

East Central Indiana REAL ESTATE AUCTION

WAYNE COUNTY - 6 MILES NORTH OF RICHMOND

**CROPLAND
WOODLAND
FARM HOUSE/BARN**

**103.5±
acres**
OFFERED IN 3 TRACTS

Wednesday, March 1
at 6:00pm

Online Bidding
Available

Auction Site:

Fountain City Lions Club,
600 W Main St (Fountain City Pike).
6 blocks west of stoplight.

Property Location: 1604 W Fountain City Pike, at Fountain City stoplight west 6 blocks to farm on north side. I-70 and US 27 exit then 6 miles north to stoplight and west on Main St/Fountain City Pike.

All acreages are approximate. (Sec. 2 Twp. 17N R 14E)

TRACT 1: 24± acres with 13.5± acres cropland and about 10± acres woodland. Great frontage on Fountain City Pike. Nice tract for your country place.

TRACT 2: 77.5± acres with est. 70± acres cropland. Frontage on Fountain City Pike with county approval of new driveway permit. Good Crosby and Treaty soils. Soil Index is 140/bu. Good drainage outlets. Buy separately or with Tracts 1 or 3.

TRACT 3: 2± acres with 2 story 2,116 sq. ft. house. Four bedrooms, 1 ½ bath, natural gas heat and central air. Nice woodwork. Big attached garage. 24' x 32' and 40' x 64' good pole barns. Nice yard.

Inspections:

**Friday,
February 10 & 17
11am - 1pm**



INFORMATION BOOKLET



The information contained in this brochure is subject to verification by all parties relying on it. No liability Seller(s) or the Auction Company for its accuracy, errors or omissions is assumed by the



Auction Managers

Steve Slonaker: 765.969.1697 (cell)

Andy Walther: 765.969.0401 (cell)



Owner: Carolyn Nicholson Trust, Gary Nicholson
Trustee, Kirk Weikart Attorney

800.451.2709 • SchraderAuction.com

Terms and Conditions:

PROCEDURES: The property will be offered in 3 individual tracts, any combination of tracts, or as a total 103.5+ 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.

DOWN PAYMENT: Real Estate 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 Trustee Deed.

CLOSING: The targeted closing date will be April 15, 2023. The balance of the real estate purchase price is due at closing.

POSSESSION: At closing. 2023 crop rights and timber rights to be conveyed.

REAL ESTATE TAXES: Seller to pay 2022 taxes payable 2023 to be credited to Buyer(s) at closing. Taxes estimated at \$4,097.90/yr.

ACREAGE: All boundaries are approximate and have been estimated based on current legal descriptions.

SURVEY: A new survey will be made where there is no existing legal description or where new boundaries are created by the

tract divisions in this auction. Buyer(s) and Seller will share survey expense 50:50. Combination purchases will receive a perimeter survey only. Closing prices will be adjusted to reflect any differences between advertised and surveyed acreage's.

FSA INFORMATION: See Agent.

EASEMENTS: Sale of the property is subject to any and all easements of record.

MINERAL RIGHTS: The sale shall include 100% of the mineral rights owned by the Seller.

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 to 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.

SCHRADER
Real Estate and Auction Company, Inc.
950 N Liberty Dr, Columbia City, IN 46725
800.451.2709 • 260.244.7606
#AC63001504, #AU19300120, #AU19400167, RC23-599

Follow Us and Get Our Schrader iOS App:



Auction Managers

Steve Slonaker • 765.969.1697 (cell)

Andy Walther • 765-969-0401 (cell)

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 online bidding information, call Schrader Auction Co.

800.451.2709
SchraderAuction.com



East Central Indiana

REAL ESTATE

103.5±
acres

OFFERED IN 3 TRACTS

WAYNE COUNTY • 6 MILES NORTH OF RICHMOND

AUCTION

CROPLAND • WOODLAND • FARM HOUSE/BARN

Wednesday, March 1 at 6:00pm

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WAYNE COUNTY • 6 MILES NORTH OF RICHMOND

103.5±
acres

OFFERED IN 3 TRACTS

- Good Location Adjoining Fountain City
- Nice 24 Acres with Timber & Cropland
- Good House/Barns Ready to Move In
- Crop Rights 2023 Conveyed
- Productive Cropland
- Zoned R1 and A1



DISCLAIMER:

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

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

Seller: Carolyn Nicholson Trust, Gary Nicholson Trustee, Kirk Weikart, Attorney
Auction Company: Schrader Real Estate and Auction Company, Inc.

 **SCHRADER**
Real Estate and Auction Company, Inc.
800.451.2709 • SchraderAuction.com
Auctioneer: Rex Defoe Schrader II #17409

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**For Information Call Sale Manager: Steve Slonaker at 765-969-1697 or 1-877-747-0212 OR
Andy Walther at 765-969-0401**

REGISTRATION FORMS

Information provided by Schrader Real Estate & Auction Co. and is not warranted

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, March 1, 2023

103.5+ ACRES – Fountain City, 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, March 1, 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
103.5± Acres • Wayne County, Indiana
Wednesday, March 4, 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, March 4, 2023 at 6:00 PM.
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.
9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by _____. Send your deposit and return this form via fax to: **260-244-4431**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

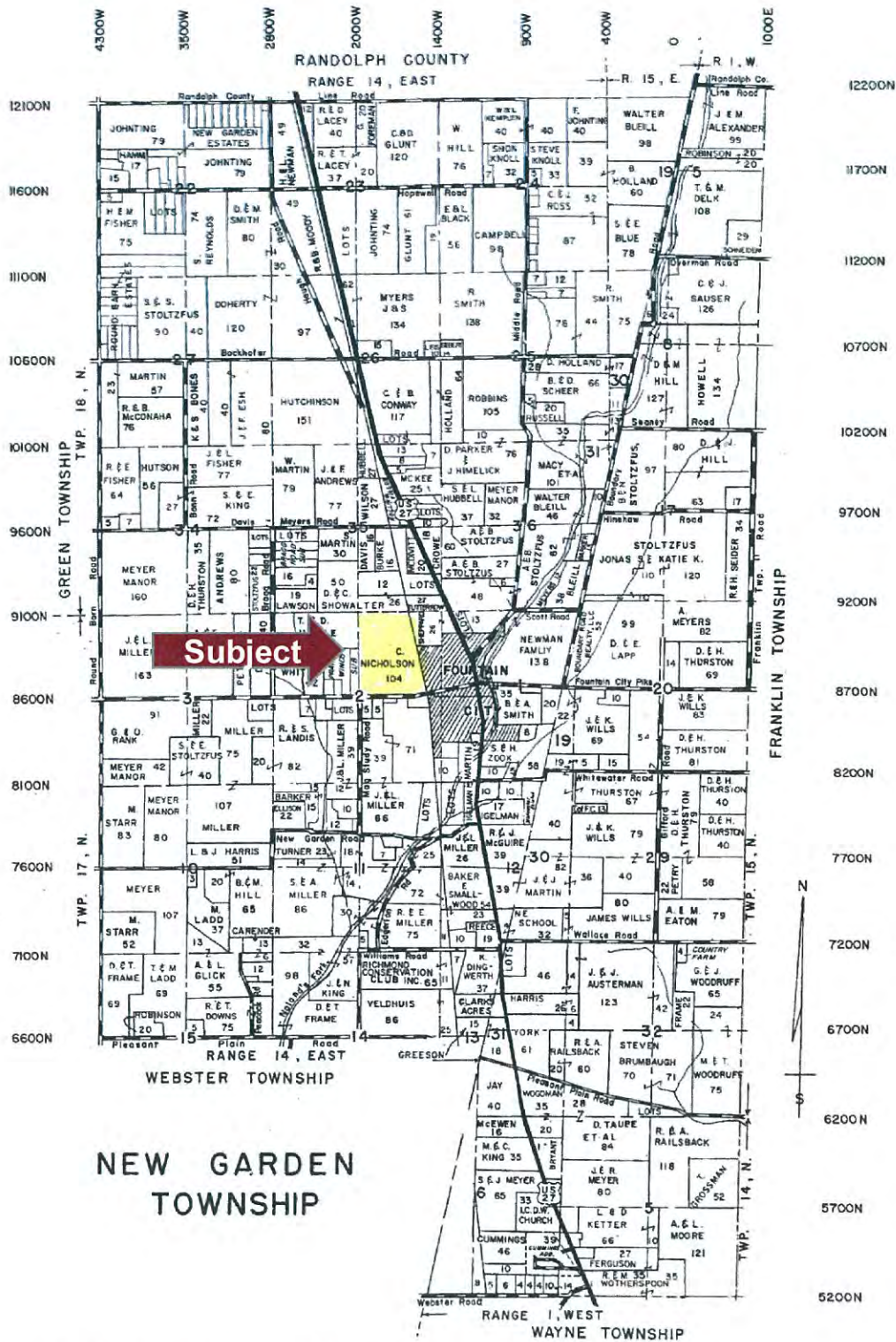
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-229-1904.

LOCATION MAP

Information provided by Schrader Real Estate & Auction Co. and is not warranted



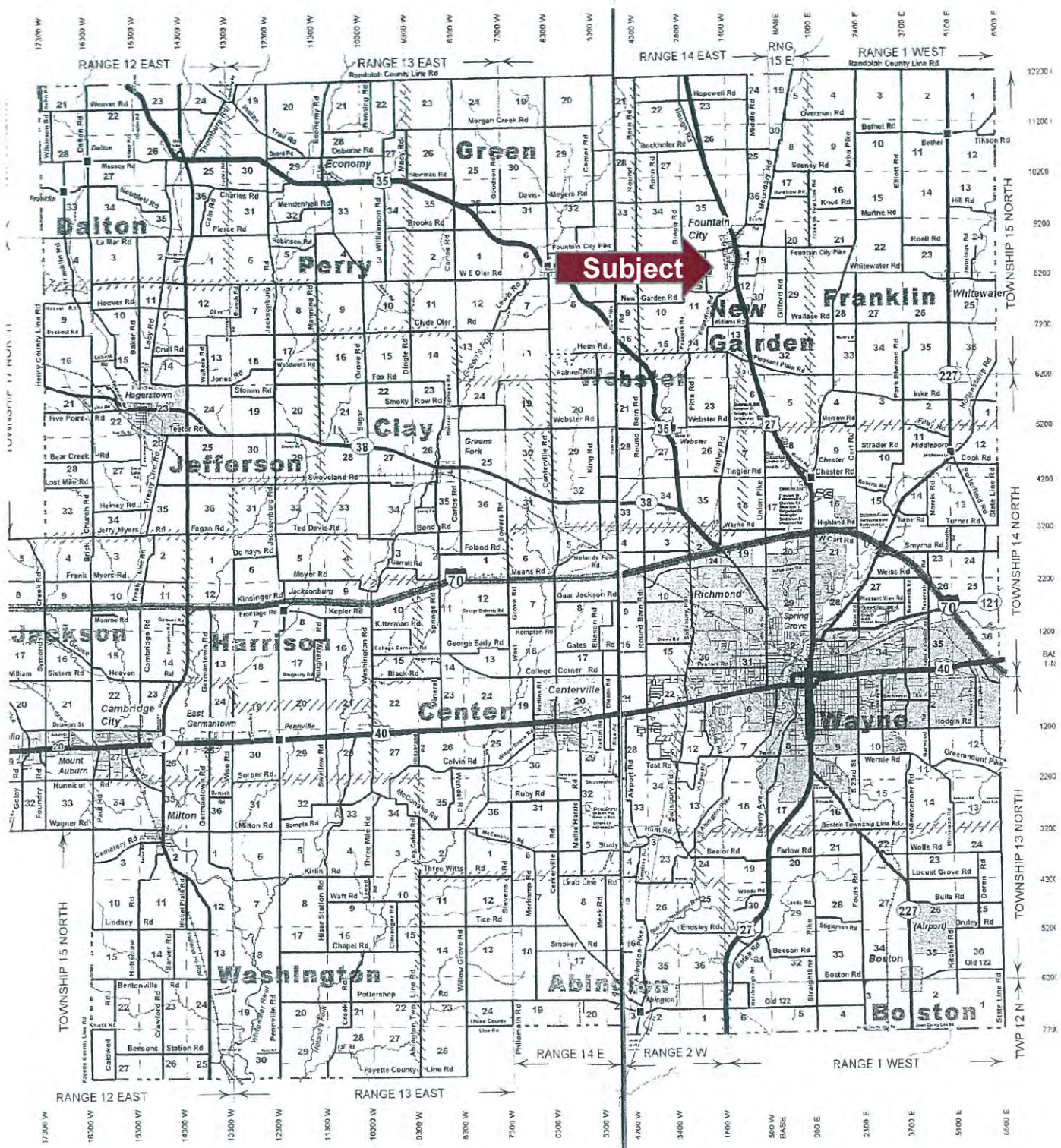
Carolyn Nicholson Trust Location Map

CUMMINGS BROS. SUBDIVISION
NEW GARDEN TWP

PLAT MAP

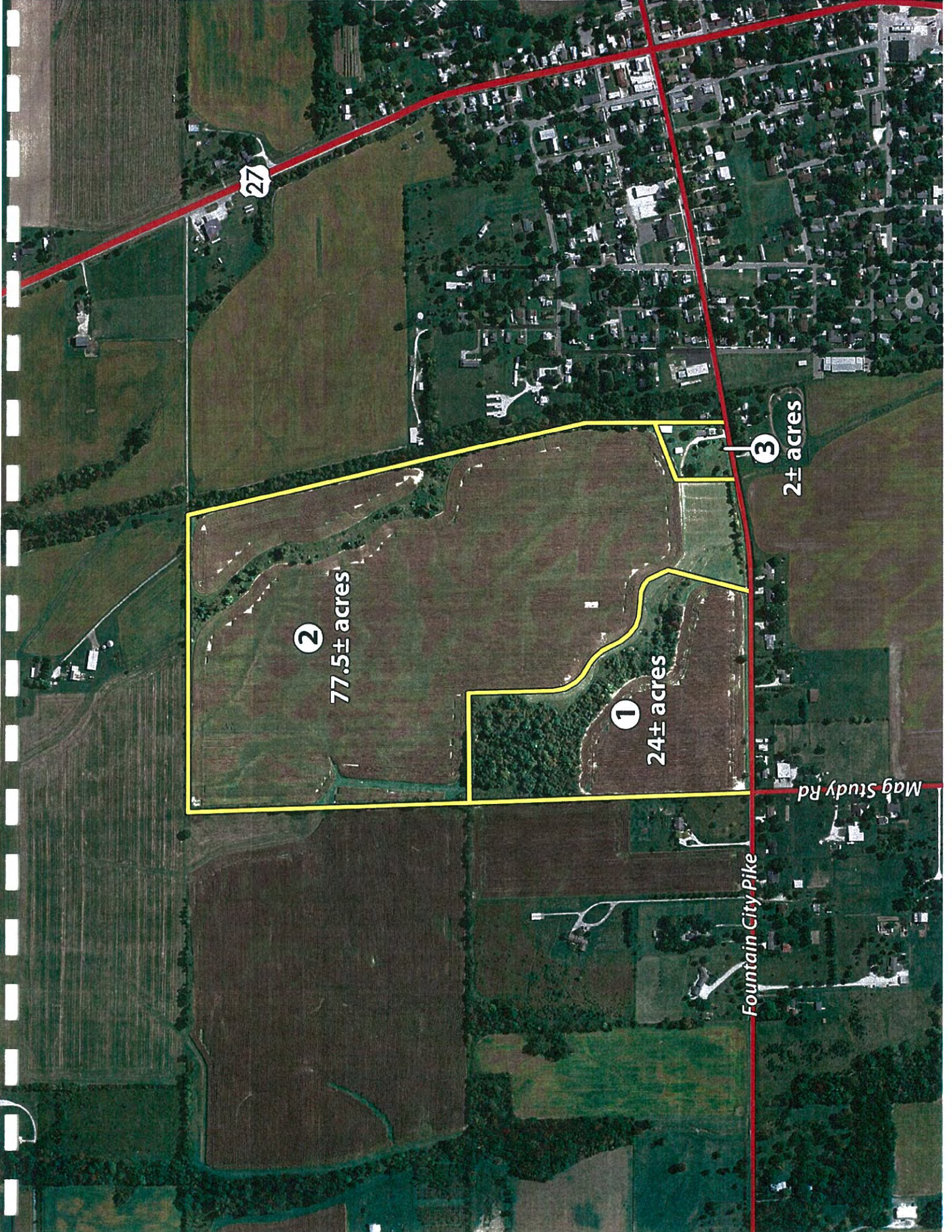
Information provided by Schrader Real Estate & Auction Co. and is not warranted.

Carolyn Nicholson Trust Area Map



AERIAL/TRACT MAP

Information provided by Schrader Real Estate & Auction Co. and is not warranted.



27

2

77.5± acres

1

24± acres

Fountain City Pike

Mag Study Rd

3

2± acres

TITLE COMMITMENT & UTILITY EASEMENTS

Information provided by Schrader Real Estate & Auction Co. and is not warranted.



Fidelity National Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Fidelity National 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.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzura
Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16



(23019343.PFD/23019343/4)



Fidelity National 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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Fidelity National 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



(23019343.PFD/23019343/4)



Fidelity National 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



(23019343.PFD/23019343/4)



Fidelity National Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: Freedom Title Company, Inc.
 Issuing Office: 700 East Main St., Richmond, IN 47374
 ALTA® Universal ID: 0044380
 Loan ID Number:
 Commitment Number: 23019343
 Issuing Office File Number: 23019343
 Property Address: 1604 W Fountain City Pike, Fountain City, IN 47341

SCHEDULE A

1. Commitment Date: January 6, 2023 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (6/17/06)
 Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 Proposed Policy Amount: \$ 262,000.00
 - (b) ALTA Loan Policy (6/17/06)
 Proposed Insured:
 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:
 The Successor Trustee(s) of the Carolyn L. Nicholson Revocable Living Trust dated November 8, 2004
5. The Land is described as follows:
 SEE EXHIBIT A ATTACHED HERETO

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Freedom Title Company, Inc.

By:



Freedom Title Company, Inc.

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Fidelity National 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.
5. For each policy to be issued as identified in Schedule A, Item 2: the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, addition exceptions or requirements after the designation of the Proposed Insured.
6. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount (2) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
7. The Company requires a copy of the Trust Agreement and any amendments, or a currently executed Certification of Trust pursuant to IC 30-4-4-5, for review prior to the issuance of any title insurance predicated upon a conveyance by the Successor Trustee(s) of the Carolyn L. Nicholson Revocable Living Trust dated November 8, 2004.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. A Trustees Deed from the Successor Trustee(s) of the Carolyn L. Nicholson Revocable Living Trust dated November 8, 2004, to proposed insured purchaser.

Deed to recite that grantor(s) is/are the duly qualified Successor Trustee(s) of the Carolyn L. Nicholson Revocable Living Trust dated November 8, 2004, that said trust is in writing and in force and effect on the date of the deed; and, the Successor Trustee(s) is/are authorized by said trust to make the conveyance.

Deed to recite the death of life tenant Carolyn L. Nicholson.

9. A Vendor's Affidavit to be furnished.
10. NOTE: If a conveyance document is to be recorded, a sales disclosure form must be filed in the Wayne County Auditor's office.

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ALTA Commitment for Title Insurance 8-1-16



(23019343.PFD/23019343/4)

SCHEDULE B
(Continued)

NOTE: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for EACH policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

NOTE: 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 IC 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]."

Additionally, pursuant to IC 35-2-7.5-6, 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.

11. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, 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 real estate broker licensed under IC 25-34.1.

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ALTA Commitment for Title Insurance 8-1-16



(23019343.PFD/23019343A)

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.
7. Taxes assessed for the year 2021 due and payable in 2022.
Taxing Unit: New Garden Twp.
Tax Parcel #012-00367-00, State ID #89-07-02-000-206.000-022
Auditor's Legal: PT NE SEC 2-17-14 103.52A
Assessed Value: Land \$123,700.00, Improvements \$138,300.00
Mortgage Exemption \$0.00, Supplemental Exemption \$28,490.00, Standard Deduction \$45,000.00.
a) First Installment: \$2,048.95, PAID
b) Second Installment: \$2,048.95, PAID
8. Taxes assessed for the year 2022 due and payable in 2023, a lien not yet due and payable.
9. Taxes assessed for the year 2023 due and payable in 2024, a lien not yet due and payable.
10. Taxes for subsequent years which are not yet due and payable.
11. The Company assumes no liability for increases in the amount of real estate taxes as shown above as a result of retroactive 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.
12. Municipal assessments, if any, assessed against the land.
13. Oil and Gas Lease granted to Ohio Oil & Gas, recorded in Miscellaneous Record 141, page 249, in the Office of the Wayne County Recorder. Assignment to Jones-Kimmco Leasehold Partnership recorded in Miscellaneous Record 143,

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ALTA Commitment for Title Insurance 8-1-16



(23019343.PFD/23019343/4)

SCHEDULE B
(Continued)

page 329.

14. Easement granted to Arthur and Hazel Bailey, recorded as Instrument #2019008362 in the Office of the Wayne County Recorder.
15. Rights of the Public, the State of Indiana, and County of Wayne and the municipality in and to that part of the premises taken or used for road purposes.
16. Right of way for drainage tiles, ditches, feeders and laterals, if any.
17. Rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.
18. Any adverse claim based upon assertion that:
 - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of Young's Branch and/or Fellow Brook.
 - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Young's Branch and/or Fellow Brook, or has been formed by accretion to such portion so created.
19. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
20. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
21. NOTE: We reserve the right to make additional exceptions or requirements upon receipt of a survey, if any.
22. NOTE: Subject to an examination for judgments against the proposed insured.

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ALTA Commitment for Title Insurance 8-1-16



(23019343.PFD/23019343/4)

EXHIBIT A

Forty (40) acres out of the Northeast Quarter of Section Two (2), Township Seventeen (17), Range Fourteen (14) east, the east line of the forty (40) acres hereby conveyed being the west line of the right-of-way of the Grand Rapids & Indiana Railroad, and the west line of the mill lot heretofore conveyed to Ancil Dwiggin, and the west line of said forty (40) acres hereby conveyed to run parallel with the west line of said Quarter Section; the north and south lines of said forty-acre tract to be the Quarter Section lines.

ALSO: a part of the Northeast Quarter of Section Two (2), Township Seventeen (17), Range Fourteen (14) east, in Wayne County, State of Indiana, beginning at the northwest corner of said Quarter, thence east along the north line of said Quarter sixty-one and ninety-seven hundredths (61.97) rods, more or less, to the northwest corner of Carrie Griffith's land, thence south with the west line of Carrie Griffith's land one hundred sixty-four and five tenths (164.5) rods, more or less, to the south line of said Quarter, thence west on the south line of said Quarter along the center of the Williamsburg Road sixty-one and ninety-seven hundredths (61.97) rods, more or less, to the southwest corner of said Quarter, thence north along the west line of said Quarter one hundred sixty-four (164) rods, more or less, to the place of beginning, containing sixty-three and fifty-two hundredths (63.52) acres;

and containing in all one hundred three and fifty-two hundredths (103.52) acres, more or less.

Deborah Reah
Wayne County Recorder
IN 2004014024 QCD
11/08/2004 16:05:24 2 PGS
Filing Fee: \$16.00

QUIT-CLAIM DEED

\$16.00

THIS INDENTURE WITNESSETH, that CAROLYN L. NICHOLSON, AN ADULT,
of Wayne County, in the State of Indiana, releases and quit-claims to Carolyn L. Nicholson,
TRUSTEE OF THE CAROLYN L. NICHOLSON REVOCABLE LIVING TRUST
DATED THE 8th DAY OF NOVEMBER, 2004, for and in consideration of the sum of One
Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged,
the following described real estate situate in Wayne County in the State of Indiana, to-wit:

11-02-000-207.000-12 (1.20A)
11-02-000-206.000-12 (103.52A)

See "Exhibit A" attached hereto and made a part hereof.

Grantor recites that Mack E. Nicholson died testate on October 23, 2004, and Grantor and
Mack E. Nicholson were husband and wife from the date they acquired title to the real
estate to the date of Mack E. Nicholson's death.

Grantor herein reserves a life estate on behalf of Carolyn L. Nicholson.

IN WITNESS WHEREOF, the said Carolyn L. Nicholson has hereunto set her
hand and seal this 8th day of November, 2004.

Carolyn L. Nicholson
Carolyn L. Nicholson

STATE OF INDIANA, COUNTY OF WAYNE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally
appeared the within named Carolyn L. Nicholson, who acknowledged the execution of the
foregoing Quit-Claim Deed to be her voluntary act and deed, and who, having been duly sworn,
stated that any representations therein contained are true.

WITNESS, my hand and seal this 8th day of November, 2004.

My Commission Expires:

8-23-08

Kirk A. Weikart
Kirk A. Weikart, Notary Public
Residing in Wayne County, Indiana

This instrument prepared by Kirk A. Weikart, Attorney at Law

Mail tax statements to 1604 W. Fountain City Pike, Fountain City, IN 47341

Tract 1

Forty (40) acres out of the Northeast Quarter of Section Two (2), Township Seventeen (17), Range Fourteen (14) east, the east line of the forty (40) acres hereby conveyed being the west line of the right-of-way of the Grand Rapids & Indiana Railroad, and the west line of the mill lot heretofore conveyed to Ancil Dwiggin, and the west line of said forty (40) acres hereby conveyed to run parallel with the west line of said Quarter Section; the north and south lines of said forty-acre tract to be the Quarter Section lines.

ALSO: a part of the Northeast Quarter of Section Two (2), Township Seventeen (17), Range Fourteen (14) east, in Wayne County, State of Indiana, beginning at the northwest corner of said Quarter, thence east along the north line of said Quarter sixty-one and ninety-seven hundredths (61.97) rods, more or less, to the northwest corner of Carrie Griffith's land, thence south with the west line of Carrie Griffith's land one hundred sixty-four and five tenths (164.5) rods, more or less, to the south line of said Quarter, thence west on the south line of said Quarter along the center of the Williamsburg Road sixty-one and ninety-seven hundredths (61.97) rods, more or less, to the southwest corner of said Quarter, thence north along the west line of said Quarter one hundred sixty-four (164) rods, more or less, to the place of beginning, containing sixty-three and fifty-two hundredths (63.52) acres;

and containing in all one hundred three and fifty-two hundredths (103.52) acres, more or less.

Tract 2

Part of the Northeast Quarter of Section Two (2), Township Seventeen (17), Range Fourteen (14) and bounded thus: beginning south 80 degrees west and 100 feet from a stone in the center of Main Street being the east line of the C.R. & Ft. W. R.R. (now the G.R. & I.R.R.) and said beginning is also in the north line of land formerly owned by Doctor Cooper; said beginning is witnessed by a stone marked "W" No. 10 west 30 links; thence south 80 degrees west along the center of the road leading to Williamsburg, 8.40 rods to a point in said Cooper's north line witnessed by a stone marked "W" north 30 links; thence north 40.36 rods to a stone marked "X" in the west line of said Railroad; thence south 11 3/4 degrees east along said Railroad 40 rods to the place of beginning, containing 1 1/8 of an acre.

"EXHIBIT A"

Duly entered for
taxation this

NOV 08 2004

Christopher H. Besson
AUDITOR of WAYNE COUNTY

RECORDED NOV - 8 2004 DEBORAH RESH, R.W.C

141 PAGE 249
Form U.S. 1180

1418

MAR 25 1982

1130

THIS AGREEMENT, made and entered into this 8 day of March, A.D. 1982, by and between

Mark E. Nicholson (Husband) Carolyn J. Nicholson (Wife)
Farm No. 234, Indiana 47521 (317) 847-2729, hereinafter called the Lessor

and OHIO OIL & GAS, R.D. NO. 1, FOWLER, OHIO 44418 the Lessee

1. WITNESSETH that the said Lessor in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either in and under the lands hereinafter described, together with the exclusive rights to drill for produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport so much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer hereafter as oil, gas or their constituents are produced in paying quantities thereon, or operations are maintained on all of that certain tract of land situated in

Sec. No. 2 Township of New Garden County of Wayne

and State of Indiana, bounded substantially as follows:

On the North by the lands of P + NE Sec 2-17-14 103.52 A

On the East by the lands of

On the South by the lands of

On the West by the lands of

containing One hundred and four (104) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer hereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgement of the Lessee, it being understood, however, that no well shall be drilled within 2 hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows:
Lessee to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of oil gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within twelve months from this date or pay to Lessor One hundred and four (104) Dollars (\$ 104.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, Lessee shall pay to Lessor annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph #3 hereof, and this said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph #1 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor all pipe lines used to transport gas or oil off or across the premises and pay all damages caused by operations under this lease; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as aforesaid, and the award to such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided by injecting, storing or holding, injecting, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to first year's rental if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinbefore specified shall be located on the other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give written notice to the Lessor of his intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarterly installments.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than one hundred and sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the 1/8 oil and gas royalty hereinbefore provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit thereafter be used for gas storage purposes the well rental and land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well to offset producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payments of all moneys due on this lease may be made by cash or check, to Lessor by deposit to the credit of Lessor and mailed to Above address

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. No change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a certified copy thereof.

12. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor; and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any additions to the above agreement that are noted below are a part of this lease and are agreed to by both the Lessor and Lessee.

BOOK 141 PAGE 250

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and Acknowledged in the Presence of:

Kate DeSalvo
Jack E. Hill

Mark E. Nicholson
 SSN 268-30-1874
Carolyn L. Nicholson

STATE OF Ind }
 COUNTY OF Wagon } SS. Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named

Mark E. and Carolyn L. Nicholson

who acknowledged to me that they did execute the foregoing instrument and that the same is free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at Franklin City, Ind this 8 day of March, 1982

My Commission Expires: Dec 31-84

L. Roy Miller
 Notary Public
 Corporation

STATE OF _____ }
 COUNTY OF _____ } SS.

Before me, a Notary Public in and for said county and state, personally appeared _____ and _____
 President and Secretary, respectively, for

the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of the officers as such officers, for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at _____ this _____ day of _____, 19 _____

My Commission Expires: _____
 Notary Public

RECORDED MAR 25 1982 DORIS J. WILT, R.W.C. 11:30 A.M.

This instrument was prepared by W.R. JONES

Oil and Gas Lease

Acres _____

From _____ To _____

Post Office _____

Date _____ 19 ____

Term _____ Years

Located _____

Book _____ Page _____

County _____

550

STATE OF Florida
COUNTY OF Collier

ASSIGNMENT OF OIL AND GAS LEASE

Know All Men By These Presents

THAT the undersigned Ohio Oil & Gas, R.D. #1, Fowler, Ohio 44418
(hereinafter called Assignor), for and in consideration of One Dollar and other valuable consideration
(\$1.00 only), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set
over unto Jones - Kimco Leasehold Partnership
Suite 4550
9 West 57th Street
New York, New York 10019
(hereinafter called Assignee) ~~and~~ all its interest

in, and to, the oil and gas lease described as follows:

SEE ATTACHED EXHIBIT "A"

together with the rights incident thereto and the personal property thereto, appurtenant thereto, or
used, or obtained, in connection therewith.

And for the same consideration, the assignor covenants with the said assignee his or its heirs,
successors, or assigns that assignor is the lawful owner of said lease and rights and interest there-
under and of the personal property thereon or used in connection therewith; that the undersigned
has good right and authority to sell and convey the same, and that said rights, interest
and property are free and clear from all liens and incumbrances, and that all rentals and royalties
due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner _____ and assignor _____ signed and sealed this
instrument the 3rd day of May 1982
Signed and acknowledged in presence of _____ Ohio Oil & Gas
Ruby Reed By William R. Jones
Roscoe Sherman _____ Owner

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF Florida
County of Collier

BEFORE ME, a Notary Public, in and for said

County and State, on this day personally appeared William R. Jones
who acknowledged to me that ...he... did sign the foregoing instrument and that the same is
his free act and deed.



In testimony Whereof, I have hereunto set my hand and official seal, at Naples
This 15th day of May, A. D. 19 82

NOTARY PUBLIC STATE OF FLORIDA - AT LARGE
MY COMMISSION EXPIRES MAY 31 1983
BOND THRU GENERAL INS. UNDERWRITERS
Raschie Bernau
Notary Public

CORPORATION ACKNOWLEDGEMENT

THE STATE OF
County of

BEFORE ME, a Notary Public, in and for said

County, and State, on this day personally appeared known to me
to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged
that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and con-
sideration therein expressed, and in the capacity therein stated.

In testimony whereof I have herewith set my hand and official seal at

This day of A. D. 19

This instrument prepared by:
William R. Jones
110 - 16th Ave. So.
Naples, Florida 33940
813-262-5822

Notary Public

No.
Assignment of Oil and Gas Lease
From
TO
Dated
No. Acres
Term
County, Ohio
This instrument was filed for record on
the day of 19
at o'clock M., and
duly recorded in Volume
Page of the records of this office.
County Recorder
Deputy
When recorded return to

NEW GARDEN TOWNSHIP, WAYNE COUNTY, INDIANA

RECORDED

LEASE NO.	LESSOR	ACREAGE	DATE	TERM	BOOK	PAGE
528	Turner, Edward J. and Rose	307	01-06-82	10	140	386
1435	Alexander, John T. and Margaret E.	166	02-22-82	10	141	283
1035	Bockhofer, John E. and Carolyn S.	130	02-19-82	10	141	22
1427	Bone, Elizabeth M.	40	03-08-82	10	141	267
1432	Brandley, Kenneth M. and Jane A.	217	02-20-82	10	141	277
1029	Hill, David L. and Martha L.	287	02-20-82	10	141	10
1026	Hill, Donald Duane, and Joyce Ann	80	02-19-82	10	141	4
1409	Hinsaw, Clyde E. and Ellena B.	243	03-03-82	10	141	231
1417	Martin, William G. and Shirley J.	109	03-10-82	10	141	247
1410	Mayberry, Elbert J. and Betty L.	103	03-03-82	10	141	233
1429	McQuiston, Mary A.	99	03-05-82	10	141	271
1408	Mikesell, Joleta F.	80	03-03-82	10	141	229
1420	Miller, Charles W. and Martha J.	206	03-04-82	10	141	253
1430	Miller, James F. and Linda K.	225	02-18-82	10	141	273
1027	Miller, Lee Roy and Agnes L.	160	02-17-82	10	141	6
1418	Nicholson, Mark E. and Carolyn L.	104	03-08-82	10	141	249
1423	Ranck, George G. and Olive M.	91	03-05-82	10	141	259
1025	Roell, John L. and Susan L.	226	02-18-82	10	141	2
1419	Stansbury, Robert D.	163	03-10-82	10	141	251
1407	Starr, Heaschel D. and Margaret E.	236	02-26-82	10	141	227
1406	Thurston, Carlton L. and LaManda L.	110	02-26-82	10	141	225
1433	Thurston, Herbert W. and Mary F.	294	02-22-82	10	141	279
1425	Williams, Francis J. and Mary L.	93	03-08-82	10	141	263
1034	Wright's Pleasant View Farm Inc.	156	02-19-82	10	141	20
389322	Frame, Francis Robert and Elva Henrietta	98	02-12-82	10	138	325
2001	Cummings Brothers Inc.	57	03-29-82	10	142	169
2002	Railsback, Robert C. and Anita R.	123	03-20-82	10	142	171



Bailey

AGREEMENT OF EASEMENT

This Agreement, made and entered into this 22 day of October, 2019, between Carolyn Nicholson Revocable Living Trust ^{with Carolyn Nicholson Trustee} herein known as the GRANTOR(s), and Arthur and Hazel Bailey, herein known as GRANTEE(S),

WITNESSETH:

For valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, warrants and conveys to GRANTEE, and its successors, a non-exclusive permanent easement with the right to construct, maintain, inspect, operate, protect, repair, replace, or remove; a drainage facility and any appurtenances useful and incident thereto. GRANTOR(s) and GRANTEE have agreed to the route/location of said pipeline facility and appurtenances which shall be in, on, over and through the following described real property of GRANTOR(s), to wit:

A part of the northeast quarter of Section 2, Township 17 N, Range 14 E New Garden Township located and situated in Wayne County, State of Indiana, as more specifically depicted on attached Exhibit A. Deed Reference #2004014624

GRANTOR(s) represent(s) and warrant(s) that he/she/they has(ve) fee simple ownership of the above described real estate, and grants unto the GRANTEE, and its successors, the right of unimpaired ingress and egress to and from the drainage facility installed pursuant to this Agreement. It is agreed by the parties hereto, that if the ownership of the above specified GRANTOR(s) is less than an entire and undivided fee simple interest, then any payment hereunder shall be paid to GRANTOR(s) in the proportion which such divided interest bears to the whole and undivided fee.

GRANTOR(s) shall retain the right to fully use and enjoy the above described premises, subject to the rights herein granted. GRANTOR(s) agree(s) not to build, create or construct, plant or otherwise place, nor permit to be built, created, constructed, planted or placed, any obstruction (including trees, shrubs, etc.), building, engineering works, or other type structure within the confines of the easement. GRANTOR(s) agree(s) not to substantially diminish or add to the ground cover within the confines of the easement nor permit such action to occur.

GRANTEE agrees and represents that the drainage facility shall be installed so as to not interfere with GRANTOR's normal use.

ADDITIONAL TERMS (if any):

N/A

11-02-000-206.000-12

The rights granted herein, the terms, conditions and provisions of this agreement shall extend to and be binding on the heirs and successors of the parties hereto.

IN WITNESS WHEREOF, the GRANTOR(s) has(ve) affixed (his/her/their) signature(s), on the day and year first above written.

(Witness) Carolyn Nicholson
(Grantor) _____
(Grantor)
CAROLYN NICHOLSON
(Typed Name) _____
(Typed Name)

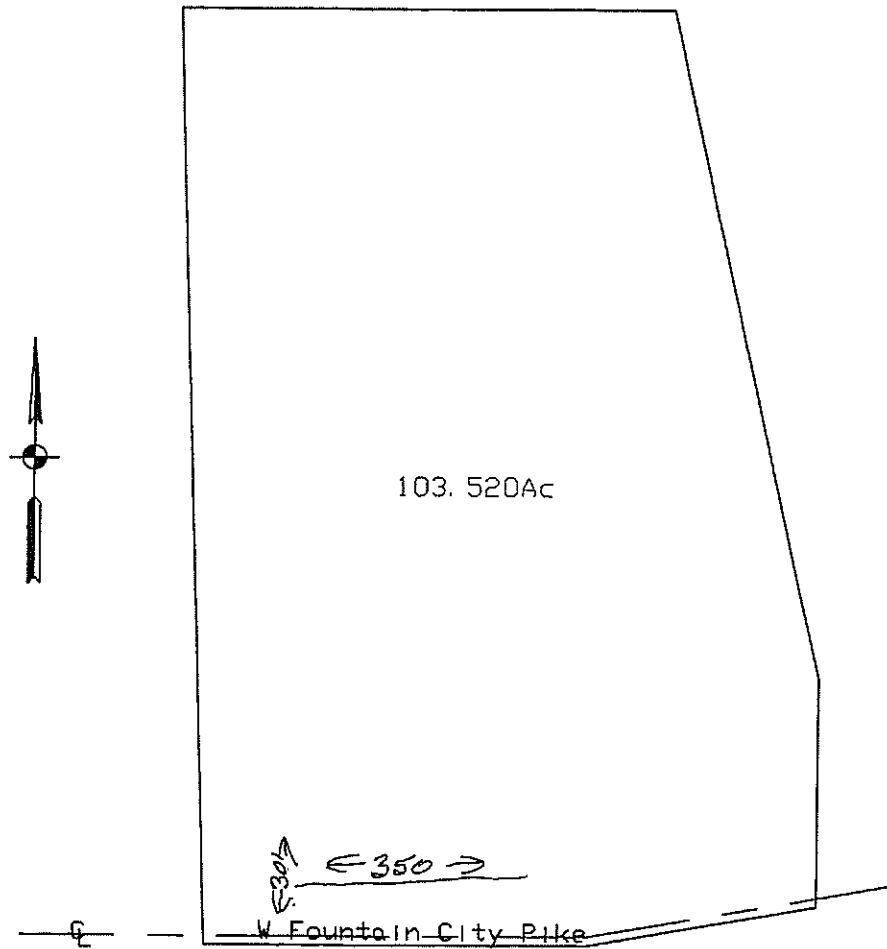
(Witness) _____
(Grantor) _____
(Grantor)

(Typed Name) _____
(Typed Name)

ENTERED ON AUDITOR'S
Records This 22
Day of Oct 2019

EXHIBIT "A"

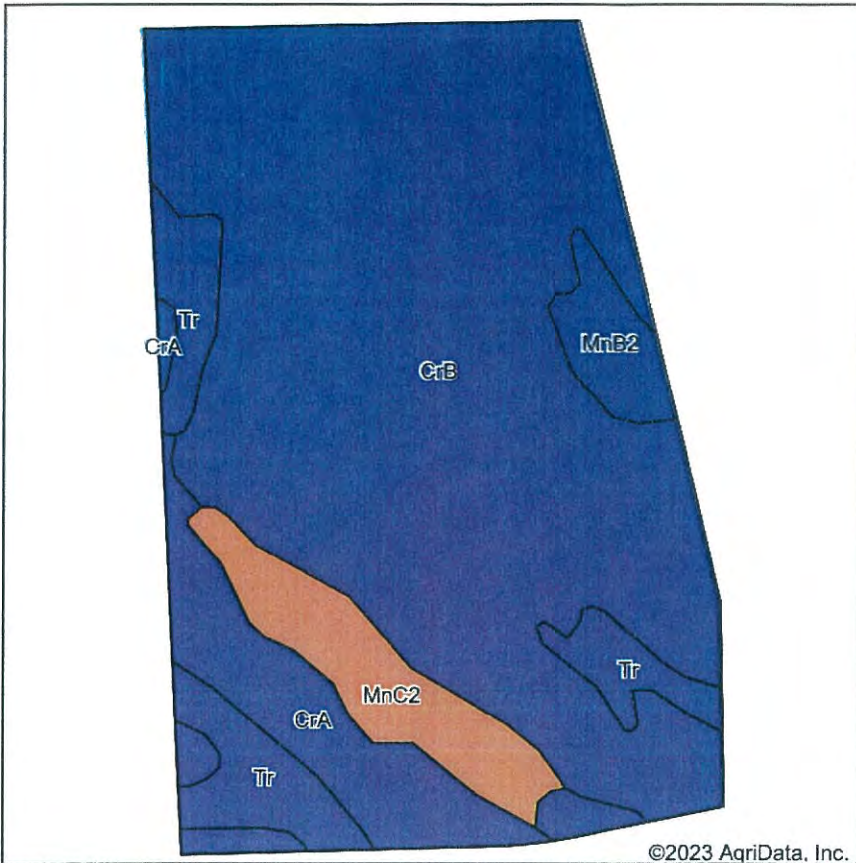
Section 2, T17N-R14E
New Garden Twp
Wayne County, Indiana
89-07-02-000-206, 000-022



SOIL MAP

Information provided by Schrader Real Estate & Auction Co. and is not warranted

Soils Map



State: **Indiana**
 County: **Wayne**
 Location: **2-17N-14E**
 Township: **New Garden**
 Acres: **103.43**
 Date: **1/11/2023**



Soils data provided by USDA and NRCS.

©2023 AgriData, Inc.

Area Symbol: IN177, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Oats Bu	Orchardgrass alfalfa hay Tons	Pasture AUM	Soybeans Bu	Tall fescue AUM	Winter wheat Bu	
CrB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	72.34	69.9%		IIw	138		5		9	46		61	
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	10.51	10.2%		IIw	123		5	59	3	1	41	6	49
Tr	Treaty silty clay loam, 0 to 1 percent slopes	9.95	9.6%		IIw	181		6		12	64		61	
MnC2	Miami silt loam, 6 to 12 percent slopes, eroded	7.48	7.2%		IIIe	133		4		9	47		58	
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	3.15	3.0%		Ile	142		5		9	49		63	
Weighted Average						2.07	140.4	5	6	0.3	8.5	47.4	0.6	59.6

Soils data provided by USDA and NRCS.

USDA INFORMATION

Information provided by Schrader Real Estate & Auction Co. and is not warranted

INDIANA
WAYNE



United States Department of Agriculture
Farm Service Agency

FARM : 4596

Prepared : 1/10/23 1:35 PM CST

Form: FSA-156EZ

Crop Year : 2023

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : JAMES F MILLER
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
104.89	84.69	84.69	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	84.69	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	36.63	0.00	111	
Soybeans	36.47	0.00	43	0
TOTAL	73.10	0.00		

NOTES

Empty box for notes.

Tract Number : 2033
Description : J3/1B SEC2 TWP17N R14E
FSA Physical Location : INDIANA/WAYNE
ANSI Physical Location : INDIANA/WAYNE
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : CAROLYN L NICHOLSON
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
104.89	84.69	84.69	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	84.69	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	36.63	0.00	111

INDIANA

WAYNE

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 4596

Prepared : 1/10/23 1:35 PM CST

Crop Year : 2023

Abbreviated 156 Farm Record

Tract 2033 Continued ...

Soybeans	36.47	0.00	43
TOTAL	73.10	0.00	

NOTES

[Empty box for 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.

USDA Farm 4596 Tract 2033

2023 Certification map prepared on: 11/2/2022

CRP

TRS: 17N14E2



Administered by: Wayne County, Indiana

CLU

Wayne

104.89 Tract acres

84.69 Cropland acres

0 CRP acres

Wetland Determination Identifiers:

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

All NIRR / Shares:

Source: Primarily USDA NAIP 2022 EAWS production imagery; IDHS or Dynamap roads; FSA data 2022-11-01 13:26:00

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
1	15.67	N	2			
IUse:						
NI or IRR						
Shares:						
2	54.82	N	2			
IUse:						
NI or IRR						
Shares:						
3	13.5	N	2			
IUse:						
NI or IRR						
Shares:						
6	0.7	N	2			
IUse:						
NI or IRR						
Shares:						

Farm 4596 Tract 2033

MAG STUDY RD

W. FOUNTAIN CITY PIKE

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

CULVERT APPLICATION

Date: 1-11-2023

Culvert Number: 303301

Culvert Form

Road name: Fountain City Pike
 Township: New Garden
 Side of road: North
 Nearest intersection to baseline: Mag Study
 Log point closest to intersection: 02000
 Feet from intersection: 950'
 Owner: Carolyn Nicholson
 Contact/Phone #: Steve Sloanaker - 969-1697
 Installed by: WCHD _____ Property Owner _____ Fee Paid _____
 Checked by: AAK
 Condition: New: Field Replacement: _____
 Classification: Commercial: _____ Private: _____
 Gauge: _____ Size: 12' Length: 30' min.
 Corrugation: _____ Acres: _____
 Band: _____ Twin: _____
 Headwall: _____ Guardrail: _____

*Called
1-13-23*

Culvert Comments: Owner, Carolyn Nicholson
Contact: Steve Sloanaker - 969-1697
New Field Entrance (1604 Ft City Pike)
971' East of Mag Study - North Side
Posted Speed Limit 30 mph = 200'
Will need culvert, sight distance good to East and
West. Culvert 12" x 30' min.

Faxed to planning
12/30/11-T

DISCLOSURES

Information provided by Schrader Real Estate & Auction Co. and is not warranted



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6 / 6-14)

Date (month, day, year)
1-10-23

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

1604 West Fountain City PK Fountain City IN 47341

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	✓				Cistern				✓	
Clothes Dryer	✓				Septic Field / Bed			✓		
Clothes Washer	✓				Hot Tub	✓				
Dishwasher				✓	Plumbing				✓	
Disposal				✓	Aerator System	✓				
Freezer				✓	Sump Pump			✓		
Gas Grill	✓				Irrigation Systems	✓				
Hood					Water Heater / Electric					
Microwave Oven					Water Heater / Gas				✓	
Oven				✓	Water Heater / Solar	✓				
Range				✓	Water Purifier	✓				
Refrigerator				✓	Water Softener			✓		
Room Air Conditioner(s)	✓				Well			✓		
Trash Compactor	✓				Septic & Holding Tank/Septic Mound			✓		
TV Antenna / Dish				✓	Geothermal and Heat Pump	✓				
Other:					Other Sewer System (Explain)	✓				
					Swimming Pool & Pool Equipment	✓				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?				✓	
					Are the structures connected to a public sewer system?				✓	
					Are there any additions that may require improvements to the sewage disposal system?					✓
					If yes, have the improvements been completed on the sewage disposal system?					✓
					Are the improvements connected to a private/community water system?				✓	
					Are the improvements connected to a private/community sewer system?				✓	
B. ELECTRICAL SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	✓				Attic Fan	✓				
Burglar Alarm	✓				Central Air Conditioning				✓	
Ceiling Fan(s)				✓	Hot Water Heat	✓				
Garage Door Opener / Controls				✓	Furnace Heat / Gas			✓		
Inside Telephone Wiring and Blocks / Jacks				✓	Furnace Heat / Electric	✓				
Intercom	✓				Solar House-Heating	✓				
Light Fixtures				✓	Woodburning Stove	✓				
Sauna	✓				Fireplace Gas			✓		
Smoke / Fire Alarm(s)	✓				Fireplace Insert	✓				
Switches and Outlets				✓	Air Cleaner	✓				
Vent Fan(s)	✓				Humidifier	✓				
60 / 100 / 200 Amp Service (Circle one)				✓	Propane Tank	✓				
Generator	✓				Other Heating Source				✓	

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Mary Z. Nicholson</i>	Date (mm/dd/yy) 1-10-23	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

Property address (number and street, city, state, and ZIP)

2. ROOF	YES	NO	DO NOT KNOW
Age, if known: _____ Years.			<input checked="" type="checkbox"/>
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?			<input checked="" type="checkbox"/>
If yes, how many layers? _____			

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?			<input checked="" type="checkbox"/>
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?			<input checked="" type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?			<input checked="" type="checkbox"/>

Explain:

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages, if necessary)

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?			<input checked="" type="checkbox"/>
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?			<input checked="" type="checkbox"/>
Are there any violations of zoning, building codes, or restrictive covenants?			<input checked="" type="checkbox"/>
Is the present use a non-conforming use? Explain:			
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?			<input checked="" type="checkbox"/>
Are there any structural problems with the building?			<input checked="" type="checkbox"/>
Have any substantial additions or alterations been made without a required building permit?			<input checked="" type="checkbox"/>
Are there moisture and/or water problems in the basement, crawl space area, or any other area?			<input checked="" type="checkbox"/>
Is there any damage due to wind, flood, termites or rodents?			<input checked="" type="checkbox"/>
Have any structures been treated for wood destroying insects?			<input checked="" type="checkbox"/>
Are the furnace/woodstove/chimney/flue all in working order?			<input checked="" type="checkbox"/>
Is the property in a flood plain?			<input checked="" type="checkbox"/>
Do you currently pay flood insurance?		<input checked="" type="checkbox"/>	
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		<input checked="" type="checkbox"/>	
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Mary S. Nicholson</i>	Date (mm/dd/yy) 1-15-23	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

1604 W FOUNTAIN CITY PIKE
FOUNTAIN CITY IN

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) PSS Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

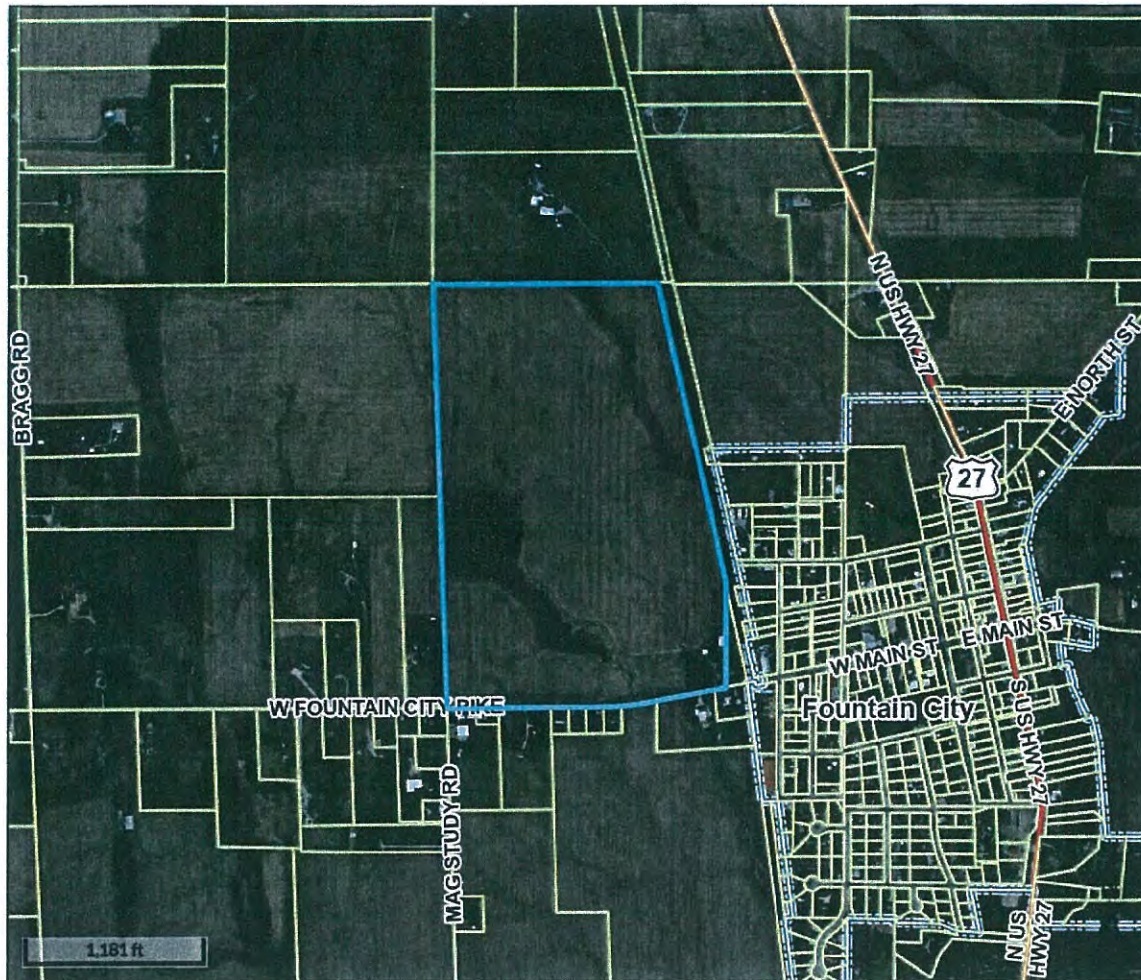
Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

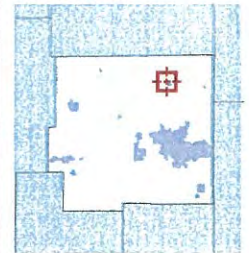
<u>Yany Z Nicholson</u>	<u>1-10-23</u>	_____	_____
Seller	Date	Seller	Date
<u>[Signature]</u>	<u>1/19/23</u>	_____	_____
Purchaser	Date	Purchaser	Date
<u>[Signature]</u>	<u>1/19/23</u>	_____	_____
Agent	Date	Agent	Date

TAX INFORMATION

Information provided by Schrader Real Estate & Auction Co. and is not warranted



Overview



Legend

- Parcel Boundary
- Incorporated Area
- Unincorporated
- Street Centerline
- STATE
- HWY
- Interstate
- <all other values>

Parcel ID	890702000206000022	Alternate ID	012-00367-00	Owner	NICHOLSON, CAROLYN L	Last 2 Sales			
Sec/Twp/Rng	--	ID		Address	L/E REM TO CAROLYN L	Date	Price	Reason	Qual
Property Address	1604 W FOUNTAIN CITY PIKE FOUNTAIN CITY	Class	101 AG CASH GRAIN/GENERAL FARM-101		NICHOLSON TRUSTEE 1604 W FOUNTAIN CITY PIKE FOUNTAIN CITY, IN 47341	10/22/2019	0	n/a	Q
		Acreage	103.52			n/a	0	n/a	n/a
District	NEW GARDEN TWP								
Brief	PT NE SEC 2-17-14 103.52A								
Tax Description	(Note: Not to be used on legal documents)								

Date created: 2/9/2023
 Last Data Uploaded: 2/9/2023 4:27:53 AM

Property Tax Exemption

Applies Property Tax Exemption

Summary

Tax ID 012-00367-00
State Parcel ID 89-07-02-000-206.000-022
Map # 11-02-000-206.000-12
Property Address 1604 W FOUNTAIN CITY PIKE
 FOUNTAIN CITY
Sec/Twp/Rng n/a
Tax Set NEW GARDEN TWP
Subdivision n/a
Brief Tax Description PT NE SEC 2-17-14 103.52A
 (Note: Not to be used on legal documents)
Book/Page DR: 302-44*QCD: 11-8-04 2004014624
Acres 103.520
Class 101 AG CASH GRAIN/GENERAL FARM-101
[Eagle View](#)
[INFRAME Street View](#)
[Plat Map](#)
[Web Soil Survey](#)

Owners

Deeded Owner
 NICHOLSON, CAROLYN L L/E REM
 TO CAROLYN L NICHOLSON TRUSTEE
 1604 W FOUNTAIN CITY PIKE
 FOUNTAIN CITY, IN 47341

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
HOMESITE		0	0	1.000000	\$15,500.00	\$15,500.00	\$15,500.00	\$0.00	\$15,500.00
PUBLIC ROAD/ROW		0	0	1.030000	\$1,900.00	\$1,900.00	\$1,957.00	(\$100.00)	\$0.00
TILLABLE LAND	CRA	0	0	8.020000	\$1,900.00	\$1,938.00	\$15,542.76	\$0.00	\$15,540.00
NONTILLABLE LAND	CRA	0	0	0.410000	\$1,900.00	\$1,938.00	\$794.58	(\$60.00)	\$320.00
WOODLAND	CRA	0	0	1.500000	\$1,900.00	\$1,938.00	\$2,907.00	(\$80.00)	\$580.00
WOODLAND	CRB	0	0	3.670000	\$1,900.00	\$1,691.00	\$6,205.97	(\$80.00)	\$1,240.00
FARM BUILDINGS	CRB	0	0	0.130000	\$1,900.00	\$1,691.00	\$219.83	(\$40.00)	\$130.00
NONTILLABLE LAND	CRB	0	0	2.680000	\$1,900.00	\$1,691.00	\$4,531.88	(\$60.00)	\$1,810.00
TILLABLE LAND	CRB	0	0	64.780000	\$1,900.00	\$1,691.00	\$109,542.98	\$0.00	\$109,540.00
TILLABLE LAND	MNB2	0	0	1.910000	\$1,900.00	\$1,691.00	\$3,229.81	\$0.00	\$3,230.00
NONTILLABLE LAND	MNB2	0	0	1.010000	\$1,900.00	\$1,691.00	\$1,707.91	(\$60.00)	\$680.00
WOODLAND	MNB2	0	0	0.250000	\$1,900.00	\$1,691.00	\$422.75	(\$80.00)	\$80.00
WOODLAND	MNC2	0	0	2.890000	\$1,900.00	\$1,539.00	\$4,447.71	(\$80.00)	\$890.00
NONTILLABLE LAND	MNC2	0	0	2.950000	\$1,900.00	\$1,539.00	\$4,540.05	(\$60.00)	\$1,820.00
TILLABLE LAND	MNC2	0	0	1.650000	\$1,900.00	\$1,539.00	\$2,539.35	\$0.00	\$2,540.00
TILLABLE LAND	TR	0	0	8.040000	\$1,900.00	\$2,432.00	\$19,553.28	\$0.00	\$19,550.00
NONTILLABLE LAND	TR	0	0	1.160000	\$1,900.00	\$2,432.00	\$2,821.12	(\$60.00)	\$1,130.00
WOODLAND	TR	0	0	0.330000	\$1,900.00	\$2,432.00	\$802.56	(\$80.00)	\$160.00
FARM BUILDINGS	TR	0	0	0.110000	\$1,900.00	\$2,432.00	\$267.52	(\$40.00)	\$160.00

Residential Dwellings

Description	Residential Dwelling
Story Height	2
Style	
Finished Area	2116
# Fireplaces	1
Heat Type	Central Warm Air
Air Cond	2116
Bedrooms	3
Living Rooms:	1
Dining Rooms:	1
Family Rooms:	0
Finished Rooms:	8
Full Baths	1
Full Bath Fixtures	3
Half Baths	0
Half Bath Fixtures	0
Kitchen Sinks	1
Water Heaters	1
Add Fixtures	1

Floor	Construction	Base	Finish
1	Wood Frame	1444	1444
2	Wood Frame	672	672
Basement		168	0
Crawl		1276	0
Features			Area
Porch, Open Frame			364
Porch, Open Frame			60

Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Residential Dwelling	100	C	1906	1921	A	1.01	2116	1.23	0
Type 3 Barn	100	C	1978	1978	A	1.01	2560	1.23	0
Detached Garage/Boat House	100	C	2004	2004	A	1.01	768	1.23	0

Valuation

Assessment Year	2022	2021	2020	2019	2018
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/22/2022	4/16/2021	1/1/2020	1/1/2019	5/1/2018
Land	\$141,400	\$123,700	\$122,600	\$146,000	\$150,300
Land Res (1)	\$15,500	\$15,500	\$15,200	\$15,200	\$15,200
Land Non Res (2)	\$125,900	\$108,200	\$107,400	\$130,800	\$135,100
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$153,900	\$138,300	\$136,200	\$138,200	\$138,400
Imp Res (1)	\$121,900	\$110,900	\$109,100	\$109,100	\$109,100
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$32,000	\$27,400	\$27,100	\$29,100	\$29,300
Total	\$295,300	\$262,000	\$258,800	\$284,200	\$288,700
Total Res (1)	\$137,400	\$126,400	\$124,300	\$124,300	\$124,300
Total Non Res (2)	\$125,900	\$108,200	\$107,400	\$130,800	\$135,100
Total Non Res (3)	\$32,000	\$27,400	\$27,100	\$29,100	\$29,300

Deductions

Year	Deduction Type	Amount
2022 PAYABLE 2023	Standard Deduction \ Homestead	45,000
2022 PAYABLE 2023	Supplemental	32,340
2021 PAYABLE 2022	Standard Deduction \ Homestead	45,000
2021 PAYABLE 2022	Supplemental	28,490
2020 PAYABLE 2021	Standard Deduction \ Homestead	45,000
2020 PAYABLE 2021	Supplemental	27,755
2019 PAYABLE 2020	Standard Deduction \ Homestead	45,000
2019 PAYABLE 2020	Supplemental	27,755
2018 PAYABLE 2019	Standard Deduction \ Homestead	45,000
2018 PAYABLE 2019	Supplemental	27,755

Tax History

Detail:

Tax Year	Type	Category	Description	Amount	Balance Due
2022 PAYABLE 2023	Fall Tax	Tax	21/22 Fall Tax	\$2,048.95	\$0.00
2022 PAYABLE 2023	Fall Penalty	Tax	Penalty - 21/22 Fall Tax	\$102.45	\$0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$2,048.95	\$0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$2,048.95	\$2,048.95
2020 PAYABLE 2021	Spring Tax	Tax	20/21 Spring Tax	\$2,032.37	\$0.00
2020 PAYABLE 2021	Fall Tax	Tax	20/21 Fall Tax	\$2,032.37	\$0.00

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

Total:

Tax Year	Amount	Balance Due
2022 PAYABLE 2023	\$2,151.40	\$0.00
2021 PAYABLE 2022	\$4,097.90	\$2,048.95
2020 PAYABLE 2021	\$4,064.74	\$0.00

Pay Taxes Online

[Pay Taxes Online](#)

Payments

Detail:

Tax Year	Payment Date	Paid By	Amount
2022 PAYABLE 2023	12/12/2022	NICHOLSON, CAROLYN L	\$2,151.40
2021 PAYABLE 2022	05/10/2022	NICHOLSON, CAROLYN L	\$2,048.95

Total:

Tax Year	Amount
2022 PAYABLE 2023	\$2,151.40
2021 PAYABLE 2022	\$2,048.95

Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
11/08/2004	NICHOLSON, CAROLYN L L/E REM	NICHOLSON, MACK E & CAROLYN L		
10/22/2019	NICHOLSON, CAROLYN L L/E REM	NICHOLSON, CAROLYN L L/E REM	Straight	Grant of Right of Way / Easement Real Estate (does not transfer title) - 2019008362

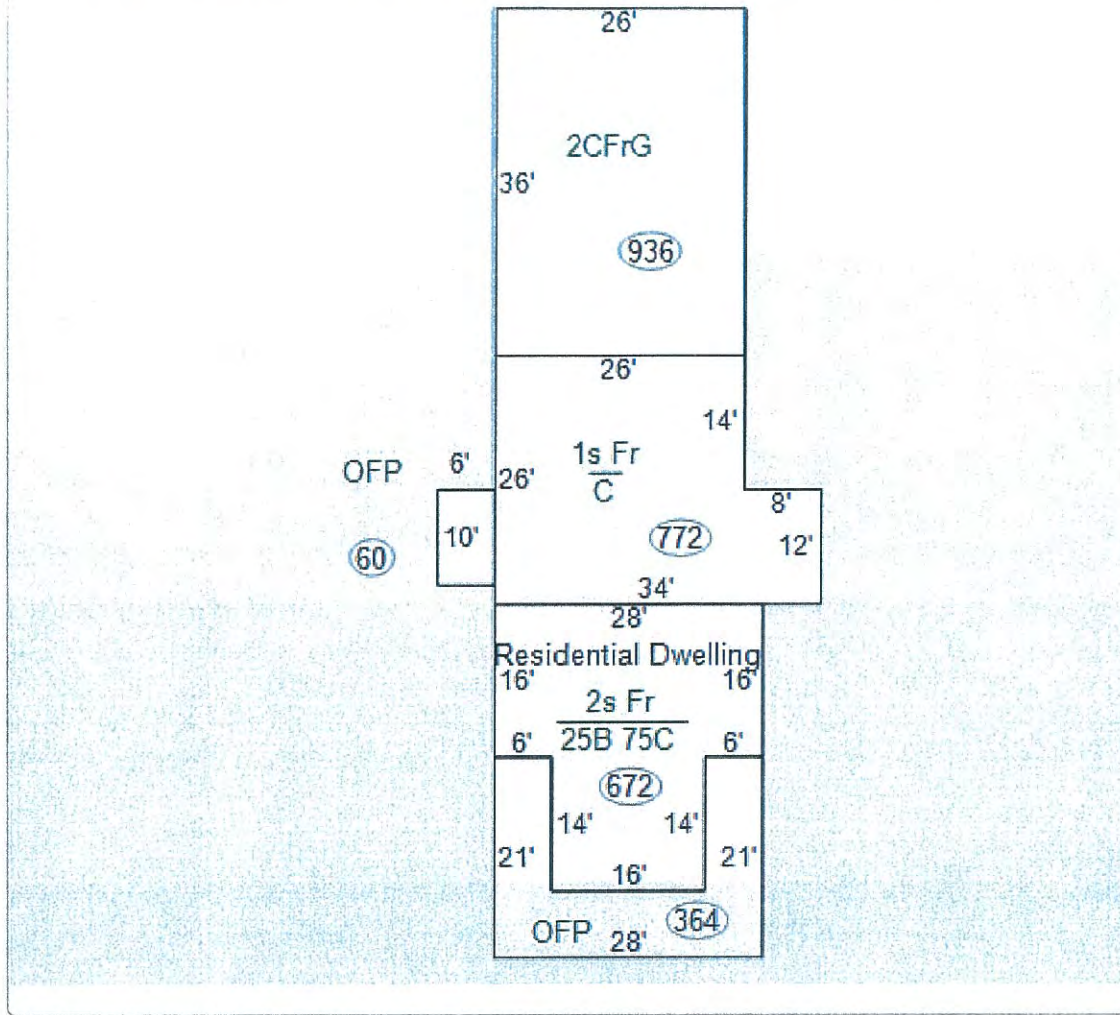
Property Record Cards

View 2022 Property Record Card(PDF)	View 2021 Property Record Card(PDF)	View 2020 Property Record Card(PDF)	View 2019 Property Record Card(PDF)
View 2018 Property Record Card(PDF)	View 2017 Property Record Card(PDF)	View 2016 Property Record Card(PDF)	View 2015 Property Record Card(PDF)
View 2014 Property Record Card(PDF)	View 2013 Property Record Card(PDF)	View 2012 Property Record Card(PDF)	View 2011 Property Record Card(PDF)
View 2010 Property Record Card(PDF)	View 2009 Property Record Card(PDF)	View 2008 Property Record Card(PDF)	View 2007 Property Record Card(PDF)
View 2006 Property Record Card(PDF)	View 2005 Property Record Card(PDF)	View 2004 Property Record Card(PDF)	View 2003 Property Record Card(PDF)
View 2002 Property Record Card(PDF)	View 2001 Property Record Card(PDF)		

Sketches

Detached Garage/Boat House

Type 3 Barn



No data available for the following modules: Homestead Verification, Commercial Buildings, Auditor Certificates, Permits.

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Developed by
 Schneider
GEOSPATIAL

Version 3.3.248

Land Data (Standard Depth: Res 100', Cl 100' Base Lot: Res 100' X 0', Cl 100' X 0')

Land Type	Pricing Method ID	Soil	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig %	Market Factor	Value
6	A	TR	0	0.3300000	1.28	\$1,500	\$1,920	\$634	-80%	0%	1.0000	\$130
71	A	CRB	0	0.1300000	0.89	\$1,500	\$1,335	\$174	-40%	0%	1.0000	\$100
71	A	TR	0	0.1100000	1.28	\$1,500	\$1,920	\$211	-40%	0%	1.0000	\$130
82	A		0	1.0300000	1.00	\$1,500	\$1,500	\$1,545	-100%	0%	1.0000	\$00

General Information		Plumbing	
Occupancy	Single-Family	#	TF
Description	Residential Dwelling	1	3
Story Height	2	Full Bath	0
Style	N/A	Half Bath	0
Finished Area	2116 sqft	Kitchen Sinks	1
Make		Water Heaters	1
		Add Fixtures	1
		Total	4

Floor Finish		Accommodations	
<input type="checkbox"/> Earth	<input type="checkbox"/> Tile	Bedrooms	3
<input checked="" type="checkbox"/> Slab	<input checked="" type="checkbox"/> Carpet	Living Rooms	1
<input checked="" type="checkbox"/> Sub & Joist	<input checked="" type="checkbox"/> Unfinished	Dining Rooms	1
<input type="checkbox"/> Wood	<input type="checkbox"/> Other	Family Rooms	0
<input type="checkbox"/> Parquet		Total Rooms	8

Wall Finish		Heat Type	
<input checked="" type="checkbox"/> Plaster/Drywall	<input checked="" type="checkbox"/> Unfinished	Central Warm Air	
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other		
<input type="checkbox"/> Fiberboard			

Roofing		Exterior Features	
<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal	<input checked="" type="checkbox"/> Asphalt	<input type="checkbox"/> Tile
<input type="checkbox"/> Wood Shingle		<input type="checkbox"/> Slate	<input type="checkbox"/> Other

Description	Area	Value
Porch, Open Frame	364	\$12,300
Porch, Open Frame	60	\$3,400

Summary of Improvements		Specialty Plumbing	
Description	Res Eligibl	Year Built	Eff Age
1: Residential Dwelling	100%	1906	1921
2: Detached Garage/Boat	0%	2004	2004
3: Type 3 Barn	0%	1978	1978

Description	Res Eligibl	Year Built	Eff Age	Base Rate	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mrkt Value	Improv Value
1: Residential Dwelling	100%	1906	1921	101 A	0.88	2,284 sqft	\$180,136	45%	\$99,070	0%	100%	1,230 1.0000	\$121,900
2: Detached Garage/Boat	0%	2004	2004	18 A	\$20.80	24'x32'	\$14,057	17%	\$11,670	0%	100%	1,230 1.0000	\$14,400
3: Type 3 Barn	0%	1978	1978	44 A	\$15.86	40' x 64' x 14'	\$35,740	60%	\$14,300	0%	100%	1,230 1.0000	\$17,600

PICTURES

Information provided by Schrader Real Estate & Auction Co. and is not warranted



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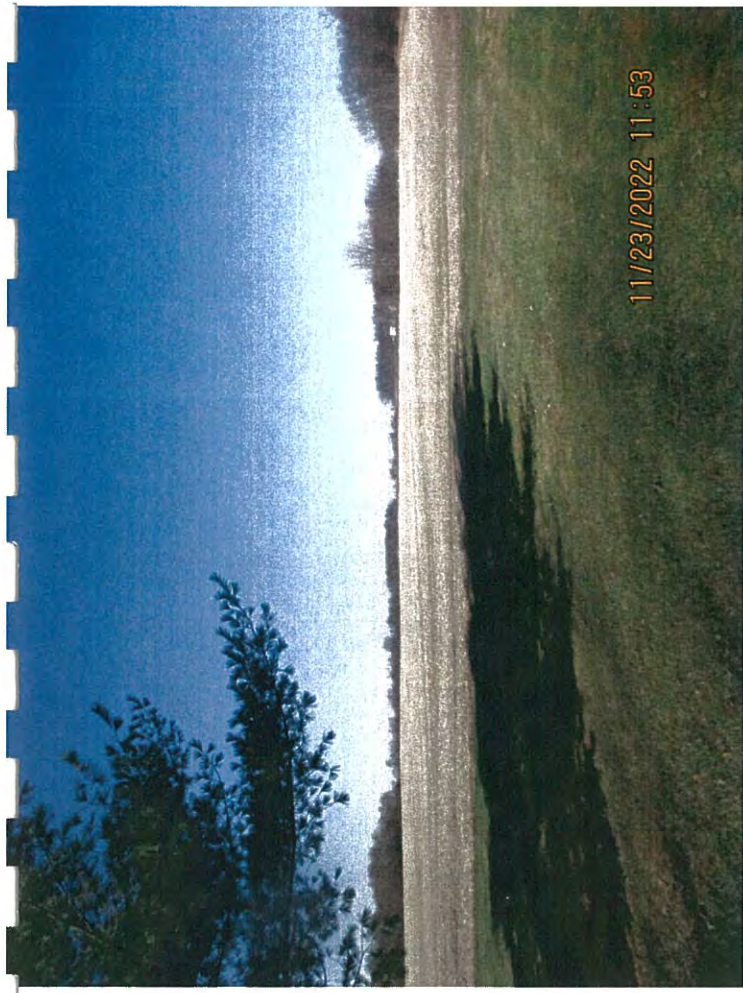
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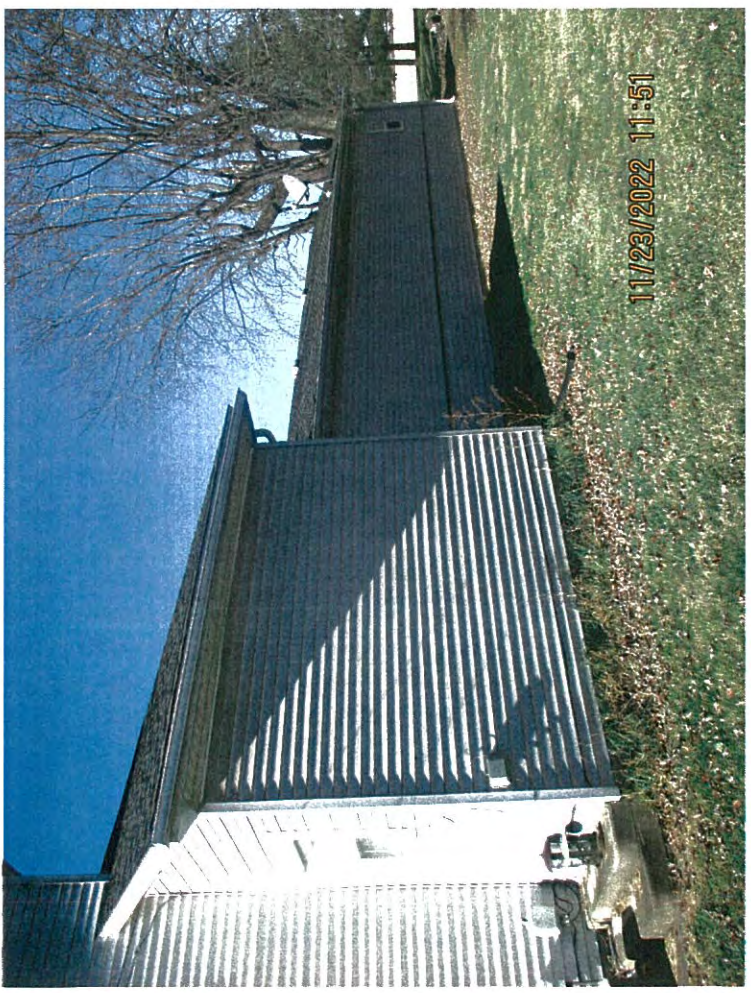
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