

**Important** DeKalb County, Indiana

# LAND AUCTION

**115<sup>±</sup>**  
acres

Offered in 6 Tracts

# INFORMATION BOOKLET

October 17<sup>th</sup> • 6:00pm EST

Auction held at Ken Dale Farms, 4172 Co Rd 1, Edgerton, OH 43517

- Over 100± acres of Excellent Tillable Ground
- Easy Road Access to all Tracts
- Farming Rights in 2024 • Potential Building Sites

800-451-2709 • [www.SchraderAuction.com](http://www.SchraderAuction.com)



## 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: Sanders Family Irrevocable Trust**

**AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.**

AC63001504, AU08801377, RB22000867



**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 and as a total 115.3± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

**DOWN PAYMENT:** 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, and 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 30 days after the auction.

**POSSESSION:** Possession is at closing.

**REAL ESTATE TAXES:** Seller will be responsible for 2023 taxes payable in 2024, buyer will take responsibility after.

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

**ACREAGE:** All tract acreages, dimensions, and proposed boundaries are approximate and 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 and 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 and sufficient for providing title insurance. Combination purchases will receive a perimeter survey only.

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

exclusive agents of the Seller.

### DISCLAIMER AND ABSENCE OF WARRANTIES:

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

**ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE.**

# BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM** **Page 5**
- **ONLINE BIDDING REGISTRATION FORM** **Page 7-8**
- **LOCATION MAP & AERIAL TRACT MAP** **Page 9-11**
- **SOIL INFORMATION (Soils, Topo Contours Maps)** **Page 13-15**
- **FSA INFORMATION** **Page 17-18**
- **TAX INFORMATION** **Page 19-25**
- **PRELIMINARY TITLE** **Page 27-36**
- **PHOTOS** **Page 37-42**

**For Information Call Auction Managers:  
Dean Rummel, 260-343-8511 & Daniel Days, 260-233-1401**



# **REGISTRATION FORMS**

# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, OCTOBER 17, 2023**  
**115± 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](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Tuesday, October 10, 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**  
**115± Acres • DeKalb County, Indiana**  
**Tuesday, October 17, 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 17, 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, Tuesday, October 10, 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:**

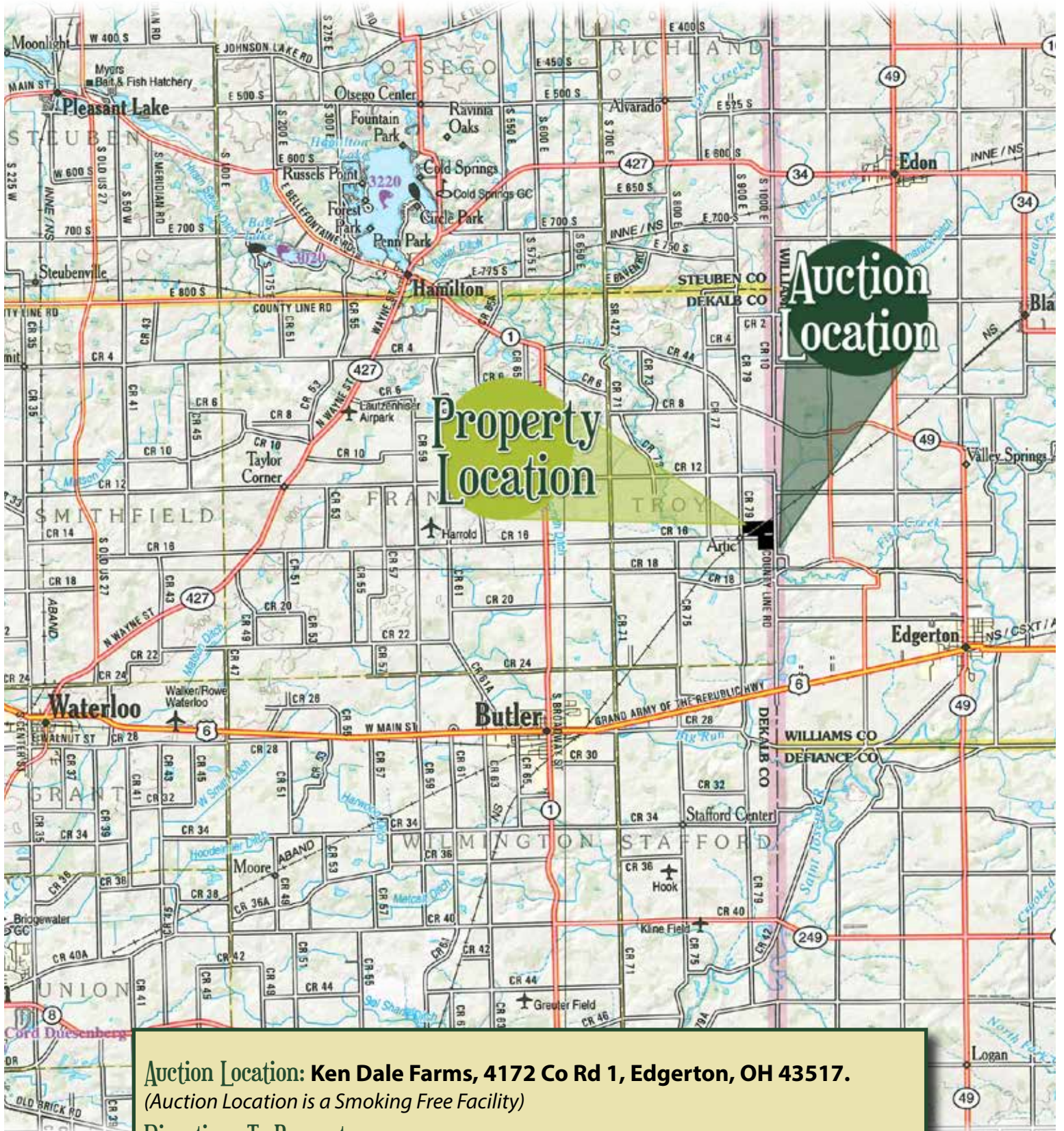
E-mail address of registered bidder: \_\_\_\_\_

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 & AERIAL TRACT MAPS**

# LOCATION MAP



**Auction Location: Ken Dale Farms, 4172 Co Rd 1, Edgerton, OH 43517.**  
(Auction Location is a Smoking Free Facility)

**Directions To Property:**  
Take CR 79 north off SR 6, go north for 3 miles and turn east onto CR 16, go a 1/4 mile east and the property will be on the north and south side of the road.

# AERIAL MAP



## Tract Descriptions:

**TRACT 1: 21± ACRES** of flat tillable farmland with easy road access and potential build site opportunities.

**TRACT 2: 21± ACRES** of flat tillable farmland with easy road access and potential build site opportunities.

**TRACT 3: 10± ACRES** of flat tillable farmland with easy road access and potential build site opportunities.

**TRACT 4: 10± ACRES** of flat tillable farmland with easy road access and potential build site opportunities.

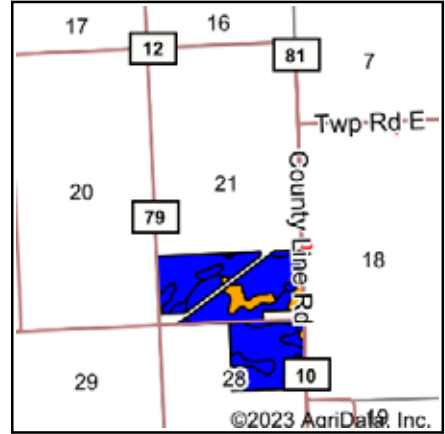
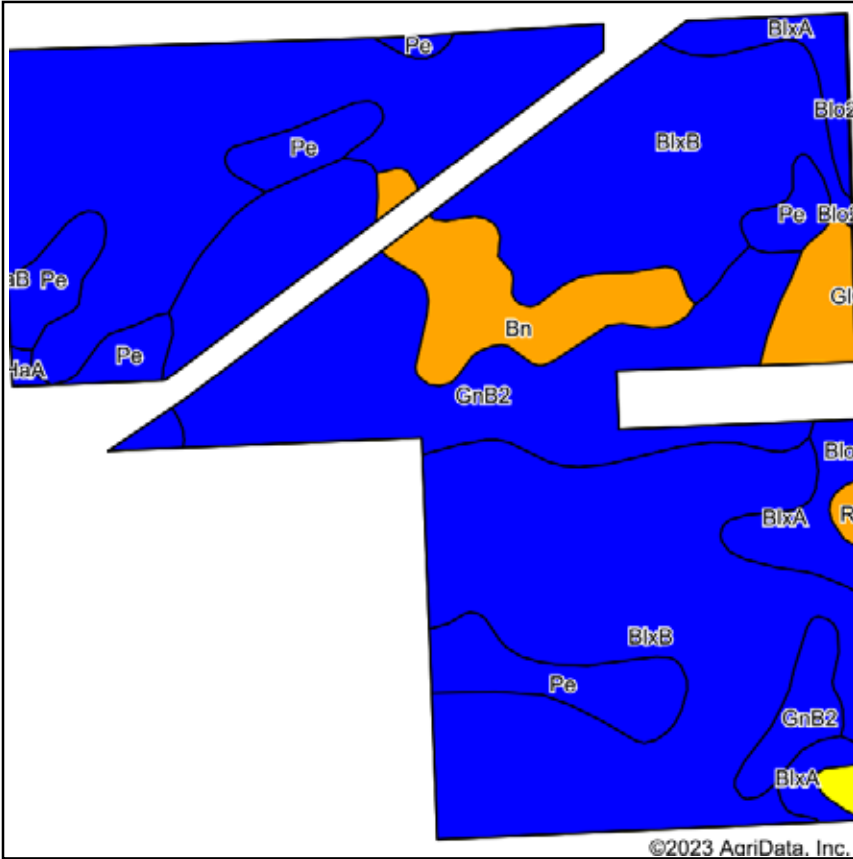
**TRACT 5: 21± ACRES** of great tillable farmland with road access and connects to the railroad.

**TRACT 6: 32± ACRES** mostly tillable farmland and some wooded area and wetlands, has easy access from the road.



# **SOIL INFORMATION**

# SOIL MAP



State: **Indiana**  
 County: **DeKalb**  
 Location: **21-35N-15E**  
 Township: **Troy**  
 Acres: **116.14**  
 Date: **8/29/2023**



Soils data provided by USDA and NRCS.

Area Symbol: IN033, Soil Area Version: 27  
 Area Symbol: OH171, Soil Area Version: 19

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	*eFOTG PI
BlxB	Blount loam, 2 to 6 percent slopes	67.62	58.2%		Ile		140	19	5			9	46	63	
GnB2	Glynwood loam, 2 to 6 percent slopes, eroded	23.00	19.8%		Ile	5	128	18	4	8	78		41	56	
Pe	Pewamo silty clay	10.11	8.7%		IIw		155	22	5			10	42	62	
Bn	Bono silty clay	6.14	5.3%		IIIw		150	21	5			10	40	60	
BlxA	Blount loam, 0 to 2 percent slopes	5.75	5.0%		IIw		141	19	5			9	46	63	
MoC2	Morley silt loam, 6 to 12 percent slopes, eroded	2.32	2.0%		IIIe		118	16	4	8			41	53	
MoD2	Morley silt loam, 12 to 18 percent slopes, eroded	0.51	0.4%		IVe		105	16	3	8			37	47	
MfB	Metea loamy sand, 2 to 6 percent slopes	0.36	0.3%		IIIe		110	18	4			7	39	55	
HaA	Haskins loam, 0 to 3 percent slopes	0.22	0.2%		IIw		158		5	11			59	62	
Blo2A1	Blount loam, 0 to 2 percent slopes	0.11	0.1%		IIw		141	19	5			9	46	63	78
<b>Weighted Average</b>					<b>2.08</b>	<b>1</b>	<b>138.9</b>	<b>19.1</b>	<b>4.8</b>	<b>1.8</b>	<b>15.4</b>	<b>7.1</b>	<b>44.2</b>	<b>61.1</b>	<b>0.1</b>

\*efotg PI: Obtained from the NRCS eFOTG (<http://efotg.sc.egov.usda.gov>)  
 Soils data provided by USDA and NRCS.

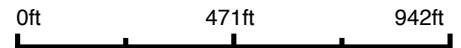
# TOPO CONTOURS MAP



©2023 AgriData, Inc.



Source: USGS 3 meter dem  
 Interval(ft): 3.0  
 Min: 853.8  
 Max: 875.0  
 Range: 21.2  
 Average: 866.3  
 Standard Deviation: 3.28 ft



8/29/2023

**21-35N-15E**  
**DeKalb County**  
**Indiana**

Boundary Center: 41° 28' 25.45, -84° 48' 33.44





# **FSA INFORMATION**

# FSA INFORMATION

## USDA Farm 3025 Tract 31493

Administered by: DeKalb County, Indiana

Map prepared on: 4/12/2023  
 131.23 Tract acres  
 107.11 Cropland acres  
 0 CRP acres

Welland Determination Identifiers:  
 ● Restricted Use  
 ▲ Limited Restrictions: DeKalb  
 ■ Exempt from Conservation Compliance Provisions



CLU	Acres	HEL Contract Prac Yr
1	29.16	H
4	38.89	H
11	39.06	H

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

# **TAX INFORMATION**

# TAX INFORMATION

## Taxing District - Assessor's Office

County: DeKalb  
 Township: Troy Township  
 State District: 023 TROY TOWNSHIP  
 Local District: 013  
 School Corp: DEKALB COUNTY EASTERN COMMUNITY  
 Neighborhood: 131004-17023 VARIOUS AGRICULTURAL AREAS 131004-17023

## Site Description - Assessor's Office

Topography: Swampy, High, Low, Rolling  
 Public Utilities:  
 Street or Road: Paved  
 Area Quality:

## Land - Assessor's Office

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
Tillable Cropland	BAA	0	0	31.9100	\$1,900.00	\$1,691.00	\$53,959.81	\$0.00	\$53,960.00
Woodland	BAB2	0	0	1.3700	\$1,900.00	\$1,615.00	\$2,212.55	(\$80.00)	\$440.00
Tillable Cropland	GNB2	0	0	3.7100	\$1,900.00	\$1,463.00	\$5,427.73	\$0.00	\$5,430.00
Road Right of Way	GNB2	0	0	1.0800	\$1,900.00	\$1,463.00	\$1,580.04	(\$100.00)	\$0.00
Tillable Cropland	MFB	0	0	.2400	\$1,900.00	\$1,368.00	\$328.32	\$0.00	\$330.00
Tillable Cropland	PE	0	0	2.4800	\$1,900.00	\$2,014.00	\$4,994.72	\$0.00	\$4,990.00
Woodland	PE	0	0	1.2100	\$1,900.00	\$2,014.00	\$2,436.94	(\$80.00)	\$490.00

## Transfer History (Cama) - Auditor & Assessor's Off

Date	New Owner	Doc ID	Book/Page	Sale Price
5/11/2021	KRILL, REBECCA J			\$0.00
	SANDERS, MAXINE			\$0.00

## Transfer History (Tax)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
5/11/2021	Sanders, Maxine	Quit Claim Deed			
1/1/1900	Unknown At Conversion				

## Homestead Assessments - Auditor's Office

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018
Land	\$51,800.00	\$44,700.00	\$44,400.00	\$54,000.00	\$55,800.00	\$64,100.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Valuation - Assessor's Office

Assessment Year	2022	2022 (2)	2021	2020	2019
Reason	Annual Adjustment	MISCELLANEOUS	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	3/28/2022	3/24/2022	3/31/2021	4/14/2020	4/10/2019
Land	\$51,800	\$51,800	\$44,700	\$44,400	\$54,000
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$51,800	\$51,800	\$44,700	\$44,400	\$54,000
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$51,800	\$51,800	\$44,700	\$44,400	\$54,000
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$51,800	\$51,800	\$44,700	\$44,400	\$54,000
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

## Tax History - Auditor's Office

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$325.92	\$279.56	\$278.41	\$347.20	\$359.88
+ Spring Penalty	\$16.30	\$0.00	\$0.00	\$0.00	\$35.99
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$325.92	\$279.56	\$278.41	\$347.20	\$359.88

# TAX INFORMATION

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Fall Penalty	\$0.00	\$13.98	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$279.56	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$13.98	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$412.91	\$0.00	\$0.00	\$288.64	\$303.07
	4670-00-0 Garv Herman 62420 - \$113.12 0264-00-0 Eber Cole 61780 - \$299.79			0264-00-0 Eber Cole 61780 - \$288.64	0264-00-0 Eber Cole 61780 - \$303.07
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$1,374.59	\$573.10	\$556.82	\$983.04	\$1,058.82
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$847.25)	(\$279.56)	(\$556.82)	(\$983.04)	(\$1,058.82)
= Total Due	\$527.34	\$293.54	\$0.00	\$0.00	\$0.00

The Spring taxes are due May 10, 2023. Fall taxes will be due November 13, 2023.  
Delinquent payments made after the fall due date will still show due in the year they were  
originally assessed.  
If paid, payment will show in the next tax year.

## Payments

Year	Receipt #	Transaction Date	Amount
2022 Pay 2023	2006443	5/10/2023	\$527.34
2022 Pay 2023	2006445	5/10/2023	\$26.37
2022 Pay 2023	1973087	11/10/2022	\$279.56
2022 Pay 2023	1973087	11/10/2022	\$13.98
2021 Pay 2022	1948198	5/10/2022	\$279.56
2020 Pay 2021	1912253	11/9/2021	\$278.41
2020 Pay 2021	1892971	5/10/2021	\$278.41
2019 Pay 2020	1851253	11/6/2020	\$491.52
2019 Pay 2020	1835130	6/1/2020	\$491.52
2018 Pay 2019	1798941	11/12/2019	\$1,058.82
2017 Pay 2018	1744975	11/13/2018	\$419.18
2017 Pay 2018	1718775	5/10/2018	\$419.18

The Spring taxes are due May 10, 2023. Fall taxes will be due November 13, 2023.

# TAX INFORMATION

## Taxing District - Assessor's Office

County: Dekalb  
 Township: Troy Township  
 State District: 023 TROY TOWNSHIP  
 Local District: 013  
 School Corp: DEKALB COUNTY EASTERN COMMUNITY  
 Neighborhood: 131004-17023 VARIOUS AGRICULTURAL AREAS 131004-17023

## Site Description - Assessor's Office

Topography: Swampy, High, Low, Rolling  
 Public Utilities:  
 Street or Road: Paved  
 Area Quality:

## Land - Assessor's Office

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
Road Right of Way	BAA	0	0	.55	\$1,900.00	\$1,691.00	\$930.05	(\$100.00)	\$0.00
Tillable Cropland	BAA	0	0	1.91	\$1,900.00	\$1,691.00	\$3,229.81	\$0.00	\$3,230.00
Tillable Cropland	BAB2	0	0	8.14	\$1,900.00	\$1,615.00	\$13,146.10	\$0.00	\$13,150.00
Non-tillable Land	BAB2	0	0	.12	\$1,900.00	\$1,615.00	\$193.80	(\$60.00)	\$80.00
Tillable Cropland	BN	0	0	.99	\$1,900.00	\$1,938.00	\$1,918.62	\$0.00	\$1,920.00
Tillable Cropland	GNB2	0	0	2.88	\$1,900.00	\$1,463.00	\$4,213.44	\$0.00	\$4,210.00
Tillable Cropland	MOC2	0	0	2.13	\$1,900.00	\$1,292.00	\$2,751.96	\$0.00	\$2,750.00
Tillable Cropland	PE	0	0	1.22	\$1,900.00	\$2,014.00	\$2,457.08	\$0.00	\$2,460.00

## Transfer History (Cama) - Auditor & Assessor's Off

Date	New Owner	Doc ID	Book/Page	Sale Price
5/11/2021	KRILL, REBECCA J			\$0.00
	SANDERS, MAXINE			\$0.00

## Transfer History (Tax)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
5/11/2021	Sanders, Maxine	Quit Claim Deed			
1/1/1900	Unknown At Conversion				

## Homestead Assessments - Auditor's Office

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018
Land	\$22,000.00	\$18,900.00	\$18,700.00	\$23,000.00	\$23,700.00	\$27,200.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Valuation - Assessor's Office

Assessment Year	2022	2021	2020	2020 (2)	2019
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	MISCELLANEOUS	Annual Adjustment
As Of Date	3/28/2022	3/31/2021	4/14/2020	10/23/2019	4/10/2019
Land	\$22,000	\$18,900	\$18,700	\$22,800	\$23,000
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$22,000	\$18,900	\$18,700	\$22,800	\$23,000
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$22,000	\$18,900	\$18,700	\$22,800	\$23,000
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$22,000	\$18,900	\$18,700	\$22,800	\$23,000
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

## Tax History - Auditor's Office

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$138.42	\$118.20	\$117.26	\$147.88	\$152.86
+ Spring Penalty	\$6.92	\$0.00	\$0.00	\$0.00	\$15.29
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

# TAX INFORMATION

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Fall Tax	\$138.42	\$118.20	\$117.26	\$147.88	\$152.86
+ Fall Penalty	\$0.00	\$5.91	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$118.20	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$5.91	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$145.61	\$0.00	\$0.00	\$0.00	\$0.00
	4670-00-0 Gary Herman 62420 - \$145.61				
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$553.48	\$242.31	\$234.52	\$295.76	\$321.01
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$344.03)	(\$118.20)	(\$234.52)	(\$295.76)	(\$321.01)
= Total Due	\$209.45	\$124.11	\$0.00	\$0.00	\$0.00

The Spring taxes are due May 10, 2023. Fall taxes will be due November 13, 2023.  
 Delinquent payments made after the fall due date will still show due in the year they were  
 originally assessed.  
 If paid, payment will show in the next tax year.

## Payments

Year	Receipt #	Transaction Date	Amount
2022 Pay 2023	2006442	5/10/2023	\$209.45
2022 Pay 2023	2006444	5/10/2023	\$10.47
2022 Pay 2023	1973086	11/10/2022	\$118.20
2022 Pay 2023	1973086	11/10/2022	\$5.91
2021 Pay 2022	1948199	5/10/2022	\$118.20
2020 Pay 2021	1912254	11/9/2021	\$117.26
2020 Pay 2021	1892972	5/10/2021	\$117.26
2019 Pay 2020	1851255	11/6/2020	\$147.88
2019 Pay 2020	1835131	6/1/2020	\$147.88
2018 Pay 2019	1798940	11/12/2019	\$321.01
2017 Pay 2018	1744974	11/13/2018	\$182.88
2017 Pay 2018	1718776	5/10/2018	\$182.88

The Spring taxes are due May 10, 2023. Fall taxes will be due November 13, 2023.

## Map



# TAX INFORMATION

## Taxing District - Assessor's Office

County: Dekalb  
 Township: Troy Township  
 State District: 023 TROY TOWNSHIP  
 Local District: 013  
 School Corp: DEKALB COUNTY EASTERN COMMUNITY  
 Neighborhood: 131004-17023 VARIOUS AGRICULTURAL AREAS 131004-17023

## Site Description - Assessor's Office

Topography: Swampy, High, Low, Rolling  
 Public Utilities:  
 Street or Road: Paved  
 Area Quality:

## Land - Assessor's Office

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
Tillable Cropland	BAB2	0	0	25.52	\$1,900.00	\$1,615.00	\$41,214.80	\$0.00	\$41,210.00
Woodland	BAB2	0	0	1.30	\$1,900.00	\$1,615.00	\$2,099.50	(\$80.00)	\$420.00
Tillable Cropland	BN	0	0	5.16	\$1,900.00	\$1,938.00	\$10,000.08	\$0.00	\$10,000.00
Tillable Cropland	GNB2	0	0	14.89	\$1,900.00	\$1,463.00	\$21,784.07	\$0.00	\$21,780.00
Road Right of Way	GNB2	0	0	1.34	\$1,900.00	\$1,463.00	\$1,960.42	(\$100.00)	\$0.00
Tillable Cropland	HAA	0	0	.17	\$1,900.00	\$2,014.00	\$342.38	\$0.00	\$340.00
Non-tillable Land	PE	0	0	1.08	\$1,900.00	\$2,014.00	\$2,175.12	(\$60.00)	\$870.00
Woodland	PE	0	0	.83	\$1,900.00	\$2,014.00	\$1,671.62	(\$80.00)	\$330.00
Tillable Cropland	PE	0	0	5.15	\$1,900.00	\$2,014.00	\$10,372.10	\$0.00	\$10,370.00

## Transfer History (Cama) - Auditor & Assessor's Off

Date	New Owner	Doc ID	Book/Page	Sale Price
5/11/2021	KRILL, REBECCA J SANDERS, MAXINE			\$0.00 \$0.00

## Transfer History (Tax)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
5/11/2021	Sanders, Maxine	Quit Claim Deed			
1/1/1900	Unknown At Conversion				

## Homestead Assessments - Auditor's Office

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018
Land	\$67,400.00	\$57,900.00	\$57,500.00	\$71,200.00	\$73,600.00	\$84,500.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Valuation - Assessor's Office

Assessment Year	2022	2021	2020	2020 (2)	2019
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	MISCELLANEOUS	Annual Adjustment
As Of Date	3/28/2022	3/31/2021	4/14/2020	10/23/2019	4/10/2019
Land	\$67,400	\$57,900	\$57,500	\$70,100	\$71,200
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$67,400	\$57,900	\$57,500	\$70,100	\$71,200
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$67,400	\$57,900	\$57,500	\$70,100	\$71,200
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$67,400	\$57,900	\$57,500	\$70,100	\$71,200
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

## Tax History - Auditor's Office

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$424.08	\$362.10	\$360.56	\$457.78	\$474.68
+ Spring Penalty	\$21.20	\$0.00	\$0.00	\$0.00	\$0.00



# TAX INFORMATION

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
* Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Fall Tax	\$424.08	\$362.10	\$360.56	\$457.78	\$474.68
* Fall Penalty	\$0.00	\$18.10	\$0.00	\$0.00	\$0.00
* Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Delq NTS Tax	\$362.10	\$0.00	\$0.00	\$0.00	\$0.00
* Delq NTS Pen	\$18.10	\$0.00	\$0.00	\$0.00	\$0.00
* Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Other Assess	\$492.90	\$0.00	\$0.00	\$225.60	\$225.60
	4670-00-0 Gary Herman 62420 - \$241.64 0264-00-0 Eber Cole 61780 - \$231.24			0264-00-0 Eber Cole 61780 - \$225.60	0264-00-0 Eber Cole 61780 - \$225.60
* Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTBC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HGST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
* Charges	\$1,742.46	\$742.30	\$721.12	\$1,141.16	\$1,174.96
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$1,077.94)	(\$362.10)	(\$721.12)	(\$1,141.16)	(\$1,174.96)
* Total Due	\$664.52	\$380.20	\$0.00	\$0.00	\$0.00

The Spring taxes are due May 10, 2023. Fall taxes will be due November 13, 2023.  
Delinquent payments made after the fall due date will still show due in the year they were originally assessed.  
If paid, payment will show in the next tax year.

## Payments

Year	Receipt #	Transaction Date	Amount
2022 Pay 2023	2006441	5/10/2023	\$664.52
2022 Pay 2023	2006446	5/10/2023	\$33.22
2022 Pay 2023	1973088	11/10/2022	\$362.10
2022 Pay 2023	1973088	11/10/2022	\$18.10
2021 Pay 2022	1948200	5/10/2022	\$362.10
2020 Pay 2021	1912255	11/9/2021	\$360.56
2020 Pay 2021	1892973	5/10/2021	\$360.56
2019 Pay 2020	1851254	11/6/2020	\$570.58
2019 Pay 2020	1835132	6/1/2020	\$570.58
2018 Pay 2019	1751312	4/16/2019	\$1,174.96
2017 Pay 2018	1744976	11/13/2018	\$754.74
2017 Pay 2018	1718777	5/10/2018	\$754.74

The Spring taxes are due May 10, 2023. Fall taxes will be due November 13, 2023.



# **PRELIMINARY TITLE**

# PRELIMINARY TITLE



**ALTA 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(n) 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.

## 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.

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



# PRELIMINARY TITLE

- 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.
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.


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

# PRELIMINARY TITLE

- c. 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  
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>.

**COMMONWEALTH LAND TITLE INSURANCE  
COMPANY**  
1220 Market Street Suite 201, Wilmington, DE 19801

  
By: \_\_\_\_\_  
Michael J. Nolan, President

  
By: \_\_\_\_\_  
Marjorie Nemzura, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*

COMMITMENT NO.: 23-1078

Version No.:

23-1078

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 3 of 9



# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

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

Issuing Agent: Assurance Title Company, LLC

Issuing Office: 102 E Main St.

Albion, IN 46701

Issuing Office's ALTA® Registry ID: 1125584

Loan ID Number:

Commitment Number: 23-1078

Issuing Office File Number: 23-1078

Property Address: County Rd 79, Butler, IN 46721; County Rd 81, Butler, IN 46721; and County Rd 16, Butler, IN 46721

## SCHEDULE A

1. Commitment Date: August 9, 2023 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**  
Proposed Amount of Insurance: **\$1.00**
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:  
Rebecca J. Krill and Ruth E. Walker, Co-Trustees of Sanders Family Irrevocable Trust dated May 6, 2021
5. The Land is described as follows:

The South one-half of the Southwest Quarter of Section 21, Township 35 North, Range 15 East, excepting the following described part thereof:

Commencing at the point where the West line of the Right of Way of the Wabash Railroad intersects the South line of said section; thence West on the section line 11 rods; thence North 13 1/2 rods; thence East to the West line of said Right of Way; thence Southwesterly along the said Right-of Way to the place of beginning;

ALSO EXCEPTING a strip of land 25 feet in width and 90 feet in length lying on the Northwesterly side of and joining the original line of the Wabash Railroad heretofore conveyed to said Railroad as appears in Deed Record 102 at page 72 in the office of the Recorder of DeKalb County, Indiana. Subject to the right-of-way of said Wabash Railroad and to all legal highways.

Containing 76.69 acres, more or less,

ALSO EXCEPTING THEREFROM, the following described real estate, to-wit:

The South 185 feet of an East part of Section 21, Township 35 North, Range 15 East, more particularly described as follows:

Beginning at an iron pin set at the Southeast corner of said Section 21; thence South 89 degrees 15 minutes West 778.2 feet to an iron pin set 7 feet South of the centerline of CR 16; thence North 00 degrees 51 minutes West 185.0 feet to an iron pin set in a fence line; thence North 89 degrees 15 minutes East 780.9 feet to an iron pin set; thence South 00 degrees 00 minutes East (assumed bearing) 185.0 feet along the centerline of a road on the Indiana and Ohio line to the point of beginning, containing 3.31 acres more or less.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*

COMMITMENT NO.: 23-1078

Version No.:

23-1078

Copyright 2021 American Land Title Association. All rights reserved.

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

Page 4 of 9



# PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)

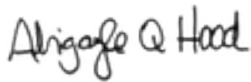
ALSO:

The Northeast Quarter of the Northwest Quarter of Section 28, Township 35 North, Range 15 East, containing 42 acres, more or less.

**ASSURANCE TITLE COMPANY, LLC**  
102 E Main St., Albion, IN 46701  
Telephone: (260) 636-2692

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**  
1220 Market Street Suite 201, Wilmington, DE 19801

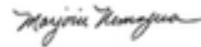
Countersigned by:



Assurance Title Company, LLC  
Assurance Title Company, LLC, License #924500



By: \_\_\_\_\_  
Michael J. Nolan, President



By: \_\_\_\_\_  
Marjorie Nemzura, Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*

COMMITMENT NO.: 23-1078

Version No.:

23-1078

Copyright 2021 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 5 of 9





# 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 Rebecca J. Krill and Ruth Walker, Co-Trustees of Sanders Family Irrevocable Trust dated May 6, 2021, to Proposed Insured, 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. Release of the insured property from the Mortgage dated February 4, 2009 and recorded on February 13, 2009 as Instrument #20900745 in the official records of DeKalb County Recorder, to be paid with proceeds of loan and released in the original principal amount of \_\_\_\_\_ from Maxine Sanders to Farm Credit Services of Mid-America, FLCA.
11. 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.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*

COMMITMENT NO.: 23-1078

Version No.:

23-1078

Copyright 2021 American Land Title Association. All rights reserved.

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

Page 6 of 9



# PRELIMINARY TITLE

## 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. 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. Easements or claims of easements not shown by the public records.
4. 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.
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. Property 1  
Taxes for 2022 payable 2023  
Parcel No. 13-04-21-300-007  
Tax Unit of Troy  
State ID No. 17-04-21-300-007.000-023  
May 10 \$424.08 + \$21.20 Penalty PAID  
November 10 \$424.08 NOT PAID  
Assessed Valuation: Land \$67,400 Improvements \$0  
Exemptions \$0
8. Annual assessment of \$255.28 for maintenance of Gary Herman Drain 2023,  
May 10 \$127.64 + \$6.38 Penalty PAID, November 10 \$127.64 NOT PAID.
9. Annual assessment of \$225.60 for maintenance of Eber Cole Drain 2023,  
May 10 \$112.80 + \$5.64 Penalty PAID, November 10 \$112.80 NOT PAID.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*

COMMITMENT NO.: 23-1078

Version No.:

23-1078

Copyright 2021 American Land Title Association. All rights reserved.

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

Page 7 of 9



# PRELIMINARY TITLE

10. Property 2  
Taxes for 2022 payable 2023  
Parcel No. 13-04-21-300-008  
Tax Unit of Troy  
State ID No. 17-04-21-300-008.000-023  
May 10 \$138.42 + \$6.92 Penalty PAID  
November 10 \$138.42 NOT PAID  
Assessed Valuation: Land \$22,000 Improvements \$0  
Exemptions \$0
11. Annual assessment of \$142.06 for maintenance of Gary Herman Drain 2023,  
May 10 \$71.03 + \$3.55 Penalty PAID, November 10 \$71.03 NOT PAID.
12. Property 3  
Taxes for 2022 payable 2023  
Parcel No. 13-04-28-100-004  
Tax Unit of Troy  
State ID No. 17-04-28-100-004.000-023  
May 10 \$325.92 + \$16.30 Penalty PAID  
November 10 \$325.92 NOT PAID  
Assessed Valuation: Land \$51,800 Improvements \$0  
Exemptions \$0
13. Annual assessment of \$110.36 for maintenance of Gary Herman Drain 2023,  
May 10 \$55.18 + \$2.76 Penalty PAID, November 10 \$55.18 NOT PAID.
14. Annual assessment of \$292.48 for maintenance of Eber Cole Drain 2023,  
May 10 \$146.24 + \$7.31 Penalty PAID, November 10 \$146.24 NOT PAID.
15. Taxes for 2023 due and payable 2024, and subsequent taxes.
16. 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.
17. 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.
18. Right of way for drainage tiles, feeders and laterals, if any.
19. Rights of the public, State of Indiana, County of DeKalb and the municipality in and to that part of the premises taken or used for road purposes.
20. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
21. Rights of tenants under unrecorded leases.
22. Oil and Gas Lease by and between John E. Sanders and Maxine Sanders and Trio Petro, Inc., dated June 23, 1981, recorded August 4, 1981, in Record 3 Page 298. Along with a ratification and rental division order, recorded February 22, 1983, in Record 4 page 445.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*

COMMITMENT NO.: 23-1078

Version No.:

23-1078

Copyright 2021 American Land Title Association. All rights reserved.

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

Page 8 of 9



# PRELIMINARY TITLE

23. This commitment has been issued without a judgment search being made against the name insured.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land 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.*

COMMITMENT NO.: 23-1078

Version No.:

23-1078

**Copyright 2021 American Land Title Association. All rights reserved.**  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.

Page 9 of 9



# PHOTOS

# PHOTOS



# PHOTOS



# PHOTOS





# PHOTOS





**SCHRADER REAL ESTATE & AUCTION CO., INC.**

950 N. Liberty Dr., Columbia City, IN 46725

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

