 Acres: **191.07**
 Date: **8/4/2022**



Maps Provided By



© AgriData, Inc. 2021 www.AgrDataInc.com



Soils data provided by USDA and NRCS.

Area Symbol: IN103, Soil Area Version: 25

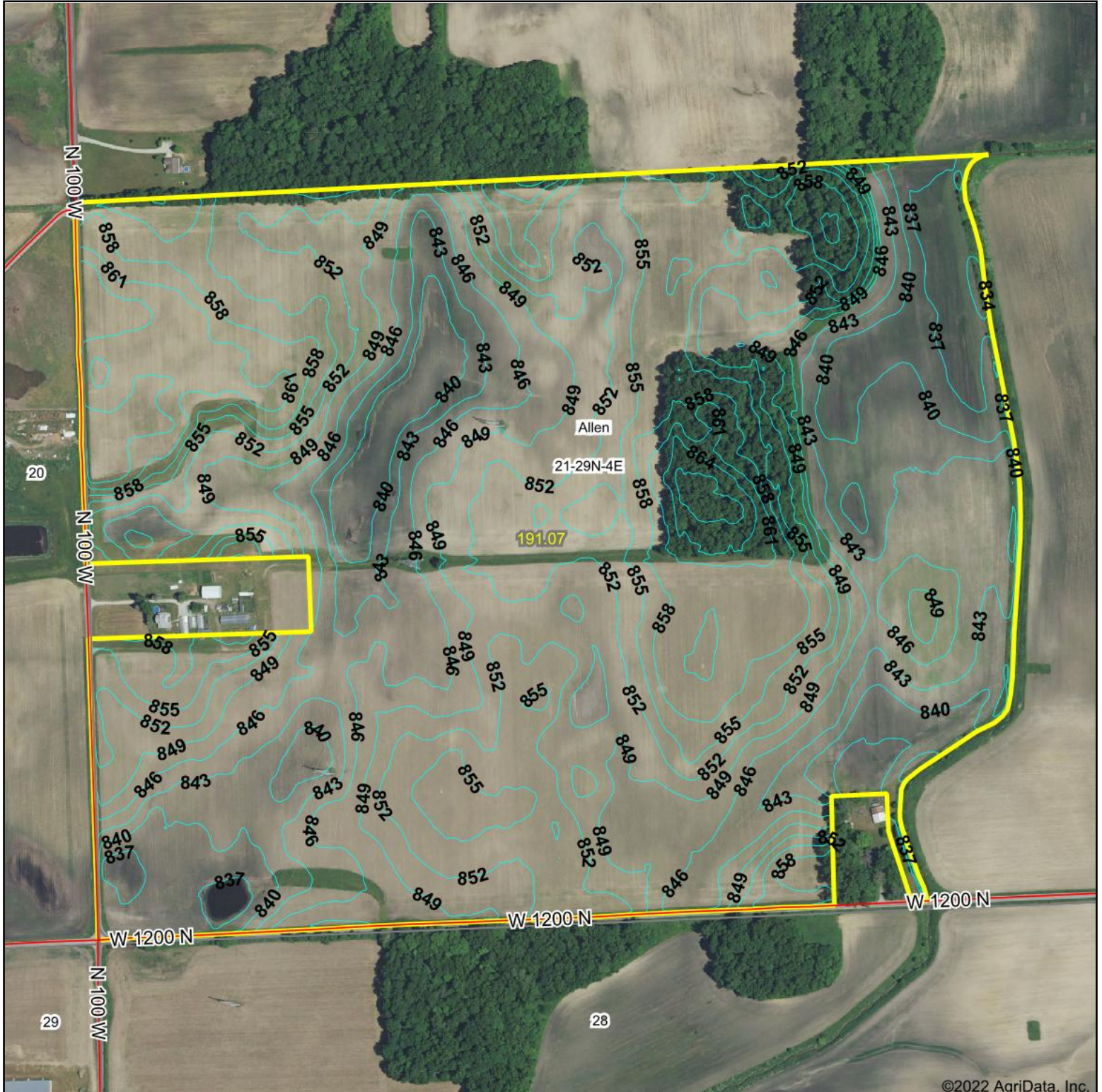
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
MeB	Metea loamy fine sand, 2 to 6 percent slopes	66.20	34.6%		IIIe	110	4	7	39	55
Gr	Gilford sandy loam, till plain, 0 to 2 percent slopes	21.63	11.3%		IIIw	146	5	10	33	59
Re	Rensselaer loam, 0 to 1 percent slopes	18.78	9.8%		IIw	167	6	11	49	68
WsB	Wawasee sandy loam, 2 to 6 percent slopes	18.22	9.5%		Ile	126	5	8	44	63
Pm	Palms muck, drained	14.49	7.6%		IIIw	158	5	11	43	63
Br	Brookston loam	13.81	7.2%		IIw	172	6	12	49	70
Cr	Crosier loam, 0 to 2 percent slopes	12.67	6.6%		IIw	154	5	10	50	69
Au	Aubbeenaubbee sandy loam, 0 to 2 percent slopes	9.52	5.0%		IIw	135	5	9	44	61
Hx	Houghton muck, drained	6.44	3.4%		IIIw	159	5	11	42	64
ChB	Chelsea fine sand, 2 to 9 percent slopes	4.68	2.4%		IIIs	90	3	6	32	41
WsC3	Wawasee loam, 6 to 12 percent slopes, severely eroded	2.45	1.3%		IIIe	125	4	8	44	63
WsC	Wawasee sandy loam, 6 to 12 percent slopes	2.18	1.1%		IIIe	130	4	9	46	65
Weighted Average					2.62	135.1	4.8	8.9	41.9	60.6

Soils data provided by USDA and NRCS.



TOPOGRAPHY MAP

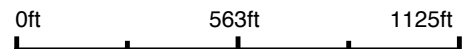
TOPOGRAPHY MAP



©2022 AgriData, Inc.



Source: USGS 3 meter dem
 Interval(ft): 3.0
 Min: 829.5
 Max: 868.9
 Range: 39.4
 Average: 849.8
 Standard Deviation: 7.28 ft



8/4/2022

21-29N-4E
 Miami County
 Indiana

Map Center: 40° 56' 36.69, -86° 5' 21.25

FLOOD ZONE MAP

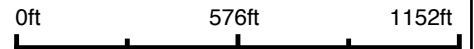
FLOOD ZONE MAP



©2022 AgriData, Inc.



Map Center: 40° 56' 36.69, -86° 5' 21.25



21-29N-4E
Miami County
Indiana



8/4/2022



AgriData, Inc. 2021 www.AgrDataInc.com



Information provided by FEMA

FSA INFORMATION

FSA INFORMATION

INDIANA

MIAMI

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 75

Prepared : 12/12/22 8:36 AM CST

Crop Year : 2023

Operator Name : DENNIS E TILDEN
 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
186.15	173.39	173.39	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	173.39	0.00		0.00		0.00	0.00	0.00

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	167.40	0.00	121	0
Soybeans	5.50	0.00	37	0
TOTAL	172.90	0.00		

NOTES

Tract Number : 821

Description : C3/2A INTERSECTION 100 W & 1200 N
 FSA Physical Location : INDIANA/MIAMI
 ANSI Physical Location : INDIANA/MIAMI
 BIA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Tract contains a wetland or farmed wetland
 WL Violations : None
 Owners : WILLIAM MORRELL HAMILTON ESTATE
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
186.15	173.39	173.39	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	173.39	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	167.40	0.00	121



FSA INFORMATION

INDIANA
MIAMI
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 75
Prepared : 12/12/22 8:36 AM CST
Crop Year : 2023

Tract 821 Continued ...

Soybeans	5.50	0.00	37
TOTAL	172.90	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 75 Tract 821
Administered by: Miami County, Indiana

Map prepared on: 2/25/2022
186.15 Tract acres
173.39 Cropland acres
0 CRP acres

- CRP
- CLU

Wetland Determination Identifiers:

- Restricted Use
- ▽ Limited Restrictions *Miami*
- ☐ Exempt from Conservation Compliance



Source: Primarily USDA NAIP 2020 imagery; IDHS or Dynamap roads; FSA data 2022-02-25 12:35:17



CLU	Acres	HEL	LC	Contract	Prac	Yr	CI
1	173.39	N	2				Y

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

COUNTY PARCEL REPORTS

COUNTY PARCEL REPORT

Elevate



Tax Bill

Parcel Information

Parcel Number 52-02-21-400-003.000-001
 Tax ID 001-35206-00
 Owner Name Hamilton, Wililam Morrell
 Owner Address 6682 Hedgewood Rd Rockford, Il 61108-5631
 Legal Description 001-35206-00 PT WPT SE1/4 21-29-4; 32.98 ACRES; DA 538 01 352 00600

2021 PAY 2022

Deductions

Type	Amount
------	--------

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Allen Township	1st Installment Tax	\$256.65	\$256.65	\$0
Fites-harding Op	1st Installment Tax	\$78.66	\$78.66	\$0
Allen Township	2nd Installment Tax	\$256.65	\$256.65	\$0
Fites-harding Op	2nd Installment Tax	\$78.66	\$78.66	\$0

2020 PAY 2021

Deductions

Type	Amount
------	--------

COUNTY PARCEL REPORT

Elevate

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Allen Township	1st Installment Tax	\$244.68	\$244.68	\$0
Fites-harding Op	1st Installment Tax	\$78.66	\$78.66	\$0
Allen Township	2nd Installment Tax	\$244.68	\$244.68	\$0
Fites-harding Op	2nd Installment Tax	\$78.66	\$78.66	\$0

2019 PAY 2020

Deductions

Type	Amount
------	--------

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Allen Township	1st Installment Tax	\$279.11	\$279.11	\$0
Fites-harding Op	1st Installment Tax	\$78.66	\$78.66	\$0
Allen Township	2nd Installment Tax	\$279.11	\$279.11	\$0
Fites-harding Op	2nd Installment Tax	\$78.66	\$78.66	\$0

Overlay Report

COUNTY PARCEL REPORT

Elevate

Overlay by Landuse and Soil

PIN 18 52-02-21-400-003.000-001
 Total Acreage 33.050
 Total Adj. Acreage 32.980

Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Au	4	Tillable Land	7.004	6.989
Gr	4	Tillable Land	6.919	6.904
Meb	4	Tillable Land	2.246	2.241
Pm	4	Tillable Land	8.026	8.009
Wsb	4	Tillable Land	1.440	1.437
Au	5	Non-tillable Land	0.053	0.053
Gr	5	Non-tillable Land	0.067	0.066
Meb	5	Non-tillable Land	0.294	0.293
Pm	5	Non-tillable Land	0.101	0.101
Gr	6	Woodland	0.142	0.142
Meb	6	Woodland	2.121	2.117
Pm	6	Woodland	0.045	0.045
Au	81	Agric Support-legal Ditch	0.361	0.360
Gr	81	Agric Support-legal Ditch	2.795	2.789
Pm	81	Agric Support-legal Ditch	1.410	1.407
Gr	82	Agric Support-public Road	0.026	0.026

Overlay by Landuse

PIN 18 52-02-21-400-003.000-001
 Total Acreage 33.050
 Total Adj. Acreage 32.980

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
4	Tillable Land	25.634	25.580
5	Non-tillable Land	0.515	0.514
6	Woodland	2.309	2.304
81	Agric Support-legal Ditch	4.566	4.556
82	Agric Support-public Road	0.026	0.026
Unk		0.000	0.000

COUNTY PARCEL REPORT

Elevate
Miami County, IN
W 1200 N
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name Hamilton, Wililam Morrell
Owner Address 6682 Hedgewood Rd Rockford, Il 61108-5631
Parcel Number 52-02-21-400-003.000-001
Alt Parcel Number 001-35206-00
Property Address W 1200 N, Macy, In 46951
Property Class Code 100
Property Class Vacant Land
Neighborhood Allen Twp, 1801-001
Legal Description 001-35206-00 PT WPT SE1/4 21-29-4; 32.98 ACRES; DA 538 01 352 00600

Taxing District

Township Allen Township
Corporation North Miami Consolidated
Taxing District Name Allen Township
Taxing District Number 001

Land Description

Land Type	Acreage	Dimensions
4	25.58	
5	0.51	
6	2.31	
81	4.56	
82	0.03	

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	See, Marabell			Wd	
1988-04-22	Mummert, Joseph D. & Nora L.			Wd	
1992-01-13	Mummert, joseph D, Nora L, Sharon Wil			Wd	
2000-01-31	Mummert, Joseph D Revocable Living			Wd	
2015-08-04	Wilcox, James A & Sharon S		15 - 3039	Tr	
2018-06-21	Hamilton, Wililam Morrell		18 - 2470	Wa	\$973,500.00

COUNTY PARCEL REPORT

Elevate

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2022-04-06	Annual Adjustment	\$37,500.00	\$0	\$37,500.00
2021-04-05	Reassessment	\$32,300.00	\$0	\$32,300.00
2020-01-01	Annual Adjustment	\$32,000.00	\$0	\$32,000.00
2019-04-10	Annual Adjustment	\$39,000.00	\$0	\$39,000.00
2018-06-12	Annual Adjustment	\$34,100.00	\$0	\$34,100.00
2017-05-02	Annual Adjustment	\$39,200.00	\$0	\$39,200.00
2016-06-29	Annual Adjustment	\$40,600.00	\$0	\$40,600.00
2015-08-13	Annual Adjustment	\$42,500.00	\$0	\$42,500.00
2014-06-13	Annual Adjustment	\$42,500.00	\$0	\$42,500.00
2013-03-01	Miscellaneous	\$36,500.00	\$0	\$36,500.00
2012-03-01	General Revaluation	\$33,800.00	\$0	\$33,800.00
2011-03-01	Miscellaneous	\$31,100.00	\$0	\$31,100.00
2010-03-01	Miscellaneous	\$26,700.00	\$0	\$26,700.00
2009-01-03	Miscellaneous	\$25,900.00	\$0	\$25,900.00
2008-03-01	Miscellaneous	\$24,900.00	\$0	\$24,900.00
2007-03-01	Miscellaneous	\$23,600.00	\$0	\$23,600.00
2006-03-01	Miscellaneous	\$18,200.00	\$0	\$18,200.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
2018-06-18	\$973,500.00	William Morrell Hamilton	James A Wilcox

Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	Y
All	N

Exterior Features

Exterior Feature	Size/Area
------------------	-----------

Special Features

Description	Size/Area
-------------	-----------

Summary of Improvements



COUNTY PARCEL REPORT

Elevate



Tax Bill

Parcel Information

Parcel Number 52-02-21-300-001.000-001
 Tax ID 001-13540-00
 Owner Name Hamilton, William Morrell
 Owner Address 6682 Hedgewood Rd Rockford, IL 61108-5631
 Legal Description 001-13540-00 SW 1/4 21-29-4; 157.50 ACRES; DA 538 01 352 04000

2021 PAY 2022

Deductions

Type	Amount
------	--------

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Allen Township	1st Installment Tax	\$1,374.60	\$1,374.60	\$0
Fites-harding Op	1st Installment Tax	\$375.64	\$375.64	\$0
Donald H Harter	1st Installment Tax	\$5.00	\$5.00	\$0
Allen Township	2nd Installment Tax	\$1,374.60	\$1,374.60	\$0
Fites-harding Op	2nd Installment Tax	\$375.64	\$375.64	\$0
Donald H Harter	2nd Installment Tax	\$5.00	\$5.00	\$0

2020 PAY 2021

Deductions

Type	Amount
------	--------

COUNTY PARCEL REPORT

Elevate
Miami County, IN
W 1200 N
39 DEGREES NORTH (855) GIS-3939

Parcel Information

Owner Name Hamilton, Wililam Morrell
Owner Address 6682 Hedgewood Rd Rockford, Il 61108-5631
Parcel Number 52-02-21-300-001.000-001
Alt Parcel Number 001-13540-00
Property Address W 1200 N, Macy, In 46951
Property Class Code 100
Property Class Vacant Land
Neighborhood Allen Twp, 1801-001
Legal Description 001-13540-00 SW 1/4 21-29-4; 157.50 ACRES; DA 538 01 352 04000

Taxing District

Township Allen Township
Corporation North Miami Consolidated
Taxing District Name Allen Township
Taxing District Number 001

Land Description

Land Type	Acreage	Dimensions
4	141.02	
5	3.62	
6	10.07	
82	2.30	
83	0.50	

Transfer of Ownership

Date	Name	Buyer	Document	Deed Type	Sale Price
1900-01-01	Mummert, Joseph D. & Nora L.			Wd	
1992-01-13	Mummert, Joseph D,nora L, Sharon Wil			Wd	
2000-01-31	Mummert, Joseph D Revocable Living			Wd	
2015-08-04	Wilcox, James A & Sharon S		15 - 3039	Tr	
2018-06-21	Hamilton, Wililam Morrell		18 - 2470	Wa	\$973,500.00

COUNTY PARCEL REPORT

Elevate

Valuation Record

Assessment Date	Reason for Change	Land	Improvements	Total Valuation
2022-04-06	Annual Adjustment	\$201,100.00	\$0	\$201,100.00
2021-04-05	Reassessment	\$173,000.00	\$0	\$173,000.00
2020-01-01	Annual Adjustment	\$171,700.00	\$0	\$171,700.00
2019-04-10	Annual Adjustment	\$209,300.00	\$0	\$209,300.00
2018-06-12	Annual Adjustment	\$212,700.00	\$0	\$212,700.00
2017-05-02	Annual Adjustment	\$244,400.00	\$0	\$244,400.00
2016-06-29	Annual Adjustment	\$259,800.00	\$0	\$259,800.00
2015-08-13	Annual Adjustment	\$271,700.00	\$0	\$271,700.00
2014-07-23	Form 113	\$286,300.00	\$4,900.00	\$291,200.00
2013-03-01	Miscellaneous	\$247,300.00	\$6,400.00	\$253,700.00
2012-03-01	General Revaluation	\$230,000.00	\$300.00	\$230,300.00
2011-03-01	Miscellaneous	\$201,600.00	\$16,500.00	\$218,100.00
2010-03-01	Miscellaneous	\$173,300.00	\$18,100.00	\$191,400.00
2009-01-03	Miscellaneous	\$168,000.00	\$18,100.00	\$186,100.00
2008-03-01	Miscellaneous	\$161,300.00	\$18,100.00	\$179,400.00
2007-03-01	Miscellaneous	\$153,200.00	\$18,800.00	\$172,000.00
2006-03-01	Miscellaneous	\$118,300.00	\$19,300.00	\$137,600.00
2006-03-01	Miscellaneous	\$118,300.00	\$21,700.00	\$140,000.00

Sales

Sale Date	Sale Price	Buyer Name	Seller Name
2018-06-18	\$973,500.00	William Morrell Hamilton	James A Wilcox

Public Utilities

Water	N
Sewer	N
Gas	N
Electricity	Y
All	N

Exterior Features

Exterior Feature	Size/Area
------------------	-----------

Special Features

Description	Size/Area
-------------	-----------

COUNTY PARCEL REPORT

Elevate

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Allen Township	1st Installment Tax	\$1,312.87	\$1,312.87	\$0
Fites-harding Op	1st Installment Tax	\$375.64	\$375.64	\$0
Allen Township	2nd Installment Tax	\$1,312.87	\$1,312.87	\$0
Fites-harding Op	2nd Installment Tax	\$375.64	\$375.64	\$0

2019 PAY 2020

Deductions

Type	Amount
------	--------

Payments

Tax Set	Charge Type	Total Charge	Posted Pay.	Balance Due
Allen Township	1st Installment Tax	\$1,497.91	\$1,497.91	\$0
Fites-harding Op	1st Installment Tax	\$375.64	\$375.64	\$0
Allen Township	2nd Installment Tax	\$1,497.91	\$1,497.91	\$0
Fites-harding Op	2nd Installment Tax	\$375.64	\$375.64	\$0

Overlay Report

COUNTY PARCEL REPORT

Elevate

Overlay by Landuse and Soil

PIN 18 52-02-21-300-001.000-001
 Total Acreage 158.013
 Total Adj. Acreage 157.500

Soil Type	Land Use Code	Land Type	GIS Acreage	Adj. Acreage
Au	4	Tillable Land	2.082	2.075
Br	4	Tillable Land	12.638	12.597
Chb	4	Tillable Land	4.542	4.527
Cr	4	Tillable Land	11.932	11.894
Gr	4	Tillable Land	9.294	9.264
Hx	4	Tillable Land	6.478	6.457
Meb	4	Tillable Land	54.194	54.019
Pm	4	Tillable Land	3.305	3.295
Re	4	Tillable Land	18.085	18.026
Wsb	4	Tillable Land	15.599	15.549
Wsc	4	Tillable Land	2.182	2.175
Wsc3	4	Tillable Land	1.640	1.635
Au	5	Non-tillable Land	0.028	0.028
Br	5	Non-tillable Land	0.836	0.833
Cr	5	Non-tillable Land	0.567	0.565
Gr	5	Non-tillable Land	0.039	0.039
Meb	5	Non-tillable Land	0.658	0.656
Re	5	Non-tillable Land	0.375	0.373
Wsb	5	Non-tillable Land	0.416	0.415
Wsc3	5	Non-tillable Land	0.712	0.710
Chb	6	Woodland	0.175	0.175
Cr	6	Woodland	0.098	0.098
Gr	6	Woodland	2.201	2.194
Meb	6	Woodland	5.443	5.426
Pm	6	Woodland	1.469	1.464
Wsb	6	Woodland	0.714	0.712
Br	82	Agric Support-public Road	0.292	0.291
Cr	82	Agric Support-public Road	0.096	0.095
Gr	82	Agric Support-public Road	0.092	0.091
Meb	82	Agric Support-public Road	1.175	1.171
Pm	82	Agric Support-public Road	0.142	0.141
Re	82	Agric Support-public Road	0.265	0.264

COUNTY PARCEL REPORT

		Elevate		
Wsb	82	Agric Support-public Road	0.156	0.155
Wsc3	82	Agric Support-public Road	0.092	0.091

Overlay by Landuse

PIN 18 52-02-21-300-001.000-001
 Total Acreage 158.013
 Total Adj. Acreage 157.500

Land Use Code	Land Type	GIS Acreage	Adj. Acreage
4	Tillable Land	141.973	141.513
5	Non-tillable Land	3.630	3.619
6	Woodland	10.101	10.068
82	Agric Support-public Road	2.308	2.300
Unk		0.000	0.000

PRELIMINARY TITLE

PRELIMINARY TITLE



Chicago Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: 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 EXTRA CONTRACTUAL 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 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.

CHICAGO TITLE INSURANCE COMPANY

By:

ATTEST

President

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.

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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/19/04/307/4)



PRELIMINARY TITLE



Chicago Title Insurance Company

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.

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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/19/04/307

PRELIMINARY TITLE



Chicago Title Insurance Company

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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.

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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/19/04/307/4)

PRELIMINARY TITLE



Chicago Title Insurance Company

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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ALTA Commitment for Title Insurance 8-1-16



(FRANKWENRICK.PFD/19/04/30)



PRELIMINARY TITLE



Chicago Title Insurance Company

SCHEDULE A

1. Commitment Date: December 7, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: tbd
Proposed Policy Amount:
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:
William Morrell Hamilton
5. The Land is described as follows:

TRACT I

Part of the Southwest Quarter of Section 21, Township 29 North, Range 4 East, Miami County, Indiana, more particularly described as follows:

BEGINNING at the southwest corner of the Southwest Quarter of said Section 21; thence North 00 degrees 57 minutes 39 seconds West, grid bearing (North American Datum 1983, Indiana East Zone), on and along the West line of said Southwest Quarter, a distance of 1087.00 feet; thence on and along the boundaries of a tract of land described in Instrument Number 20160520778 in the records of the Miami County, Indiana Recorder, for the following three courses: North 89 degrees 02 minutes 21 seconds East, a distance of 803.69 feet; thence North 00 degrees 57 minutes 39 seconds West, a distance of 271.00 feet; thence South 89 degrees 02 minutes 21 seconds West, a distance of 803.69 feet to the West line of the Southwest Quarter of said Section 21; thence North 00 degrees 57 minutes 39 seconds West, on and along said West line a distance of 1295.29 feet to the northwest corner of said Southwest Quarter; thence North 87 degrees 58 minutes 48 seconds East, on and along the North line of said Southwest Quarter, a distance of 2671.28 feet to a cornerstone at the northeast corner of the Southwest Quarter of said Section 21; thence South 00 degrees 38 minutes 59 seconds East, on and along the East line of said Southwest Quarter, a distance of 2661.86 feet to the southeast corner of the Southwest Quarter of said Section 21; thence South 88 degrees 09 minutes 29 seconds West, on and along the South line of said Southwest Quarter, a distance of 2656.69 feet to the PLACE OF BEGINNING. Containing 157.50 acres, more or less. Subject to all easements, rights of way, and restrictions of record.

TRACT II

Part of the Southeast Quarter of Section 21, Township 29 North, Range 4 East, Miami County, Indiana, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 21; thence North 00 degrees 38 minutes 59 seconds West, grid bearing (North American Datum 1983, Indiana East Zone), on and along the West line of said Southeast Quarter, a distance of 395.05 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 38 minutes 59 seconds West, on and along said West line, a distance of 2266.81 feet to a cornerstone at the northwest corner of the Southeast Quarter of said Section 21; thence North 87 degrees 36 minutes 23 seconds East, on and along the North line of said Southeast Quarter, a distance of 584.42 feet to the centerline of an open ditch; thence on and along said centerline for the following six courses: South 29 degrees 45 minutes 29 seconds West, a distance of

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ALTA Commitment for Title Insurance 8-1-16



(HAMILTONPRELIM.PFD/22/12/845/7)

PRELIMINARY TITLE

SCHEDULE A (Continued)

75.70 feet; thence South 09 degrees 11 minutes 59 seconds East, a distance of 1126.50 feet; thence South 03 degrees 43 minutes 54 seconds West, a distance of 822.13 feet; thence South 56 degrees 27 minutes 26 seconds West, a distance of 461.72 feet; thence South 07 degrees 36 minutes 18 seconds West, a distance of 119.35 feet; thence South 17 degrees 15 minutes 01 seconds East, a distance of 319.25 feet to the South line of the Southeast Quarter of said Section 21; thence South 88 degrees 21 minutes 23 seconds West, on and along said South line, a distance of 56.93 feet to the southeast corner of a tract of land described in Deed Record 184, Page 859, in the records of the Miami County, Indiana Recorder; thence on and along the boundaries of said tract for the following three courses: North 17 degrees 21 minutes 27 seconds West, a distance of 270.08 feet; thence North 01 degrees 38 minutes 37 seconds West, a distance of 135.00 feet; thence South 88 degrees 21 minutes 23 seconds West, a distance of 200.00 feet to the POINT OF BEGINNING. Containing 32.98 acres, more or less. Subject to all easements, rights of way, and restrictions of record.

CHICAGO TITLE INSURANCE COMPANY

Fulton County Title

By:



Kyle D. Sommers, President

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ALTA Commitment for Title Insurance 8-1-16



(HAMILTONPRELIM.PFD/22/12/845/7)

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.
 - a. 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.
 - b. By virtue of I.C. 27-7-3.6 a fee of \$5 will be collected from the purchase of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
 - c. Note: Please notify Pulaski County Abstract Company, Inc. prior to closing of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTRY, ESTATES or DECEASED PARTIES, ETC.) We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
 - d. Payment in full and release of mortgages and liens included on Schedule B-ii.

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ALTA Commitment for Title Insurance 8-1-16



(HAMILTONPRELIM.PFD/22/12/845/8)

PRELIMINARY TITLE

SCHEDULE B (Continued)

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 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 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.
 - a. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$1,374.60 each installment. Being assessed in the name of William Morrell Hamilton Based upon assessed value of land 173,000; improvements at 0; exemptions 0. Parcel No. 001-13540-00 State Parcel 52-02-21-300-001.000-001 (PT SW 21-29-4 157.50A) Land in Miami County, IN Both installments are shown as PAID.
 - b. Computer Records indicate taxes for the year 2021 due and payable in 2022 in the amount of \$256.65 each installment. Being assessed in the name of William Morrell Hamilton Based upon assessed value of land 32,300; improvements at 0; exemptions 0. Parcel No. 001-35206-00 State Parcel 52-02-21-400-003.000-001 (PT W PT SE 21-29-4 32.98A) Land in Miami County, IN Both installments are shown as PAID.
 - c. The above as shown on the computerized assessment records in the Office of the Treasurer of Miami County. Any possible additional or retroactive assessments or amounts billed including a reconciling statement, under IC 6-1.1 for taxes against the land, and all interest and penalties that may accrue. Informational Note: The Commitment and/or Policy does not insure the accuracy of tax information.
 - d. NOTE: The real estate tax information set out above was taken from the Miami County Treasurer computer system on the date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above.
 - e. The acreage/square footage indicated in the legal description is solely for the purpose of identifying the land. This commitment/policy does not insure acreage or the exact quantity of land.

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ALTA Commitment for Title Insurance 8-1-16



(HAMILTONPRELIM.PFD/22/12/845/8)

PRELIMINARY TITLE

SCHEDULE B (Continued)

- f. The land described in this commitment shall not be deemed to include any house trailer, mobile home, or mobile dwelling on the subject property.
- g. Taxes for the year 2022 payable in 2023 are a lien not yet due and payable.
- h. The Company assumes no liability for the accuracy of the amount of any exemptions affecting the property or the value of the land and improvements as shown herein. The property owner/purchaser is responsible for filing any property exemptions, credits or deductions. This commitment/policy does not insure against any loss or damage arising out of the subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
- i. NOTE: The taxes above are lower if tax exemptions are showing. The taxes above will increase if the seller acquired the property within the last two calendar years, and did not refile any exemptions. Contact the local Assessor if you have any questions about the current status of exemptions and how they will affect taxes payable subsequent to closing.
- j. Computer Records indicate that Annual Maintenance for the Fites-Harding OP shown due as follows: May 2022 \$454.30 PAID November 2022 \$454.30 PAID. May be perpetual.
- k. Computer Records indicate that Annual Maintenance for the Donald L. Harter shown due as follows: May 2022 \$5.00 PAID November 2022 \$5.00 PAID. May be perpetual.
- l. Computer Records indicate that Annual Maintenance for the Fites-Harding & Berger OTA shown due as follows: Nothing currently due. May be perpetual.
- m. Rights of the Public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes, including utility right of way.
- n. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
- o. Right of way for drainage, flow and maintenance of Fites-Harding OP, Donald L. Harter, and Fites Harding & Berger OTA, together with an additional 75 foot right of way as provided by IC 36-9-27-33.
- p. Judgment search for 10 years past has been made vs. William Morrell Hamilton and none found.
- q. Subject to Miami County Zoning and Building Restriction Ordinances.
- r. By virtue of I.C. 27-7-3.6, a fee of \$5 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
- s. 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 IC36-2-11-15: "I affirm, under 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)." Additionally, pursuant to IC 35-2-73.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the County recorder since the law's inception in 2005 and will continue to be collected until further notice."
- t. Note: This commitment is based upon a search and examination of the public record information by Pulaski County Abstract Company, Inc., and also dba Fulton County Title. Utilization of the information contained herein by an entity other than Pulaski County Abstract Company, Inc. For the purpose of issuing a title commitment or policy for any or all of the proposed insured names on Schedule "A" shall be considered a violation of the proprietary rights of Pulaski County Abstract Company, Inc. and dba Fulton County Title of its search and examination work product.

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ALTA Commitment for Title Insurance 8-1-16



(HAMILTONPRELIM.PFD/22/12/845/8)

PRELIMINARY TITLE

SCHEDULE B (Continued)

- u. Note: Please notify Pulaski County Abstract Company, Inc., and also dba Fulton County Title prior to closing, of any information you become aware of that is different than shown on this commitment (i.e. BANKRUPTCY, DISSOLUTION FILED IN ANOTHER COUNTY, ESTATES or DECEASED PARTIES, ETC.). We reserve the right to make additional requirements and/or exceptions based upon any new information provided.
- v. NOTE: The Company takes no liability for unapproved land splits, unrecorded surveys or other matters that may lead to denial of land transfer by the county Auditor; nor for the accuracy of the address in Schedule A.
- w. This commitment or foreclosure guarantee commitment is furnished by Chicago Title Insurance Company or its policy issuing agent solely for the issuance of a policy or policies of title insurance of Chicago Title Insurance Company. This commitment is not an abstract of an opinion of title. Liability under this commitment is defined by and limited to the terms and conditions of this commitment and the title insurance policy to be issued. Persons and entities not listed above as proposed insured's are not entitled to rely upon this commitment for any purpose.
- x. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil gas, uranium, clay, rock, sand and gravel in, on, or under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the public records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservation of interests that are not listed.
- y. Rights or claims of parties in possession not shown by the public records.
- z. Liens or financing statements, if any, affecting crops growing or to be grown on the land.
- Aa. Oil & Gas Lease, from Joseph D. Mummert and Nora L. Mummert, to Orion Resources, Inc. Dated November 1, 1981 and recorded January 6, 1982, at 12:06 PM, in Miscellaneous Record Book 34, page 180, in the Office of the Recorder of Miami County, Indiana.
- Ab. A Right of Way Easement from Joseph D. Mummert and Nora L. Mummert, husband and wife, and John C. Frobish and Normalee Frobish, husband and wife, to Public Service Company of Indiana, Inc., an Indiana Corporation, dated February 4, 1975 and recorded February 19, 1975, at 10:50 AM, in Deed Record 154, Page 759, in the Office of the Recorder of Miami County, Indiana.

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ALTA Commitment for Title Insurance 8-1-16



(HAMILTONPRELIM.PFD/22/12/845/8)

PROPERTY PHOTOS

TRACT 1



TRACT ??



TRACT 2



TRACT 3



TRACT 3



TRACT 3



TRACT 3



TRACT ??





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