

# LAND AUCTION

Tuesday, October 10 • 6:30pm EST

- White County, IN
- Cropland & Wooded Building Sites
- 304± Tillable Acres

**327.5±**  
Acres

Offered in 7 Tracts



## INFORMATION BOOK



800.451.2709  
SchraderAuction.com

Between Brookston & Delphi  
North of Lafayette & South of Monticello, IN

ONLINE BIDDING AVAILABLE

**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:** The Estate of Elisabeth Kurz & Oak Tree Farms LP



**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 7 individual tracts, any combination of tracts & as a total 327.5± 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 final bid prices are subject to the Seller's acceptance or rejection. All successful bidders will be required to sign Purchase Agreements at the auction site immediately following the close of the auction.

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

**EVIDENCE OF TITLE:** Seller shall provide a preliminary title insurance commitment for review prior to auction. Seller agrees to furnish Buyer(s), at Seller's expense, an updated title commitment prior to closing. The cost of providing an Owner's Title Policy shall be paid for by Seller at closing.

**CLOSING:** The balance of the purchase price is due at closing. The targeted closing date will be approx. 30 days after the auction or as soon thereafter

upon completion of surveys, if applicable, the final title commitment & Seller's closing documents. Costs for an administered closing shall be shared 50:50 between Buyer(s) & Seller. All lender costs shall be paid by the Buyer(s). **POSSESSION:** Possession is at closing, subject to rights of Owner/Tenant for the 2023 crop.

**REAL ESTATE TAXES:** Taxes for 2023 due in 2024 will be estimated and given as a credit for new owner to pay when due next spring, as seller intends to retain all rents for 2023.

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

**SURVEY:** The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction or where Seller otherwise determines a survey is appropriate. Any need for a new survey shall be determined solely by the Seller. Seller & successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Seller's option & sufficient for providing title insurance. If Seller determines a survey is needed, combined purchases will receive a perimeter survey only. Final sales price shall be adjusted to reflect any difference between advertised & surveyed acres.

**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.

**EASEMENTS:** Subject to any & all existing easements.

**AGENCY:** Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the Seller.

**DISCLAIMER & ABSENCE OF WARRANTIES:** All info 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 approx.. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & due diligence concerning the property. The info 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 MANAGER:** Dean Retherford • 765.427.1244 #AU10700099  
Schrader Real Estate and Auction Company, Inc. #AC63001504

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# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, OCTOBER 10, 2023**

**327.5± ACRES – BROOKSTON & DELPHI, 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](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Tuesday, October 3, 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**  
**327.5± Acres • White County, Indiana**  
**Tuesday, October 10, 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 Tuesday, October 10, 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](http://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](mailto: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, Tuesday, October 3, 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:**

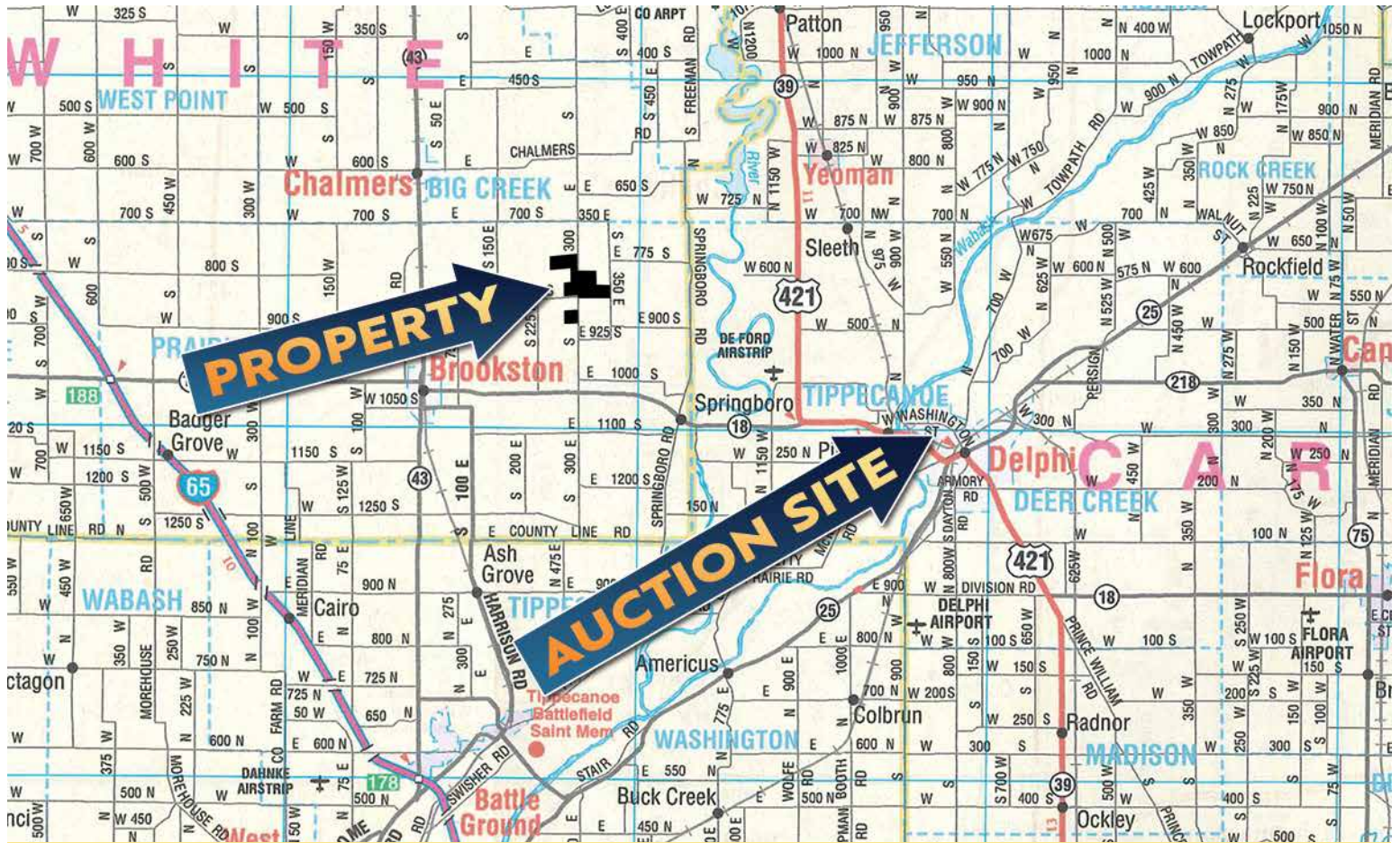
E-mail address of registered bidder: \_\_\_\_\_

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

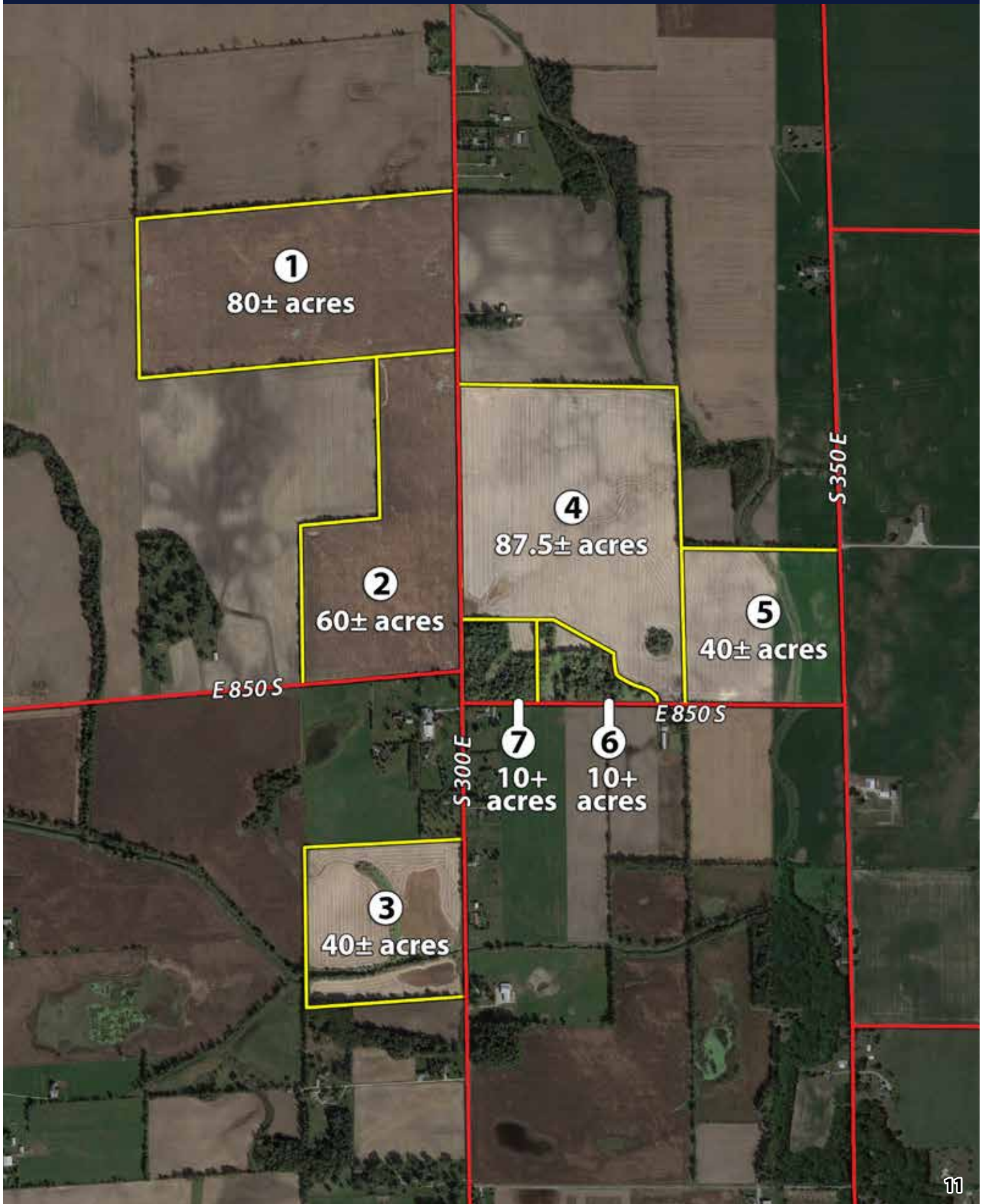
# LOCATION & TRACT MAPS



**AUCTION LOCATION:** Wabash & Erie Canal Park Conference Center, 1030 N Washington St, Delphi, IN 46923

**PROPERTY LOCATION:** From the corner of SR 43 & SR 18 in downtown Brookston, proceed 3 miles east on SR 18 to CR S 300 E. Go north 1.6 miles to the corner of CR S 300 E & E 850 S. The farm is on the north side of the intersection.

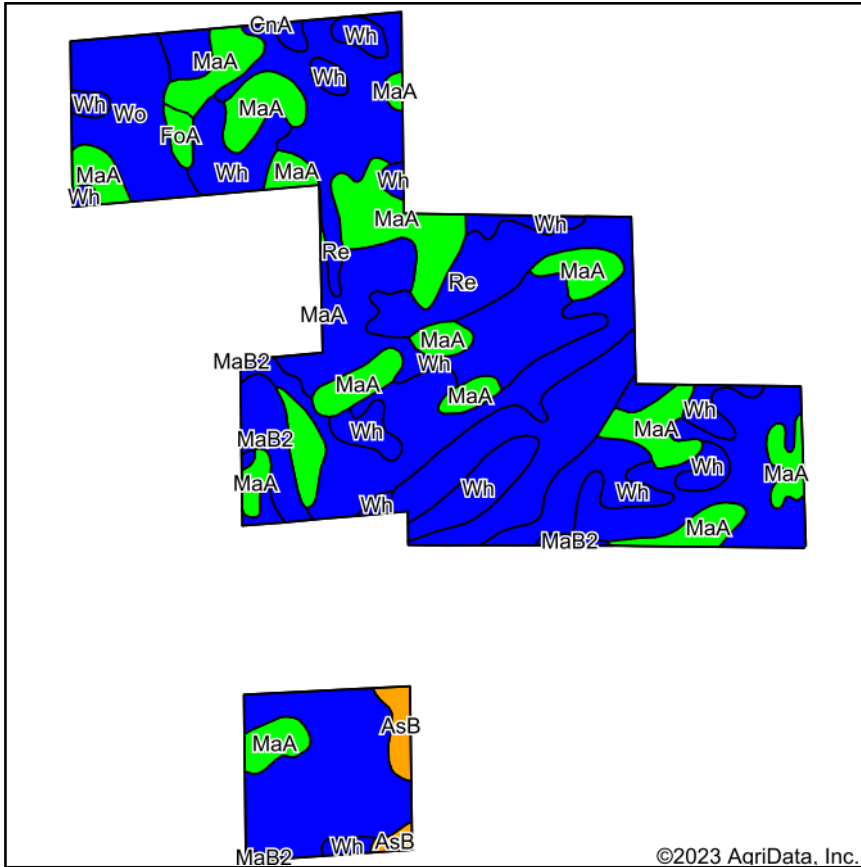
# LOCATION & TRACT MAPS





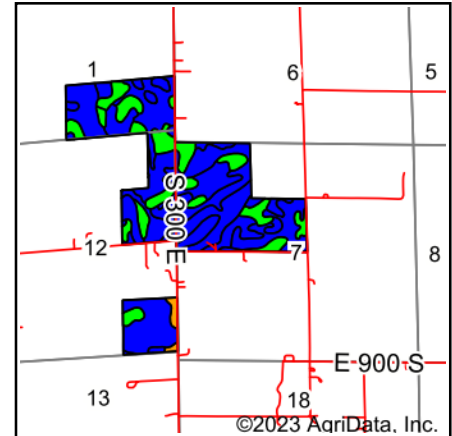
# SOILS MAP

# SURETY SOILS MAP



©2023 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Indiana**  
 County: **White**  
 Location: **7-25N-3W**  
 Township: **Prairie**  
 Acres: **334.82**  
 Date: **7/27/2023**



Maps Provided By:



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www.AgriDataInc.com



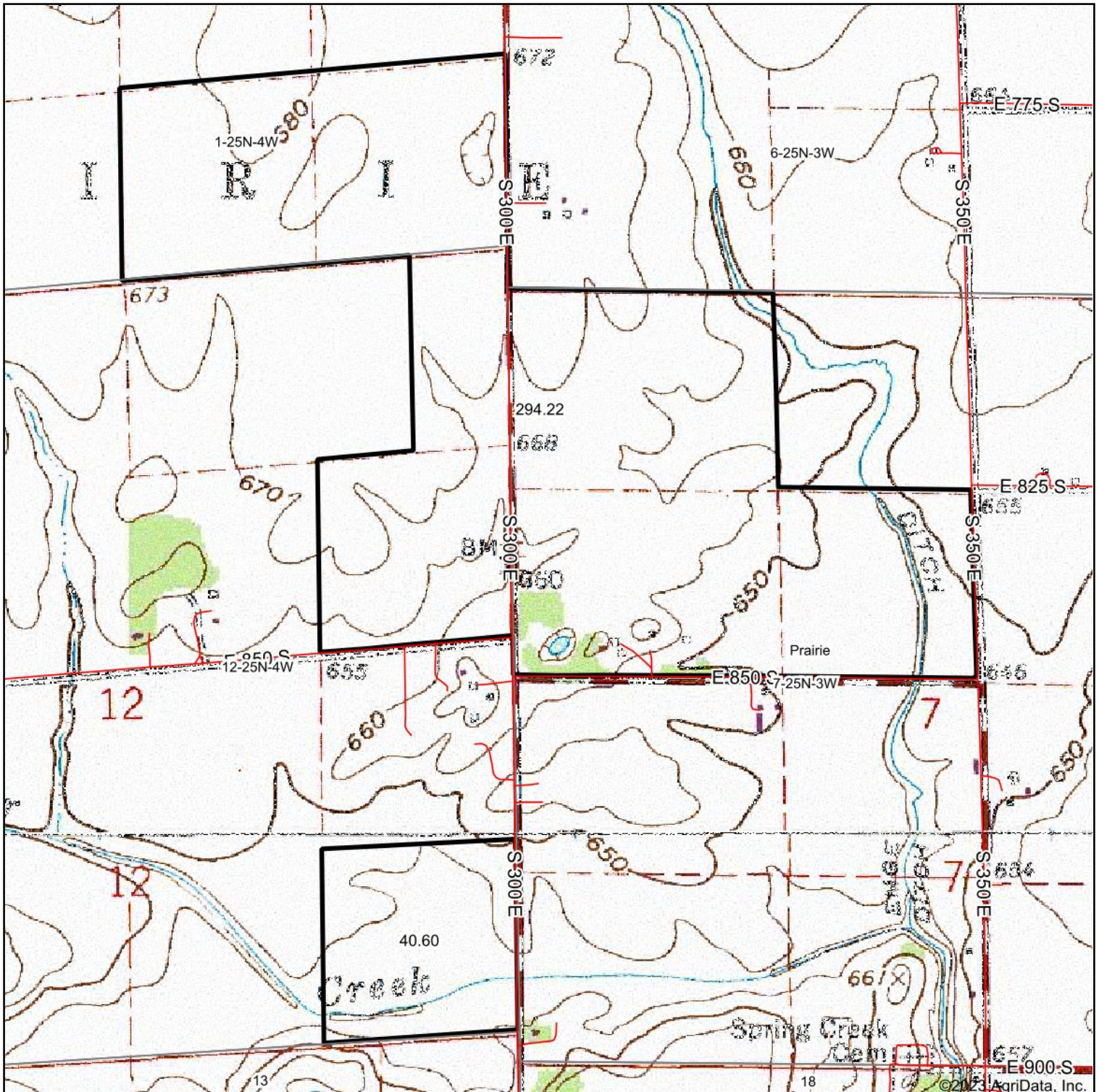
Area Symbol: IN181, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	
Re	Rensselaer clay loam	127.51	38.1%		IIw	175	6	12	49	70	
Wh	Whitaker silt loam	79.18	23.6%		IIw	150	5	10	49	68	
MaA	Martinsville silt loam, 0 to 2 percent slopes	67.72	20.2%		I	140	5	10	49	71	
MaB2	Martinsville silt loam, 2 to 8 percent slopes, eroded	33.99	10.2%		Ile	135	5	9	47	68	
Wo	Wolcott clay loam	19.21	5.7%		IIw	175	6	12	49	70	
AsB	Alvin fine sandy loam, 2 to 6 percent slopes	4.17	1.2%		IIIe	110	4	7	39	55	
FoA	Foresman silt loam, 0 to 2 percent slopes	1.92	0.6%		I	160	5	11	52	72	
MoA	Montmorenci loam, 0 to 2 percent slopes	1.12	0.3%		IIIs	145	5	10	49	66	
<b>Weighted Average</b>						<b>1.80</b>	<b>157</b>	<b>5.4</b>	<b>10.7</b>	<b>48.7</b>	<b>69.3</b>

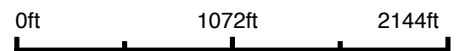
Soils data provided by USDA and NRCS.

# TOPOGRAPHY MAP

# TOPOGRAPHY MAP



Map Center: 40° 37' 49.42, -86° 48' 41.17



7-25N-3W  
White County  
Indiana



7/27/2023



# SURVEY



# SURVEY

## Tracts 6 & 7 - 10+ Acre Building Sites Only

### SURVEYOR'S REPORT

This Plot of survey was prepared per the request of Dean Retherford of Schrader Auction. The property is currently owned by the Oak Tree Farm Ltd Partnership and is located in Section 7, T 25 N, R 3 W, in Prairie Twp, White County, Indiana. The survey was done to split out approximately two 10 acre tracts from the existing tract and prepare modern legal descriptions.

In accordance with the Indiana Survey Standards as defined in Indiana Administrative Code 865 ICA (Rule 12), the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners of this survey as a result of:

Variance in the reference monuments, discrepancies in record descriptions and plats, inconsistencies in lines of occupation, and random errors in measurement (theoretical uncertainty).

There may be UNWRITTEN RIGHTS associated with these uncertainties.

The basis of bearing used for this survey was the West line of Section 7-T25N-R3W IN 02°46'31" W per GPS.

#### EXISTING MONUMENTS

The following monuments were found:

SW Cor: NW 1/4 Sec 7-T25N-R3W	Iron Pin Found
SE Cor: NW 1/4 Sec 7-T25N-R3W	Iron Pin Found
NE Cor: SE 1/4 Sec 12-T25N-R4W	Iron Pin Found

Corners for sections 12 and 7 are on file with the White County Surveyor.

#### DISCREPANCIES IN RECORD DESCRIPTION AND PLATS

None.

#### INCONSISTENCIES IN LINES OF OCCUPATION

None.

#### LOCATION

The West and South line are the West and South line of the NW 1/4 of said Section 7. The North and East lines were set to get at least 10 acres.

#### THEORETICAL UNCERTAINTY

The relative positional accuracy of the corners of the subject tract as found and established in this survey is within the specification of a rural survey of 0.25 feet plus 200 parts per million.

#### CERTIFICATION

I Robert R. Grove hereby certify that this Plot of Survey represents a survey prepared by me in August 2023 and to the best of my knowledge and belief was executed in accordance with 865 IAC 1-12 (Rule 12) of the State of Indiana.

DATE: August 24, 2023



Robert R. Grove

RLS# 80910020



Declaration: I affirm under penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law.



Signature of Declarant

Robert R. Grove  
Printed name of Declarant

oaktreesR

PART OF THE NW 1/4 OF SEC 7, T 25 N, R 3 W

PRAIRIE TOWNSHIP, WHITE COUNTY, INDIANA

PLAT OF SURVEY

PREPARED BY:

R. R. GROVE, P. E. / L. S.  
3421 Ingram Ct.  
LAFAYETTE, IN 47909  
Phone: 17651 258-5873

DATE 08-24-2023

SHT. 2 of 2

REV. 08-30-2023

OWNER: OAK TREE FARM Ltd PARTNERSHIP  
ID: 91-53-07-000-000.200-015

# SURVEY OVERLAY

Tracts 6 & 7 - 10+ Acre Building Sites Only



# FSA INFORMATION

# FSA INFORMATION

INDIANA  
WHITE  
Form: FSA-156EZ



FARM : 1532  
Prepared : 7/27/23 1:51 PM CST  
Crop Year : 2023

See Page 3 for non-discriminatory Statements.

## Abbreviated 156 Farm Record

Operator Name : ERICKSON FARMS LLC  
CRP Contract Number(s) : None  
Recon ID : None  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
321.83	304.03	304.03	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	304.03	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	186.81	0.00	164	0
Soybeans	117.19	0.00	48	0
<b>TOTAL</b>	<b>304.00</b>	<b>0.00</b>		

### NOTES

Tract Number : 1392  
Description : 110/A2 1/4 MI E OF 300E ON 850S  
FSA Physical Location : INDIANA/WHITE  
ANSI Physical Location : INDIANA/WHITE  
BIA Unit Range Number :  
HEL Status : NHEL: No agricultural commodity planted on undetermined fields  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : OAK TREE FARM LP  
Other Producers : None  
Recon ID : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
286.90	269.72	269.72	0.00	0.00	0.00	0.00	0.0

# FSA INFORMATION

INDIANA  
WHITE  
Form: FSA-156EZ



## Abbreviated 156 Farm Record

FARM : 1532  
Prepared: 7/27/23 1:51 PM CST  
Crop Year : 2023

### Tract 1392 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	269.72	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	165.72	0.00	164
Soybeans	103.97	0.00	48
<b>TOTAL</b>	<b>269.69</b>	<b>0.00</b>	

### NOTES

Tract Number : 1393

Description : I10/B2 3/8 MI S OF 850S ON 300E  
 FSA Physical Location : INDIANA/WHITE  
 ANSI Physical Location : INDIANA/WHITE  
 BIA Unit Range Number :  
 HEL Status : HEL determinations not completed for all fields on the tract  
 Wetland Status : Wetland determinations not complete  
 WL Violations : None  
 Owners : OAK TREE FARM LP  
 Other Producers : None  
 Recon ID : None

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
34.93	34.31	34.31	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	34.31	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	21.09	0.00	164
Soybeans	13.22	0.00	48
<b>TOTAL</b>	<b>34.31</b>	<b>0.00</b>	

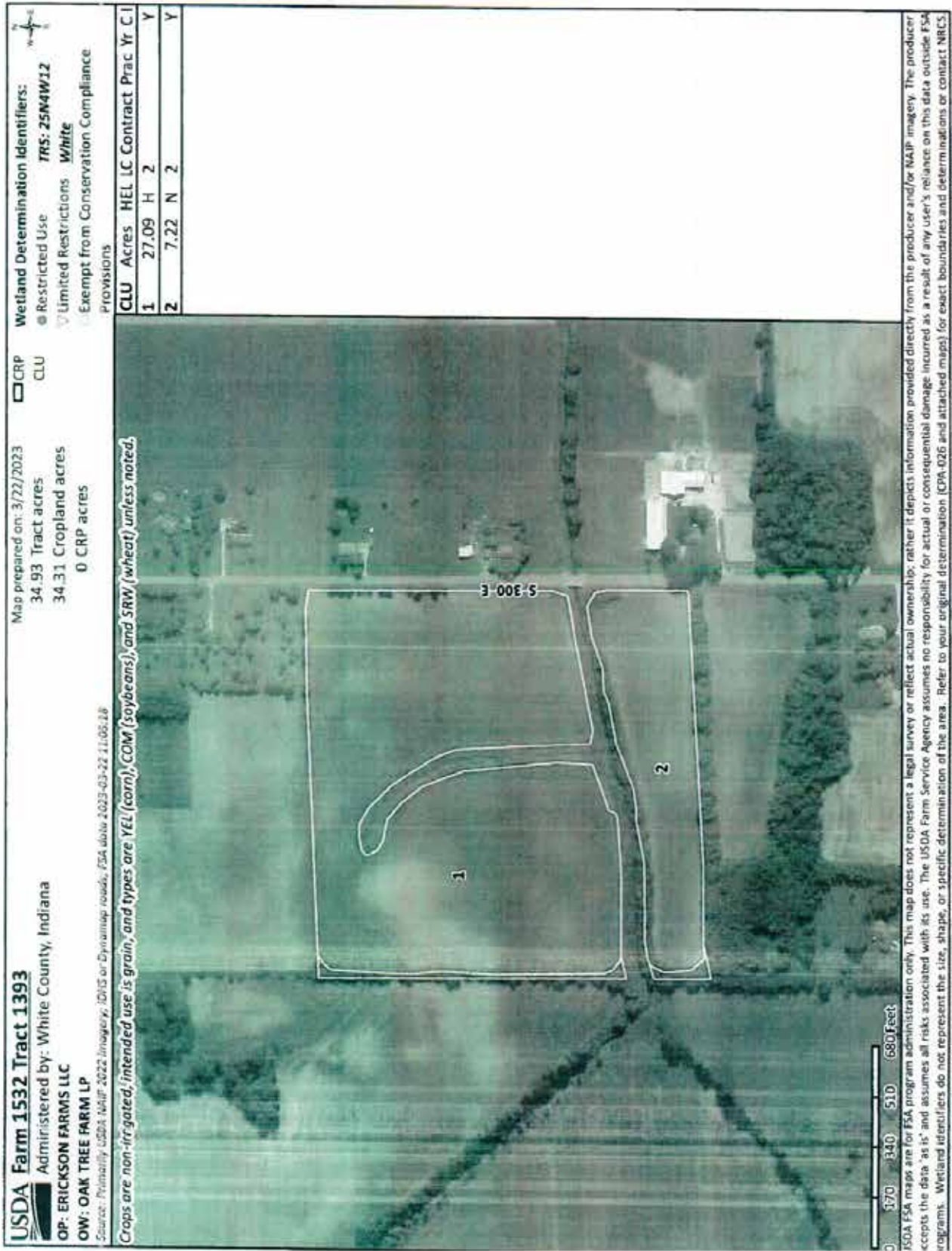
### NOTES

# FSA INFORMATION





# FSA INFORMATION





# TAX INFORMATION

# TAX INFORMATION

White County, Indiana

generated on 7/24/2023 4:36:20 PM EST

## Parcel

Parcel Number	Address	Current Total Value	Data as of	Assess Year	Pay Year
91-53-07-000-000.200-015	3147 E 850 S	\$238,800	7/24/2021 8:01:00 AM 2021	2021	2022

### Owner Information

Owner Name	Oak Tree Farm Ltd Partnership
Owner Address	PO Box 622 Francesville IN 47946-0622
Transfer Date	01/13/1994

### Location / Description

Taxing Unit	015	Section & Plat	07
Township	008	Routing #	16.000
Parcel Address	3147 E 850 S	Parcel Address	3147 E 850 S
		Legal Desc.	SW NW 7-25-3 57.00 520,667

Parcel Type		Topography		Services	
Property Class Code	101	Level Ground	Y	Water	N
Neighborhood Code	150103	High	N	Sewer	N
Neighborhood Factor	165.00	Low	N	Natural Gas	N
Street / Road Code	A	Rolling	N	Electricity	Y
		Swampy	N	Sidewalk	N
				Alley	N

### Assessment Information

Current Land Value	\$86,200	Residential Land	\$21,300	Deeded Acreage	57.0000
Current Imp. Value	\$152,600	Residential Imp.	\$147,000	Average Value / Acre	\$1,190
Current Total Value	\$238,800	Residential Total	\$168,300	Appraisal Date	3/1/1995
Commercial Land	\$0	Non-Res Land	\$64,900	Reason For Change	17
Commercial Imp.	\$0	Non-Res Imp.	\$5,600	Prior Land Value	\$86,200
Commercial Total	\$0	Non-Res Total	\$70,500	Prior Imp. Value	\$152,600
Dwelling Value	\$146,800	Classified Land Value	\$0	Adjustment Factor	0.00
Farmland Value	\$64,930	Homesite Value	\$21,250		

# TAX INFORMATION

White County, Indiana

generated on 7/24/2023 4:37:08 PM EST

## Parcel

Parcel Number	Address	Current Total Value	Data as of	Assess Year	Pay Year
91-53-07-000-000.300-015	850 EAST & 300 EAST	\$73,600	7/24/2021 8:01:00 AM 2021	2021	2022

### Owner Information

Owner Name	Oak Tree Farm Ltd Partnership
Owner Address	PO Box 622 Francesville IN 47946-0622
Transfer Date	01/13/1994

### Location / Description

Taxing Unit	015	Section & Plat	07
Township	008	Routing #	17.000
Parcel Address	850 EAST & 300 EAST	Parcel Address	850 EAST & 300 EAST
		Legal Desc.	NW NW 7-25-3 50.60 667

Parcel Type		Topography		Services	
Property Class Code	100	Level Ground	Y	Water	N
Neighborhood Code	150103	High	N	Sewer	N
Neighborhood Factor	165.00	Low	N	Natural Gas	N
Street / Road Code	A	Rolling	N	Electricity	Y
		Swampy	N	Sidewalk	N
				Alley	N

### Assessment Information

Current Land Value	\$73,600	Residential Land	\$0	Deeded Acreage	50.6000
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$1,472
Current Total Value	\$73,600	Residential Total	\$0	Appraisal Date	
Commercial Land	\$0	Non-Res Land	\$73,600	Reason For Change	17
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$73,600
Commercial Total	\$0	Non-Res Total	\$73,600	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0	Adjustment Factor	0.00
Farmland Value	\$73,580	Homesite Value	\$0		

# TAX INFORMATION

White County, Indiana

generated on 7/24/2023 4:38:00 PM EST

## Parcel

Parcel Number	Address	Current Total Value	Data as of	Assess Year	Pay Year
91-53-07-000-000.400-015	850 SOUTH & 350 EAST	\$56,300	7/24/2021 8:01:00 AM 2021	2021	2022

### Owner Information

Owner Name	Oak Tree Farm Ltd Partnership
Owner Address	PO Box 622 Francesville IN 47946-0622
Transfer Date	01/13/1994

### Location / Description

Taxing Unit	015	Section & Plat	07
Township	008	Routing #	14.000
Parcel Address	850 SOUTH & 350 EAST	Parcel Address	850 SOUTH & 350 EAST
		Legal Desc.	SE NW 7-25-3 40.00 667

Parcel Type		Topography		Services	
Property Class Code	100	Level Ground	Y	Water	N
Neighborhood Code	150103	High	N	Sewer	N
Neighborhood Factor	165.00	Low	N	Natural Gas	N
Street / Road Code	A	Rolling	N	Electricity	Y
		Swampy	N	Sidewalk	N
				Alley	N

### Assessment Information

Current Land Value	\$56,300	Residential Land	\$0	Deeded Acreage	40.0000
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$1,499
Current Total Value	\$56,300	Residential Total	\$0	Appraisal Date	
Commercial Land	\$0	Non-Res Land	\$56,300	Reason For Change	17
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$56,300
Commercial Total	\$0	Non-Res Total	\$56,300	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0	Adjustment Factor	0.00
Farmland Value	\$56,300	Homesite Value	\$0		

# TAX INFORMATION

White County, Indiana

generated on 7/24/2023 4:39:14 PM EST

## Parcel

Parcel Number	Address	Current Total Value	Data as of	Assess Year	Pay Year
91-54-01-000-000.100-015	300 EAST	\$120,900	7/24/2021 8:01:00 AM 2021	2021	2022

### Owner Information

Owner Name	Oak Tree Farm Ltd Partnership
Owner Address	PO Box 622 Francesville IN 47946-0622
Transfer Date	01/13/1994

### Location / Description

Taxing Unit	015	Section & Plat	01
Township	008	Routing #	1.000
Parcel Address	300 EAST	Parcel Address	300 EAST
		Legal Desc.	S SE 1-25-4 80.00 520,667

Parcel Type		Topography		Services	
Property Class Code	100	Level Ground	Y	Water	N
Neighborhood Code	150103	High	N	Sewer	N
Neighborhood Factor	165.00	Low	N	Natural Gas	N
Street / Road Code	A	Rolling	N	Electricity	Y
		Swampy	N	Sidewalk	N
				Alley	N

### Assessment Information

Current Land Value	\$120,900	Residential Land	\$0	Deeded Acreage	80.0000
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$1,523
Current Total Value	\$120,900	Residential Total	\$0	Appraisal Date	
Commercial Land	\$0	Non-Res Land	\$120,900	Reason For Change	17
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$120,900
Commercial Total	\$0	Non-Res Total	\$120,900	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0	Adjustment Factor	0.00
Farmland Value	\$120,910	Homesite Value	\$0		

# TAX INFORMATION

White County, Indiana

generated on 7/24/2023 4:41:31 PM EST

## Parcel

Parcel Number	Address	Current Total Value	Data as of	Assess Year	Pay Year
91-54-12-000-000.100-015	300 EAST	\$60,000	7/24/2021 8:01:00 AM 2021	2021	2022

### Owner Information

Owner Name	Oak Tree Farm Ltd Partnership
Owner Address	PO Box 622 Francesville IN 47946-0622
Transfer Date	01/13/1994

### Location / Description

Taxing Unit	015	Section & Plat	12
Township	008	Routing #	6.000
Parcel Address	300 EAST	Parcel Address	300 EAST
		Legal Desc.	SE SE 12-25-4 40.00 520

Parcel Type		Topography		Services	
Property Class Code	100	Level Ground	Y	Water	N
Neighborhood Code	150103	High	N	Sewer	N
Neighborhood Factor	165.00	Low	N	Natural Gas	N
Street / Road Code	A	Rolling	N	Electricity	Y
		Swampy	N	Sidewalk	N
				Alley	N

### Assessment Information

Current Land Value	\$60,000	Residential Land	\$0	Deeded Acreage	40.0000
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$1,559
Current Total Value	\$60,000	Residential Total	\$0	Appraisal Date	
Commercial Land	\$0	Non-Res Land	\$60,000	Reason For Change	17
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$60,000
Commercial Total	\$0	Non-Res Total	\$60,000	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0	Adjustment Factor	0.00
Farmland Value	\$60,000	Homesite Value	\$0		



# TAX INFORMATION

White County, Indiana

generated on 7/24/2023 4:42:11 PM EST

## Parcel

Parcel Number	Address	Current Total Value	Data as of	Assess Year	Pay Year
91-54-12-000-000.200-015	300 EAST & 850 SOUTH	\$54,500	7/24/2021 8:01:00 AM 2021	2021	2022

### Owner Information

Owner Name	Oak Tree Farm Ltd Partnership
Owner Address	PO Box 622 Francesville IN 47946-0622
Transfer Date	01/13/1994

### Location / Description

Taxing Unit	015	Section & Plat	12
Township	008	Routing #	3.000
Parcel Address	300 EAST & 850 SOUTH	Parcel Address	300 EAST & 850 SOUTH
		Legal Desc.	SE NE 12-25-4 40.00 520

Parcel Type		Topography		Services	
Property Class Code	100	Level Ground	Y	Water	N
Neighborhood Code	150103	High	N	Sewer	N
Neighborhood Factor	165.00	Low	N	Natural Gas	N
Street / Road Code	A	Rolling	N	Electricity	Y
		Swampy	N	Sidewalk	N
				Alley	N

### Assessment Information

Current Land Value	\$54,500	Residential Land	\$0	Deeded Acreage	40.0000
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$1,404
Current Total Value	\$54,500	Residential Total	\$0	Appraisal Date	
Commercial Land	\$0	Non-Res Land	\$54,500	Reason For Change	17
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$54,500
Commercial Total	\$0	Non-Res Total	\$54,500	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0	Adjustment Factor	0.00
Farmland Value	\$54,470	Homesite Value	\$0		

# TAX INFORMATION

White County, Indiana

generated on 7/24/2023 4:42:34 PM EST

## Parcel

Parcel Number	Address	Current Total Value	Data as of	Assess Year	Pay Year
91-54-12-000-000.300-015	300 EAST	\$27,700	7/24/2021 8:01:00 AM 2021	2021	2022

### Owner Information

Owner Name	Oak Tree Farm Ltd Partnership
Owner Address	PO Box 622 Francesville IN 47946-0622
Transfer Date	01/13/1994

### Location / Description

Taxing Unit	015	Section & Plat	12
Township	008	Routing #	1.000
Parcel Address	300 EAST	Parcel Address	300 EAST
		Legal Desc.	E NE NE 12-25-4 20.00 667

### Parcel Type

### Topography

### Services

Property Class Code	100	Level Ground	Y	Water	N
Neighborhood Code	150103	High	N	Sewer	N
Neighborhood Factor	165.00	Low	N	Natural Gas	N
Street / Road Code	A	Rolling	N	Electricity	Y
		Swampy	N	Sidewalk	N
				Alley	N

### Assessment Information

Current Land Value	\$27,700	Residential Land	\$0	Deeded Acreage	20.0000
Current Imp. Value	\$0	Residential Imp.	\$0	Average Value / Acre	\$1,430
Current Total Value	\$27,700	Residential Total	\$0	Appraisal Date	
Commercial Land	\$0	Non-Res Land	\$27,700	Reason For Change	17
Commercial Imp.	\$0	Non-Res Imp.	\$0	Prior Land Value	\$27,700
Commercial Total	\$0	Non-Res Total	\$27,700	Prior Imp. Value	\$0
Dwelling Value	\$0	Classified Land Value	\$0	Adjustment Factor	0.00
Farmland Value	\$27,730	Homesite Value	\$0		

# PRELIMINARY TITLE

# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

### ALTA COMMITMENT FOR TITLE INSURANCE issued by CHICAGO TITLE INSURANCE COMPANY

#### NOTICE

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

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

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

#### COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### CHICAGO TITLE INSURANCE COMPANY

By:   
Randy Quirk  
President

ATTEST   
Marjorie Nemura  
Corporate Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (7-1-21)

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File No. 238-27



# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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;
- 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 is not liable for any other amendment to this Commitment.

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# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

### 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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

### 10. CLASS ACTION

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ALTA Commitment for Title Insurance (7-1-21)

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# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 (7-1-21)

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File No. 238-27



# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: White County Abstract & Title Co.  
Issuing Office: 111 W. Broadway, P.O. Box 653, Monticello, IN 47960  
Issuing Office's ALTA® Registry ID: 1068503  
Loan ID Number:  
Commitment Number: 238-27  
Issuing Office File Number: 238-27  
Property Address: CR 300 E, Brookston, IN 47923  
Revision Number:

### SCHEDULE A

1. Commitment Date: August 18, 2023 at 8:00 A.M.
2. Policy to be issued:
  - (a) 2021 ALTA® Owner's Policy  
Proposed Insured: Oak Tree Farm Limited Partnership or designee  
Proposed Amount of Insurance: \$ 100,000.00  
The estate or interest to be insured: Fee Simple
  - (b) 2021 ALTA® Loan Policy  
Proposed Insured: Lender  
Proposed Amount of Insurance \$  
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Oak Tree Farm Limited Partnership
5. The Land is described as follows:  
  
The South one-half (1/2) of the Southeast Quarter (1/4) of Section One (1); also the East One-Half (1/2) of the Northeast Quarter (1/4) of the Northeast Quarter (1/4) in Section Twelve (12); also the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Twelve (12), all in Township Twenty-five (25) North, Range Four (4) West, containing 140 acres, more or less.  
  
AND  
  
The Southeast Quarter (1/4) of the Southeast Quarter (1/4) of Section Twelve (12), Township Twenty-five (25) North, Range Four (4) West, containing 40 acres, more or less.  
  
AND

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule A

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# PRELIMINARY TITLE

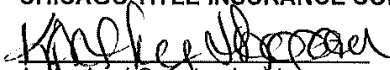


## CHICAGO TITLE INSURANCE COMPANY

The West One-Half (1/2) of the Northwest Quarter (1/4); also the Southeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Seven (7), Township Twenty-five (25) North, Range Three (3) West, containing 147 acres, more or less.

All of the above described real estate being situated in Prairie Township, White County, Indiana.

CHICAGO TITLE INSURANCE COMPANY

  
Authorized Countersignature  
whitecountyabstract@gmail.com

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule A

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# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
6. Pay the full consideration to, or for the account of, the grantors or mortgagors.
7. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
8. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
9. The Company requires a copy of the limited partnership agreement, and all amendments thereto, in order to determine who is authorized to execute documents in connection with the closing of this transaction. The Company requires satisfactory evidence that said limited partnership is registered with the Secretary of State and is in good standing. The Company requires the joinder of all general partners and evidence of the consent of all of the limited partners to the closing of this transaction, where appropriate.
10. Limited Partnership Warranty Deed from Oak Tree Farm Limited Partnership to Grantee, vesting fee simple title.
11. NOTE: Indiana law requires a sales disclosure form, pursuant to IC 6-1.1-5.5 to be completed when a conveyance document is filed with the county auditor. The county auditor may not accept a conveyance if (1) the sales disclosure form is not included with the conveyance document; or (2) the sales disclosure form is incomplete.
12. 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]. Said statement must be located at the conclusion of the instrument and below the name of the person who prepared the instrument.

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 238-27



# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

13. NOTE: Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000. or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000. may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.
14. 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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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 238-27



# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 for the year 2022 payable 2023 are now assessed in the name of Oak Tree Farm Limited Partnership

County Parcel No.: 011-25860-00                      State Parcel No: 91-54-01-000-000.100-015

Taxing District: Prairie Township

Brief Legal: S SE 1-25-4 80.00A

Assessed Valuation:

Land: \$140,600.

Improvements: \$0.00

Exemptions:

Mortgage: \$0.00

Homestead: \$0.00

Homestead Supplemental: \$0.00

May 10, 2023 Installment: \$749.54 PAID

November 13, 2023 Installment: \$749.54 NOT PAID

County Parcel No.: 011-25860-00

State Parcel No: 91-54-01-000-000.100-015

Taxing District: Prairie Township

Brief Legal: S SE 1-25-4 80.00A - Baker Ella Open Ditch

May 10, 2023 Installment: \$26.24 PAID

November 13, 2023 Installment: \$26.24 NOT PAID

County Parcel No.: 011-25860-00

State Parcel No: 91-54-01-000-000.100-015

Taxing District: Prairie Township

Brief Legal: S SE 1-25-4 80.00A - J.P. Carr Ditch

May 10, 2023 Installment: \$35.00 PAID

November 13, 2023 Installment: \$35.00 NOT PAID

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 238-27





# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

County Parcel No.: 011-25890-00      State Parcel No: 91-54-12-000-000.300-015  
Taxing District: Prairie Township  
Brief Legal: E NE NE 12-25-4 20.00A  
Assessed Valuation:      Land: \$32,300.  
   Improvements: \$0.00  
Exemptions:      Mortgage: \$0.00  
   Homestead: \$0.00  
   Homestead Supplemental: \$0.00  
May 10, 2023 Installment: \$172.19 PAID  
November 13, 2023 Installment: \$172.19 NOT PAID

County Parcel No.: 011-25890-00      State Parcel No: 91-54-12-000-000.300-015  
Taxing District: Prairie Township  
Brief Legal: E NE NE 12-25-4 20.00A - Baker Ella Open Ditch  
May 10, 2023 Installment: \$18.64 PAID  
November 13, 2023 Installment: \$0.00

County Parcel No.: 011-25870-00      State Parcel No: 91-54-12-000-000.200-015  
Taxing District: Prairie Township  
Brief Legal: SE NE 12-25-4 40.00A  
Assessed Valuation:      Land: \$63,300.  
   Improvements: \$0.00  
Exemptions:      Mortgage: \$0.00  
   Homestead: \$0.00  
   Homestead Supplemental: \$0.00  
May 10, 2023 Installment: \$337.45 PAID  
November 13, 2023 Installment: \$337.45 NOT PAID

County Parcel No.: 011-25870-00      State Parcel No: 91-54-12-000-000.200-015  
Taxing District: Prairie Township  
Brief Legal: SE NE 12-25-4 40.00A - J.P. Carr Ditch  
May 10, 2023 Installment: \$38.80 PAID  
November 13, 2023 Installment: \$38.80 NOT PAID

County Parcel No.: 011-25850-00      State Parcel No: 91-54-12-000-000.100-015  
Taxing District: Prairie Township  
Brief Legal: SE SE 12-25-4 40.00A  
Assessed Valuation:      Land: \$69,800.  
   Improvements: \$0.00  
Exemptions:      Mortgage: \$0.00  
   Homestead: \$0.00  
   Homestead Supplemental: \$0.00  
May 10, 2023 Installment: \$372.10 PAID  
November 13, 2023 Installment: \$372.10 NOT PAID

County Parcel No.: 011-25850-00      State Parcel No: 91-54-12-000-000.100-015  
Taxing District: Prairie Township  
Brief Legal: SE SE 12-25-4 40.00A - J.P. Carr Ditch  
May 10, 2023 Installment: \$37.90 PAID  
November 13, 2023 Installment: \$37.90 NOT PAID

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

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File No.: 238-27



# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

County Parcel No.: 011-25900-00                      State Parcel No: 91-53-07-000-000.400-015  
 Taxing District: Prairie Township  
 Brief Legal: SE NW 7-25-3 40.00A  
 Assessed Valuation:                      Land: \$65,500.  
    Improvements: \$0.00  
 Exemptions:                                      Mortgage: \$0.00  
    Homestead: \$0.00  
    Homestead Supplemental: \$0.00  
 May 10, 2023 Installment: \$349.18 PAID  
 November 13, 2023 Installment: \$349.18 NOT PAID

County Parcel No.: 011-25850-00                      State Parcel No: 91-54-12-000-000.100-015  
 Taxing District: Prairie Township  
 Brief Legal: SE SE 12-25-4 40.00A - Baker Ella Open Ditch  
 May 10, 2023 Installment: \$13.99 PAID  
 November 13, 2023 Installment: \$13.99 NOT PAID

Taxes for the year 2023 payable in the year 2024 are now a lien but which are not currently due and payable.

NOTE: The real estate tax and special assessment information set out above was taken from the White County Treasurer's computer system on the date searched. This information, while believed to be accurate, at this time is subject to change without notice. Neither the Company nor its agent assumes or accepts any responsibility for loss, damage, cost or expense due to any change in the information reflected above. This Commitment and/or Policy does not insure the accuracy of the tax and special assessment information.

8. Easement from Rainier Lynn F & Alta M. (husband and wife) to Margaret M. Shafer dated January 26, 1939, and ASSIGNED to White County Rural Electric Membership Corporation dated July 25, 1939 and recorded February 28, 1940 at 8:00 A.M., in Miscellaneous Record Q, Page 222, in the Office of the Recorder of White County, Indiana.
9. Easement from Brackney, Adda M. (unmarried) to Margaret M. Shafer dated January 26, 1939, and ASSIGNED to White County Rural Electric Membership Corporation dated July 25, 1939 and recorded August 22, 1490 at 8:20 A.M., in Miscellaneous Record Q, Page 447, in the Office of the Recorder of White County, Indiana.
10. Permanent R/W from Elizabeth Kurz to County of White dated October 3, 2005 and recorded November 7, 2005 at 2:49 P.M., as Instrument No. 051106093 in the Office of the Recorder of White County, Indiana.
11. Easement for Electrical Lines from Oak Tree Farm Limited Partnership to Northern Indiana Public Service Company dated July 11, 2016 and recorded August 2, 2016 at 1:27 P.M., as Instrument No. 160805379 in the Office of the Recorder of White County, Indiana. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interests that are not listed. (E NE NE 12-25-4)
12. Easement for Electrical Lines from Oak Tree Farm Limited Partnership to Northern Indiana Public Service Company dated July 11, 2016 and recorded August 2, 2016 at 1:27 P.M., as Instrument No. 160805380 in the Office of the Recorder of White County, Indiana. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interests that are not listed. (NW NW 7-25-3 50.60A)

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ALTA Commitment for Title Insurance (7-1-21)  
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# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

13. Easement for Electrical Lines from Oak Tree Farm Limited Partnership to Northern Indiana Public Service Company dated July 11, 2016 and recorded August 2, 2016 at 1:27 P.M., as Instrument No. 160805381 in the Office of the Recorder of White County, Indiana. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interests that are not listed. (S SE 1-25-4)
14. Subject to the right of way for CR300E, CR350E and CR850S.
15. Rights of the public, the State of Indiana, and County of White and the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.
16. Rights of way for drainage tiles, ditches, feeders, and laterals, if any.
17. Liens, if any, on the growing crops on the land.
18. Subject to tenants rights, if any.
19. Right of way for drainage, flow and maintenance of Ella Baker Open Ditch, together with an additional 75 foot right of way as provided by IC 36-9-27-33.
20. Right of way for drainage, flow and maintenance of J.P. Carr Ditch, together with an additional 75 foot right of way as provided by IC 36-9-27-33.
21. Neither this policy nor any endorsement covers any loss or damage arising from any allegation that the use of the Land lacks compliance with covenants, conditions or restrictions or federal or state law or ordinance regarding the cultivation or production of hemp.
22. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all right, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interest. There may be leases, grants, exceptions or reservations of interest that are not listed.
23. Subject to the terms and conditions of the White County Subdivision Control Ordinance and the White County Zoning Ordinance as recorded November 10, 2008, as Instrument No. 081105631 and Instrument No. 081105632 respectively, in the Office of the Recorder of White County, Indiana, and any and all amendments subsequent thereto. These ordinances can be viewed at the following web site: [in.gov/counties/white/departments/area-plan/](http://in.gov/counties/white/departments/area-plan/) This Commitment and Policy does not insure compliance with these Ordinances.
24. Judgment search for 10 years past has been made vs. Oak Tree Farm Limited Partnership and none found.

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ALTA Commitment for Title Insurance (7-1-21)  
Schedule B I - B II

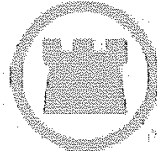
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# PRELIMINARY TITLE



## CHICAGO TITLE INSURANCE COMPANY

### NOTICE TO POLICYHOLDERS

Questions regarding your policy or coverage should be directed to:

Chicago Title Insurance Company

(800) 229-3310  
X1182

If you

(a) need the assistance of the governmental agency that regulates insurance;

or

(b) have a complaint you have been unable to resolve with your insurer you may  
Contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/doi](http://www.in.gov/doi)

# PRELIMINARY TITLE

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information needed to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system request; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

**Links to Other Sites.** FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Effective January 1, 2020

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# PRELIMINARY TITLE

## **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

## **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

## **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to guard your Personal Information.

## **Choices With Your Information**

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

**For California Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

**For Nevada Residents:** You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

**For Oregon Residents:** We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

# PRELIMINARY TITLE

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

## **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

## **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

## **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

## **Your Consent To This Privacy Notice: Notice Changes: Use of Comments or Feedback**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

## **Accessing and Correcting Information: Contact Us**

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to [privacy@fnf.com](mailto:privacy@fnf.com), by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue.  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

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