

Important DeKalb County

LAND AUCTION

80±
Acres

Offered in 6 Tracts

 ONLINE BIDDING AVAILABLE



INFORMATION BOOK

- 53 FSA Tillable Acres
- Beautiful Potential Homestead & Development Sites
- Hunting Possibilities
- Tracts Ranging from 3.5± to 35± Acres

Thursday, March 23 at 6pm est
Held at 541 West Main St, Butler, IN

800.451.2709

www.SchraderAuction.com

SCHRADER
Real Estate and Auction Company, Inc.

DISCLAIMER:

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

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

Seller: Karen Recker, Trustee of the Edie E Recker Trust



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

AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 6 individual tracts, any combination of tracts & as a total 80± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

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

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

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

DEED: Seller shall provide warranty Deed(s)

CLOSING: The balance of the real estate purchase price is due at closing, which will take place approximately 30 days after the auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Seller will be responsible for 2022 taxes payable in 2023, buyer will take responsibility after.

PROPERTY INSPECTION: Each potential Bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries & due diligence concerning the property. Inspection dates have been scheduled & will be staffed w/ auction personnel. Further, Seller disclaims any & all responsibility for Bidder's safety during any physical inspection of the property. No party shall be deemed an invitee of the property by virtue of the offering of the property for sale.

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

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

AGENCY: Schrader Real Estate & Auction Company, Inc. & its representatives

are exclusive agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, & no warranty or representation, either expressed or implied, concerning the property is made by the Seller or the Auction Company. All sketches & dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Seller & Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

AUCTION MANAGERS: Dean Rummel • 260.343.8511 &
Daniel Days • 260.2331401

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REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, MARCH 23, 2023
80± ACRES – BUTLER, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Thursday, March 16, 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
80± Acres • Dekalb County, Indiana
Thursday, March 23, 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 Thursday, March 23, 2023 at 6:00 PM. (EST)
3. I have read the information contained in the Real Estate Bidder's Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer's premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier's check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, March 16, 2023**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

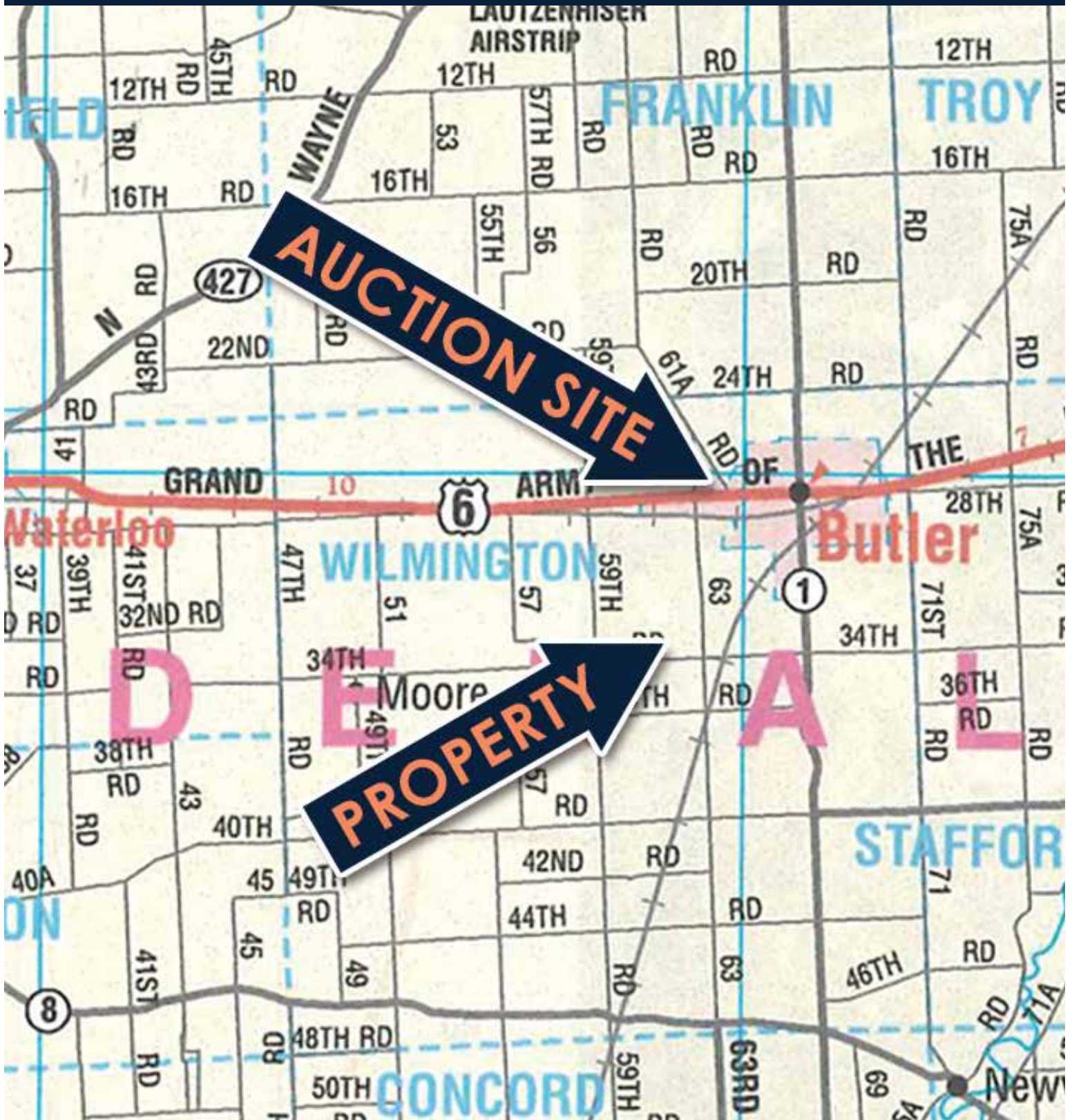
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

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

LOCATION & TRACT MAPS

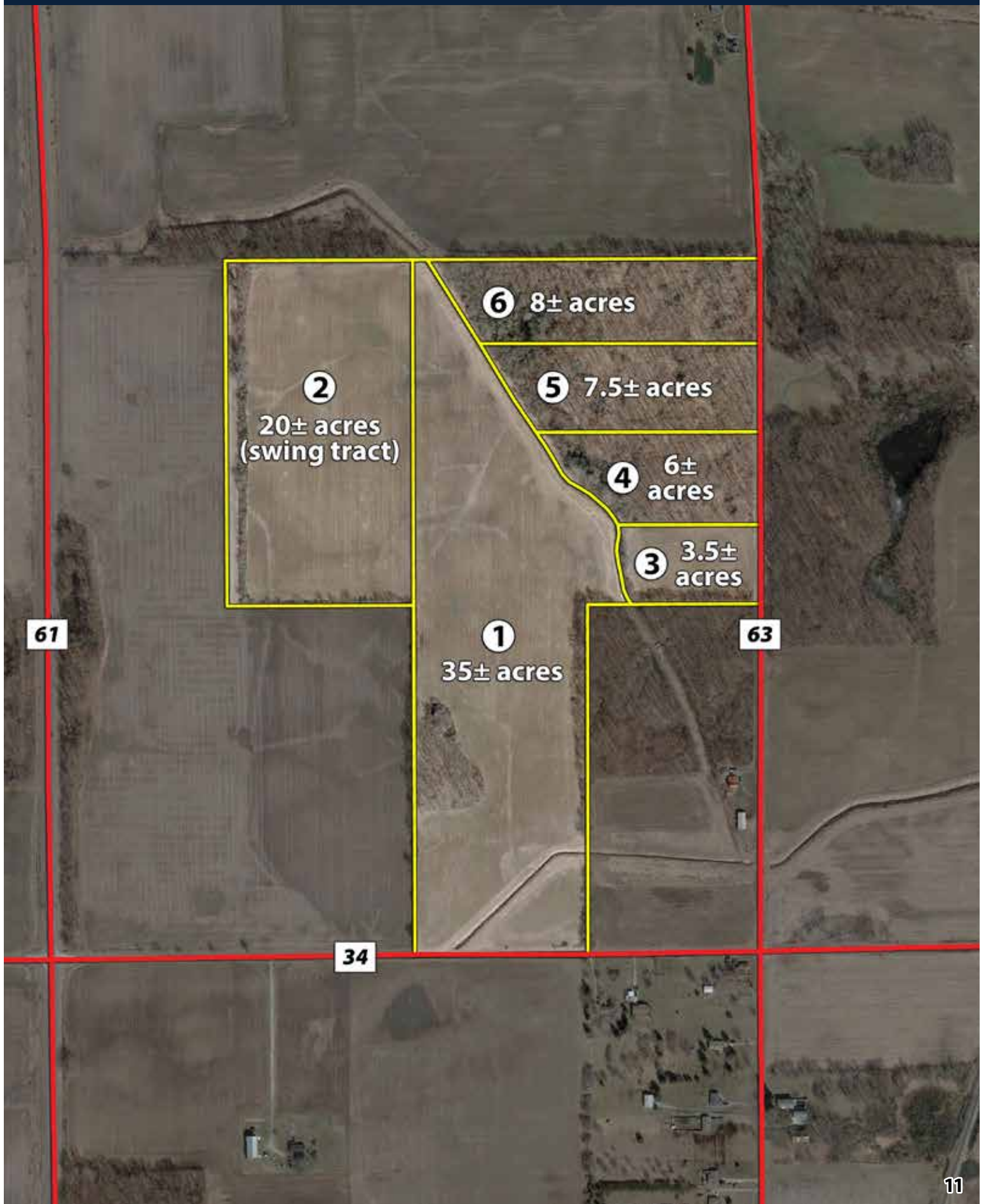
LOCATION & TRACT MAPS



AUCTION LOCATION: International Monster Truck Museum, 541 West Main St, Butler IN 46721

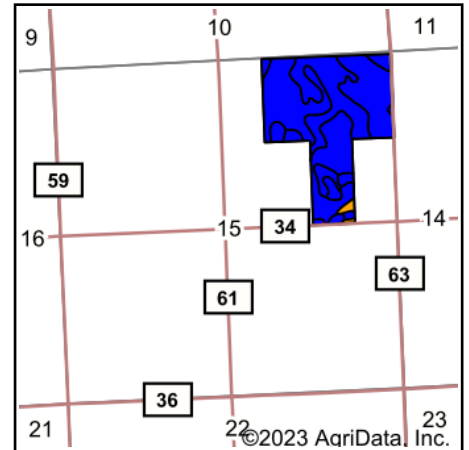
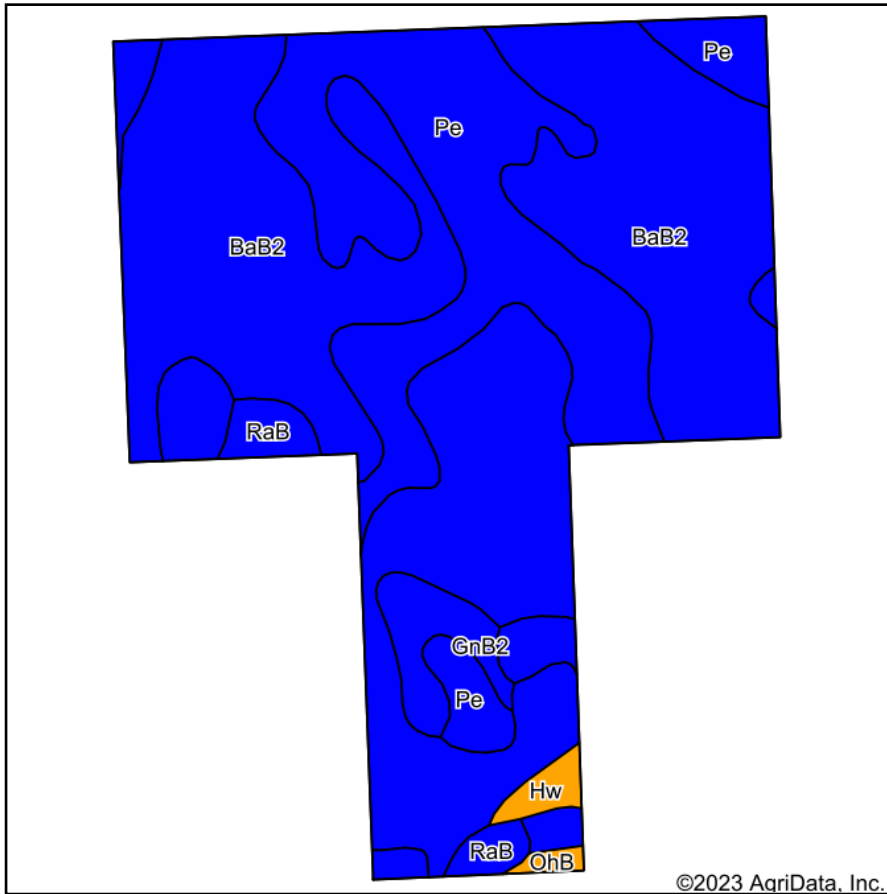
PROPERTY LOCATION: *Tracts 1-2:* From I-69, take exit 334 to SR 6 & head east for 9 miles. Then head south at CR 63. After 1 mile, turn & head west on CR 34. The property will be on the north side of the road. Watch for signs. *Tracts 3-6:* From I-69, take exit 334 to SR 6 & head east for 9 miles. Then head south at CR 63. After 1 mile the property will be on the west side of the road. Watch for signs.

LOCATION & TRACT MAPS



MAPS

SURETY SOILS MAP



State: **Indiana**
 County: **DeKalb**
 Location: **15-34N-14E**
 Township: **Wilmington**
 Acres: **83.05**
 Date: **2/6/2023**



Maps Provided By

 CUSTOMIZED ONLINE MAPPING
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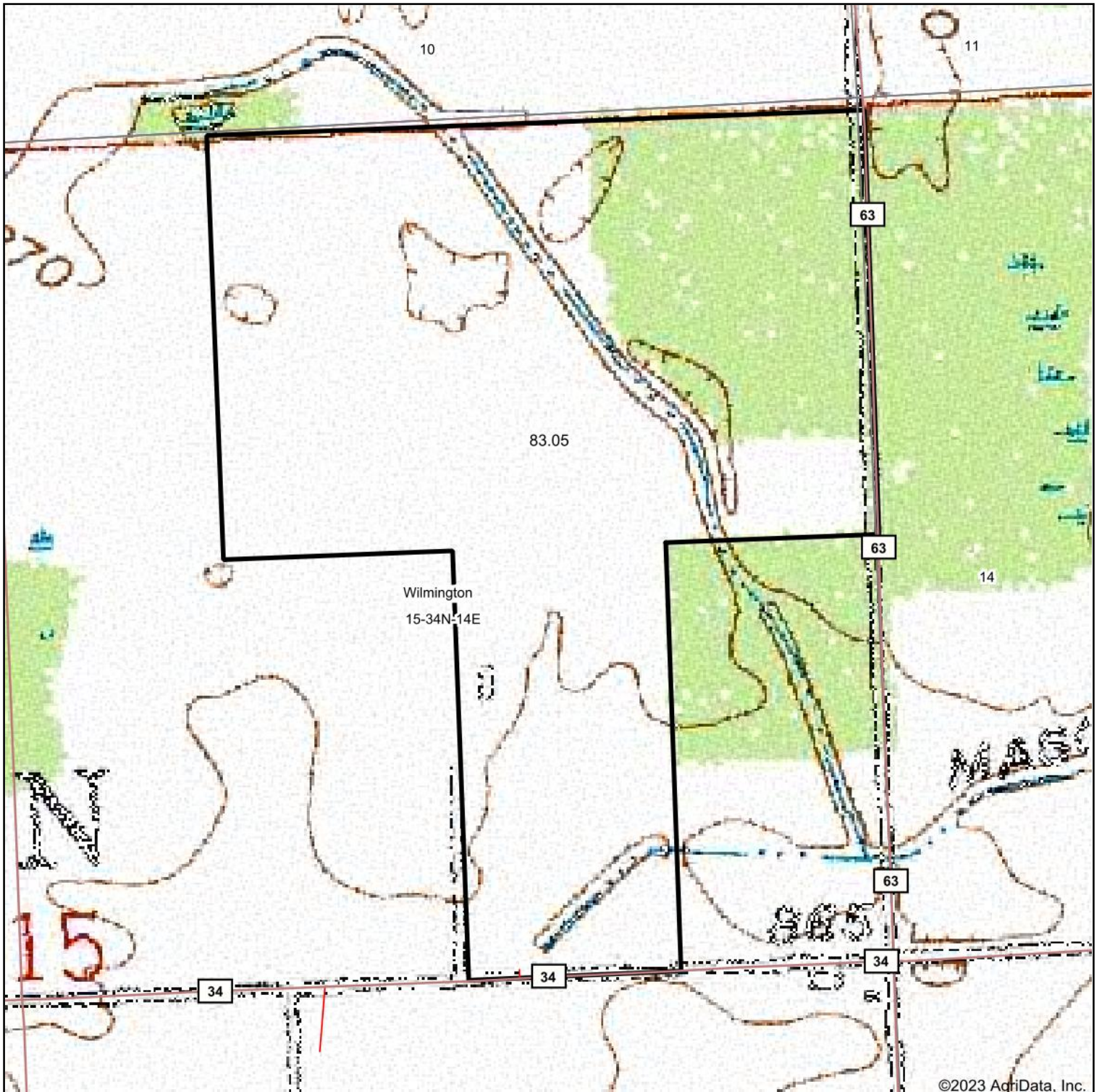
Soils data provided by USDA and NRCS.

Area Symbol: IN033, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu	
BaB2	Blount loam, interlobate moraines, 1 to 4 percent slopes, eroded	51.89	62.5%		Ile		137	17	5				9	50	54
Pe	Pewamo silty clay	25.84	31.1%		Ilw		155	22	5			10	42	62	
GnB2	Glynwood loam, 2 to 6 percent slopes, eroded	2.40	2.9%		Ile	5	128	18	4	8	78		41	56	
RaB	Rawson sandy loam, 2 to 6 percent slopes	1.81	2.2%		Ile		126	18	5			8	44	57	
Hw	Houghton muck, drained	0.79	1.0%		Illw		159		5			11	42	64	
OhB	Oshtemo sandy loam, 0 to 6 percent slopes	0.32	0.4%		Ille		110	18	4			7	39	55	
Weighted Average					2.01	0.1	142.2	18.4	5	0.2	2.3	9	47	56.7	

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP



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map center: 41° 24' 39.61, -84° 53' 35.53



15-34N-14E
DeKalb County
Indiana

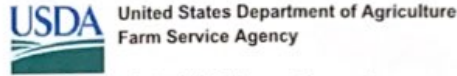


2/6/2023

FSA INFORMATION

FSA INFORMATION

INDIANA
DEKALB
Form: FSA-156EZ



FARM : 128
Prepared: 2/23/23 2:46 PM CST
Crop Year: 2023

Abbreviated 156 Farm Record

See Page 2 for non-discriminatory Statements.

Operator Name : THOMAS LEE KELLER
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
81.29	55.15	55.15	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	55.15	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	10.23	0.00	36	
Corn	10.83	0.00	114	
Soybeans	19.84	0.00	35	0
TOTAL	40.90	0.00		

NOTES

--

Tract Number : 2137

Description : J5/1A WILMINGTON SEC 15 CR63 N OF CR 34 W SIDE
FSA Physical Location : INDIANA/DEKALB
ANSI Physical Location : INDIANA/DEKALB
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : EDIE LANNING RECKER
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
81.29	55.15	55.15	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION



PRELIMINARY TITLE

PRELIMINARY TITLE



COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

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

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

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 90 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

ALTA Commitment for Title Insurance 8-1-16

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PRELIMINARY TITLE



2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
 - (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (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**

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

PRELIMINARY TITLE



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

8. PRO-FORMA POLICY

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

9. ARBITRATION

The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance 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. You may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Countersigned:

Jamie McKenzie

Jamie McKenzie
Assurance Title Company, LLC
102 E Main St.
Albion, IN 46701

COMMONWEALTH LAND TITLE INSURA

By: *Michael J. Nolan*
Michael J. Nolan
President

ATTEST: *Marjorie Nemzura*
Marjorie Nemzura
Secretary

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ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE



Transaction Identification Data for reference only:

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St., Albion, IN 46701
ALTA® Universal ID: 1125584
Loan ID Number:
Issuing Office File Number: 23-551
Commitment Number: 23-551
Revision Number:
Property Address: County Road 63 & County Road 34, Butler, IN 46721

SCHEDULE A

1. Commitment Date: 01/09/2023 at 8:00 AM
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy \$1.00

PROPOSED INSURED: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
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:

Karen Recker, Successor Trustee of Edie L. Recker Trust Agreement, dated July 24, 2014
5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: Jamie McKenzie
Jamie McKenzie, License #: 3388018
Authorized Signatory

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PRELIMINARY TITLE



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. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Duly authorized and executed Deed from Karen Recker, Successor Trustee of Edie L. Recker Trust Agreement, dated July 24, 2014, to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below, to be executed and recorded at closing.
8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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PRELIMINARY TITLE



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. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments on the Land of existing improvements located on adjoining land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes for 2021 payable 2022
Parcel No. 15-07-15-200-002
Tax Unit of Wilmington
State ID No. 17-07-15-200-002.000-026
May 10 \$137.50 PAID
November 10 \$137.50 PAID
Assessed Valuation: Land \$21,600 Improvements \$0
Exemptions \$0
8. Annual assessment of \$6.24 for maintenance of E.D. Creager Drain 2022,
May 10 \$3.12 PAID, November 10 \$3.12 PAID.
9. Annual assessment of \$70.00 for maintenance of C.O. Metcalf Drain 2022,
May 10 \$35.00 PAID, November 10 \$35.00 PAID.
10. Annual assessment of \$213.50 for maintenance of Warren A Mason Drain 2022,
May 10 \$106.75 PAID, November 10 \$106.75 PAID.

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ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE



11. Taxes for 2021 payable 2022
Parcel No. 15-07-15-200-003
Tax Unit of Wilmington
State ID No. 17-07-15-200-003.000-026
May 10 \$42.65 PAID
November 10 \$42.65 PAID
Assessed Valuation: Land \$6,700 Improvements \$0
Exemptions \$0
12. Annual assessment of \$6.24 for maintenance of E.D. Creager Drain 2022,
May 10 \$3.12 PAID, November 10 \$3.12 PAID.
13. Annual assessment of \$70.00 for maintenance of C.O. Metcalf Drain 2022,
May 10 \$35.00 PAID, November 10 \$35.00 PAID.
14. Annual assessment of \$240.74 for maintenance of Warren A Mason Drain 2022,
May 10 \$120.37 PAID, November 10 \$120.37 PAID.
15. Taxes for 2021 payable 2022
Parcel No. 15-07-15-200-004
Tax Unit of Wilmington
State ID No. 17-07-15-200-004.000-026
May 10 \$96.12 PAID
November 10 \$96.12 PAID
Assessed Valuation: Land \$15,100 Improvements \$0
Exemptions \$0
16. Annual assessment of \$6.24 for maintenance of E.D. Creager Drain 2022,
May 10 \$3.12 PAID, November 10 \$3.12 PAID.
17. Annual assessment of \$70.00 for maintenance of C.O. Metcalf Drain 2022,
May 10 \$35.00 PAID, November 10 \$35.00 PAID.
18. Annual assessment of \$177.70 for maintenance of Warren A Mason Drain 2022,
May 10 \$88.85 PAID, November 10 \$88.85 PAID.
19. Taxes for 2021 payable 2022
Parcel No. 15-07-15-200-005
Tax Unit of Wilmington
State ID No. 17-07-15-200-005.000-026
May 10 \$113.94 PAID
November 10 \$113.94 PAID
Assessed Valuation: Land \$17,900 Improvements \$0
Exemptions \$0
20. Annual assessment of \$6.24 for maintenance of E.D. Creager Drain 2022,
May 10 \$3.12 PAID, November 10 \$3.12 PAID.
21. Annual assessment of \$70.00 for maintenance of C.O. Metcalf Drain 2022,
May 10 \$35.00 PAID, November 10 \$35.00 PAID.

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ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE



22. Annual assessment of \$257.06 for maintenance of Warren A Mason Drain 2022, May 10 \$128.53 PAID, November 10 \$128.53 PAID.
23. Taxes for 2023 due and payable 2024, and subsequent taxes.
24. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of 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.
25. 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.
26. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.
27. Right of way for drainage tiles, feeders and laterals, if any.
28. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
29. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
30. Rights of tenants in possession as tenants only under unrecorded leases.
31. This commitment has been issued without a judgment search being made against the name insured.

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ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE



EXHIBIT A Property Description

Issuing Office File No.: 23-551

The West half of the Southeast Quarter of the Northeast Quarter, and also the South half of the Northeast Quarter of the Northeast Quarter, all in section fifteen (15), Township thirty-four (34) North, range fourteen (14) East, in DeKalb County, in the State of Indiana.

Also, the East half of the Northwest Quarter of the Northeast Quarter of section fifteen (15), and the North half of the Northeast Quarter of the Northeast Quarter of section fifteen (15), all in Township thirty-four (34) North, of Range fourteen (14) East in DeKalb County, Indiana, and containing forty (40) acres more or less.

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ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE



CHAIN OF TITLE

The only conveyances affecting said land, constituting a twenty-four (24) month chain of title, are as follows:

1. Edie L. Recker to Edie L. Recker Trust Agreement, dated July 24, 2014 by deed dated 10/21/2014 and recorded on 11/13/2014 as Instrument Number 201405443 in the Official Records of the DeKalb County Recorder.

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ALTA Commitment for Title Insurance 8-1-16



PRELIMINARY TITLE

201405443
11/13/2014 AT 2:36:34 PM
RECORDER OF DEKALB CO, IN
KATIE FIRESTONE
Fee Amount: 17.00
Pages: 1

QUIT-CLAIM DEED

On October 21, 2014, THE GRANTOR, Edie L. Recker, competent adult, of Wood County, Ohio, for no consideration paid, conveys, releases and quitclaims to the GRANTEE Edie L. Recker, Trustee of the Trust Agreement of Edie L. Recker dated the 24th day of July, 2014, whose mailing address is 4751 Fremont Pike, Perrysburg, Ohio 43551, the following described real estate situated in DeKalb County, State of Indiana:

The west half of the southeast quarter of the northeast quarter, and also the south half of the northeast quarter of the northeast quarter, all in section fifteen (15), township thirty-four (34) north, range fourteen (14) east, in DeKalb County, in the State of Indiana.

Also, the east half of the northwest quarter of the northeast quarter of section fifteen (15), and the north half of the northeast quarter of the northeast quarter of section fifteen (15), all in township thirty-four (34) north, of range fourteen (14) east in DeKalb County, Indiana, and containing forty (40) acres more or less.

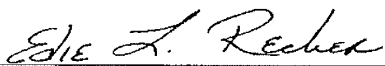
Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives and assigns shall have, claim or demand any right or title to the property, premises, and appurtenances, or any part hereof.

Tax Parcel Nos. 15-07-15-200-002, 15-07-15-200-003, 15-07-15-200-04 and 15-07-15-200-005

Mail Tax Statements To: Edie L. Recker, 4751 Fremont Pike, Perrysburg, Ohio 43551

Prior Instrument Reference: 201103873

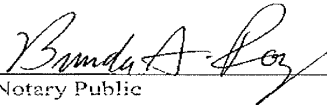
Executed this 21st day of October, 2014.



Edie L. Recker

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 21st day of October, 2014, by Edie L. Recker, competent adult.



Notary Public

This Instrument Prepared By and Return To:
Brenda A. Ray, Esq.
Brenda A. Ray Law Offices, Ltd.
6591 W. Central Avenue, Suite 204
Toledo, OH 43617

Grantee's address is: 4751 Fremont Pike, Perrysburg, OH 43551

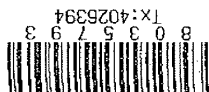


BRENDA A. RAY
Notary Public, State of Ohio
My Commission has no Expiration Date
Section 147.03 ORC

DULY ENTERED
FOR TAXATION

NOV 13 2014


AUDITOR DEKALB COUNTY



PHOTOS

PHOTOS



PHOTOS



PHOTOS



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PHOTOS



PHOTOS



Ⓜ CORE_CAM

37F 2C ●

01-22-2023 19:24:52



Ⓜ CORE_CAM

33F 0C ●

01-30-2023 10:46:05



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