

Come Bid Your Price on this Unique Property!

SPRINGPORT, IN • HENRY CO. • Between NEW CASTLE & MUNCIE



157±
acres

Offered in 6 Tracts

**INFORMATION
BOOKLET**

Tract 2

Eastern Indiana Land

AUCTION

WEDNESDAY, NOVEMBER 1 • 6:00 PM

800-451-2709 • 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.

**OWNER: Lowell W. & Nancy J. Bennett Joint Revocable Trust,
Cheri S. Bennett Sturgeon, Trustee**
AUCTION COMPANY: Schrader Real Estate and Auction Company, Inc.

AU19400167, AC63001504



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 157± 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 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, and 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 approximately

30 days after the auction or as soon thereafter upon completion of surveys, if applicable, the final title commitment and Seller's closing documents. Costs for an administered closing shall be shared 50:50 between Buyer(s) and Seller. All lender costs shall be paid by the Buyer(s).

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Seller shall pay all 2023 real estate taxes due and payable in 2024. Buyer(s) shall assume any taxes thereafter. Buyer(s) shall assume any ditch and drainage assessments due after closing.

ACREAGE: All tract acreages, dimensions, and proposed boundaries are approximate and have been estimated based on county tax parcel data, county GIS and/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 and successful bidder(s) 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. 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 and surveyed acres.

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.

EASEMENTS: Subject to any and all existing easements.

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

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on 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**
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- **FSA INFORMATION**
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- **PRELIMINARY TITLE**
- **PHOTOS**

For Information Call Auction Manager: Andy Walther, 765-969-0401



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, NOVEMBER 1, 2023

157± ACRES – SPRINGPORT, INDIANA

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,

Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Wednesday, October 25, 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
157± Acres • Henry County, Indiana
Wednesday, November 1, 2023**

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Wednesday, November 1, 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, Wednesday, October 25, 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 MAP

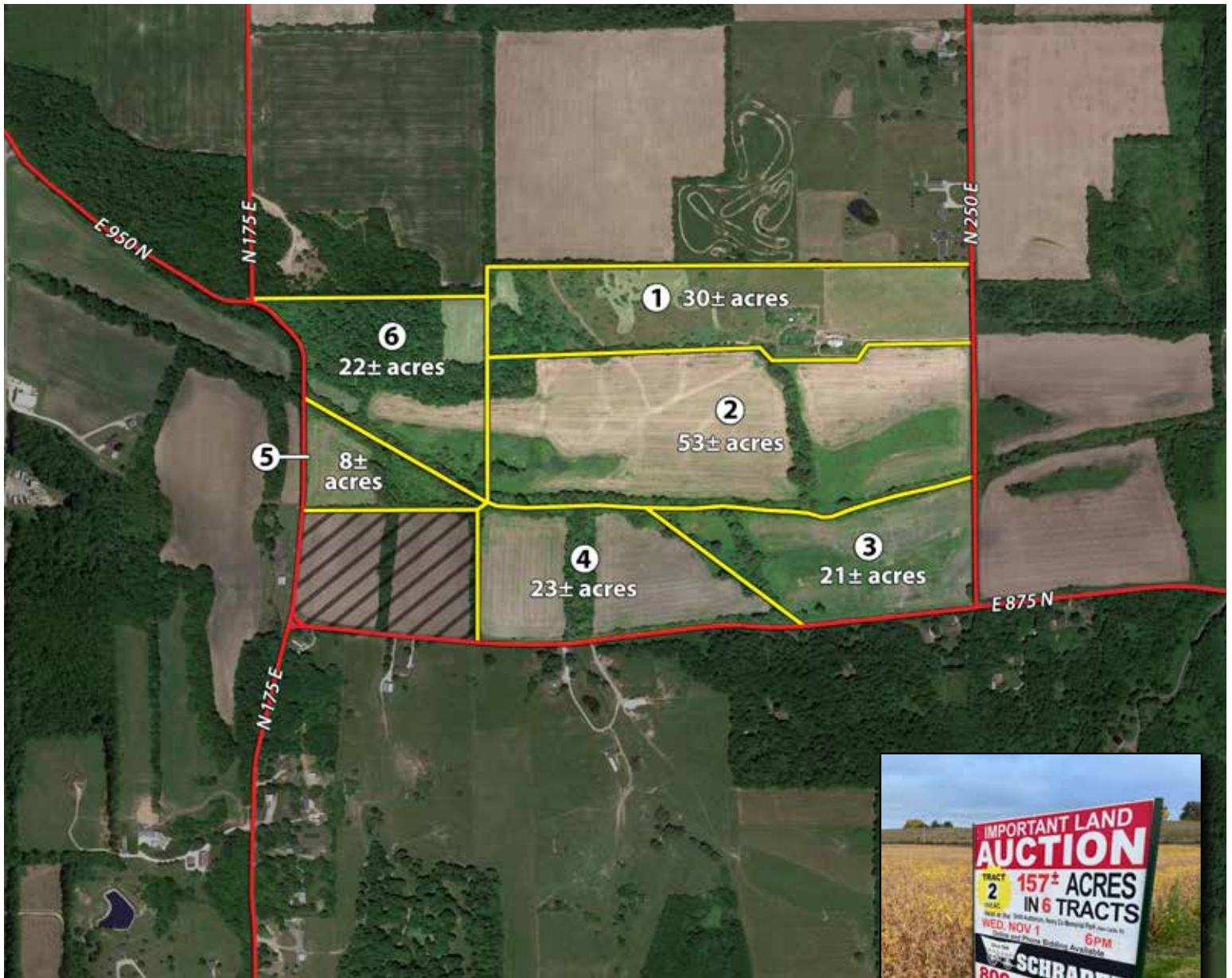
LOCATION MAP



Inspection Dates:
10 AM – 11 AM
WEDNESDAY, OCTOBER 11TH
WEDNESDAY, OCTOBER 18TH
WEDNESDAY, OCTOBER 25TH

AUCTION LOCATION: W.G. Smith Auditorium, Henry Co.
Memorial Park,
2221 N. Memorial Drive, New Castle, IN 47386
PROPERTY LOCATION: 9007 N. CR 250 East, SPRINGPORT,
IN 47386

AERIAL MAP



TRACT DESCRIPTIONS: HENRY County, PRAIRIE Township, SECTIONS: 25, 26, & 36

TRACT 1: 30± ACRES with a 2-story farmhouse, fenced pasture and wooded acreage. This has a nice farmstead feel, back a long lane. Come examine the country setting. Properties like this are hard to find! Includes small out-buildings and an 8,000 bu. grain bin.

TRACT 2: 53± ACRES with 46± FSA cropland Acres. Frontage along CR 250 E. Add this to your operation or consider combining this with Tract 1 or Tract 3.

TRACT 3: 21± ACRES bordering Buck Creek. This is a mixed-use tract with road frontage on E 875 N and N 250 E. Whether it be for recreation, hunting or wetland preservation / creation examine what this tract has to offer. Currently 8± acres are in crop production.

TRACT 4: 23± ACRES with 19± FSA tillable acres. Excellent Millgrove Loam soils farmed in (2) fields. Frontage along East CR 875 N.

TRACT 5: 8± ACRES with 4± acres of tillable land with the balance in woods and meadows. Buck Creek frontage creates a great wildlife habitat. Potential building site with frontage on N 175 E.

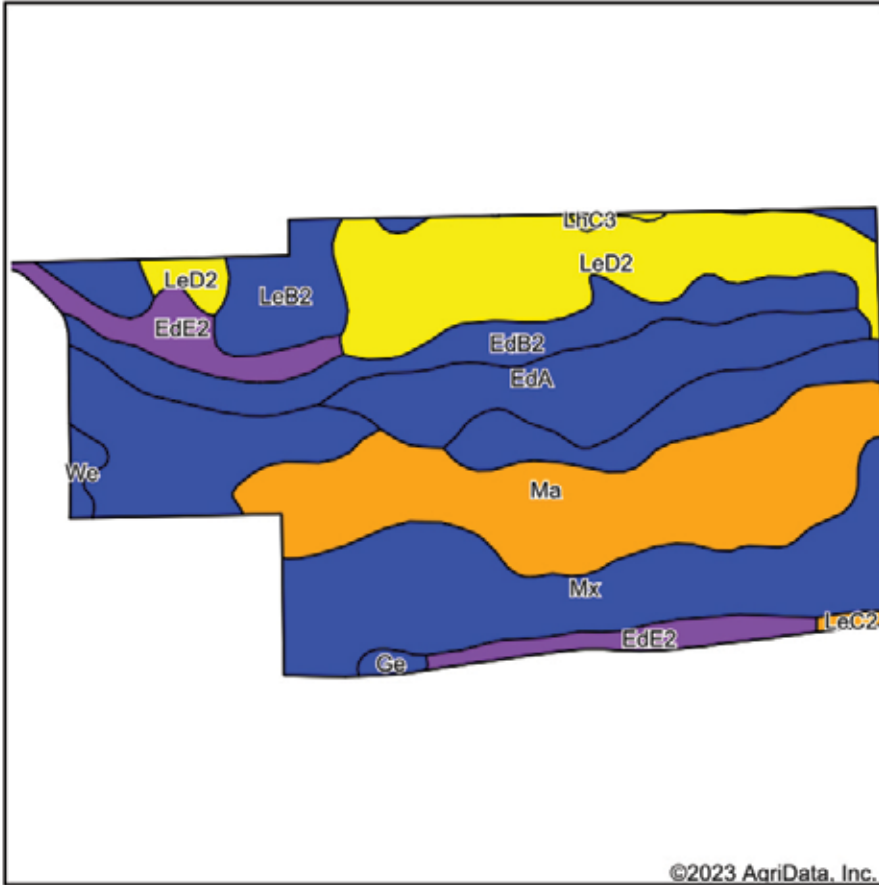
TRACT 6: 22± ACRE premiere hunting and recreational tract. Mature woods with some marketable timber. Features open meadows, small patches of tillable land for your food plots, and unique elevation changes. Frontage on N 175 E. Potential secluded building site with established entrance lane.





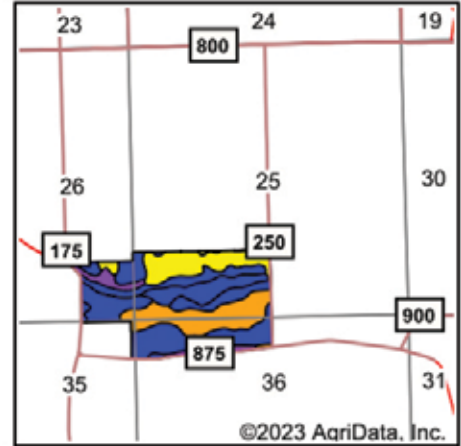
SOIL INFORMATION

SOIL MAP



©2023 AgriData, Inc.

Soils data provided by USDA and NRCS.



©2023 AgriData, Inc.

State: **Indiana**
 County: **Henry**
 Location: **25-19N-10E**
 Township: **Prairie**
 Acres: **150.82**
 Date: **5/22/2023**



Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com

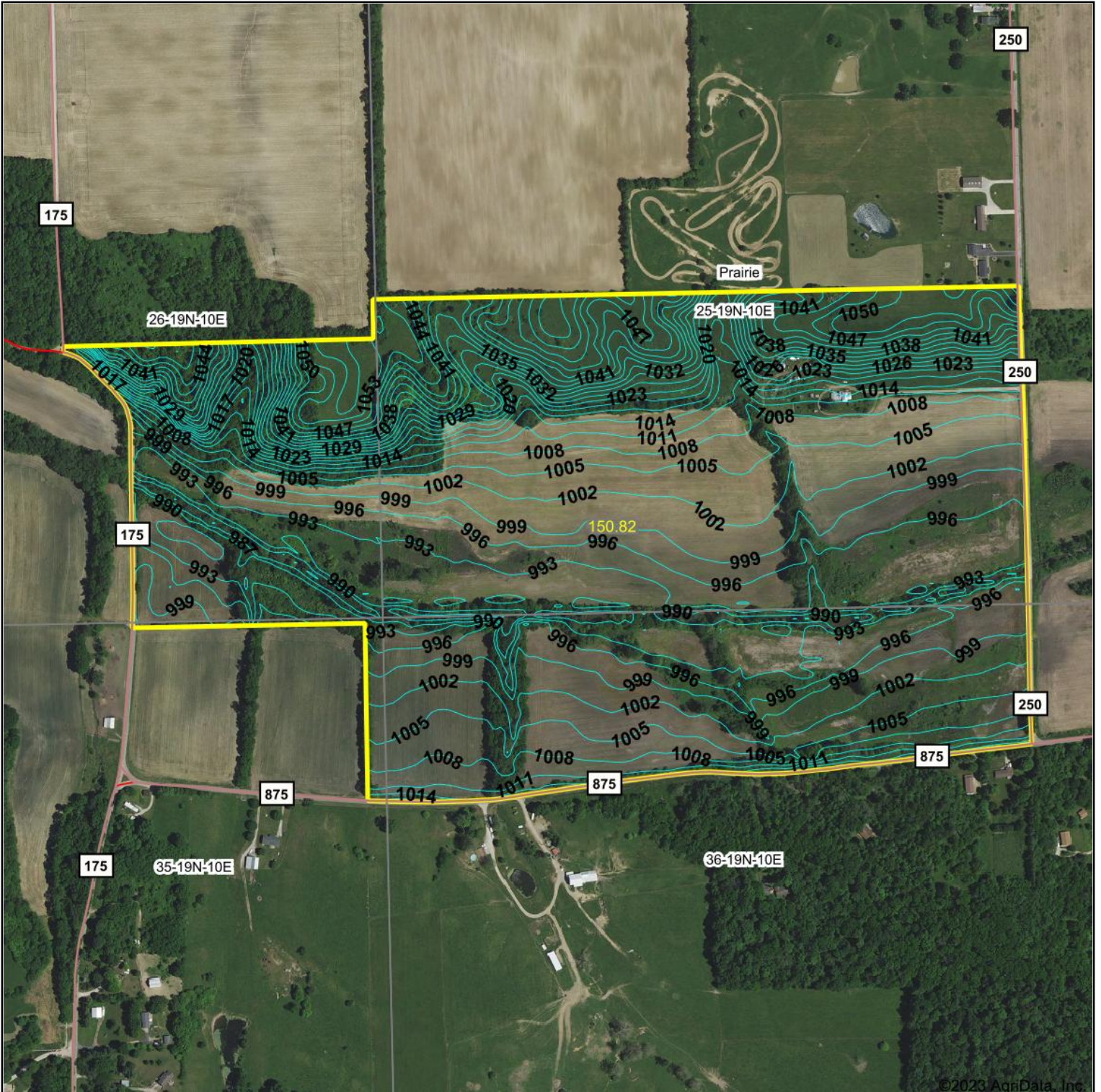


Area Symbol: IN065, Soil Area Version: 24

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	
Mx	Millgrove loam	47.85	31.7%		llw	175		6	12	49	70
Ma	Martisco muck, drained, loamy substratum	29.54	19.6%		lllw	85		3	6	21	34
LeD2	Losantville silt loam, 12 to 18 percent slopes, eroded	24.49	16.2%		IVe	100		3	7	35	45
EdA	Eldean silt loam, 0 to 2 percent slopes	15.41	10.2%		lls	109		3	8	41	53
EdB2	Eldean silt loam, 2 to 6 percent slopes, eroded	13.00	8.6%		lle	92		3	6	32	47
EdE2	Eldean silt loam, 18 to 35 percent slopes, eroded	9.20	6.1%		Vle	35		1	2	12	18
LeB2	Losantville silt loam, 2 to 6 percent slopes, eroded	8.76	5.8%		lle	121		4	8	43	54
We	Westland silt loam	1.02	0.7%		llw	165		5	11	49	66
Ge	Genesee loam, occasionally flooded	0.69	0.5%		llw	121		4	8	43	61
LeC2	Losantville silt loam, 6 to 12 percent slopes, eroded	0.50	0.3%		llle	112		4	8	39	50
LhC3	Losantville clay loam, 6 to 12 percent slopes, severely eroded	0.36	0.2%		IVe	111		4	7	38	49
Weighted Average					2.77	118.9		3.9	8.2	36.3	50.9

Soils data provided by USDA and NRCS.

TOPO CONTOURS MAP



©2023 AgriData, Inc.



Source: USGS 10 meter dem

Interval(ft): 3.0

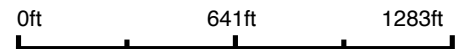
Min: 983.3

Max: 1,057.8

Range: 74.5

Average: 1,008.9

Standard Deviation: 17.98 ft



5/22/2023

25-19N-10E
Henry County
Indiana

Map Center: 40° 3' 45.91, -85° 20' 40.17

Maps Provided By:



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FSA INFORMATION

FSA INFORMATION

INDIANA
HENRY



United States Department of Agriculture
Farm Service Agency

FARM : 8242

Prepared : 9/8/23 12:39 PM CST

Form: FSA-156EZ

Crop Year : 2023

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : LOWELL W AND NANCY J BENNETT TRUST
 CRP Contract Number(s) : None
 Recon ID : 18-065-2017-85
 Transferred From : None
 ARCPLC G/W Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
151.34	91.01	91.01	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	91.01	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	0.41	0.00	56	
Corn	85.73	0.00	152	
TOTAL	86.14	0.00		

NOTES

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Tract Number : 2193

Description : H2/1A S 25 T 19N R 10E
 FSA Physical Location : INDIANA/HENRY
 ANSI Physical Location : INDIANA/HENRY
 BIA Unit Range Number :
 HEL Status : NHEL: No agricultural commodity planted on undetermined fields
 Wetland Status : Wetland determinations not complete
 WL Violations : None
 Owners : LOWELL W AND NANCY J BENNETT TRUST
 Other Producers : None
 Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
149.15	88.82	88.82	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
HENRY
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 8242
Prepared : 9/8/23 12:39 PM CST
Crop Year : 2023

Tract 2193 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	88.82	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	84.50	0.00	152

TOTAL **84.50** **0.00**

NOTES

Tract Number : 32011

Description :
FSA Physical Location : INDIANA/HENRY
ANSI Physical Location : INDIANA/HENRY
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : CHERI STURGEON
Other Producers : None
Recon ID : 18-065-2016-125

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
2.19	2.19	2.19	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	2.19	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	0.41	0.00	56
Corn	1.23	0.00	122

TOTAL **1.64** **0.00**

NOTES

FSA INFORMATION

INDIANA
HENRY
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

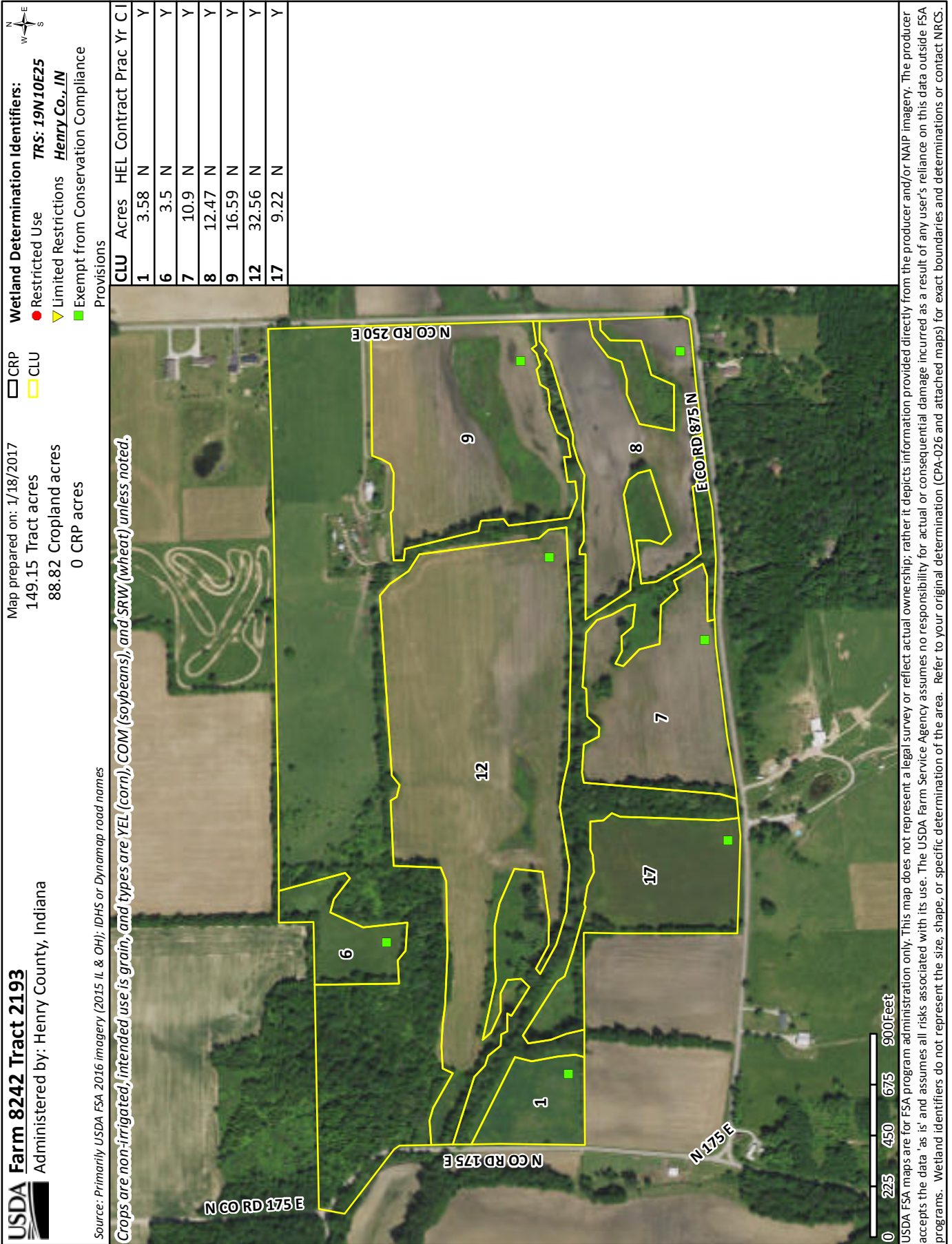
FARM : 8242
Prepared : 9/8/23 12:39 PM CST
Crop Year : 2023

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

FSA INFORMATION



USDA **Farm 8242 Tract 2193**
 Administered by: Henry County, Indiana

Map prepared on: 1/18/2017
 149.15 Tract acres
 88.82 Cropland acres
 0 CRP acres

Wetland Determination Identifiers:
 ● Restricted Use **TRS: 19N10E25**
 ▼ Limited Restrictions **Henry Co., IN**
 ■ Exempt from Conservation Compliance Provisions

Source: Primarily USDA FSA 2016 imagery (2015 IL & OH); IDHS or Dynamap road names
 Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

CLU	Acres	HEL	Contract	Prac	Yr	CI
1	3.58	N				Y
6	3.5	N				Y
7	10.9	N				Y
8	12.47	N				Y
9	16.59	N				Y
12	32.56	N				Y
17	9.22	N				Y

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



USDA INFORMATION

USDA INFORMATION



United States Department
of Agriculture

Natural Resources
Conservation Service

NRCS-CPA-026E
9/2000

HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

Name Address:	Lowell Bennett 9007 North 250 East Springport, IN	Request Date:	7-15-02	County:	Henry
Agency or Person Requesting Determination:	Farm Service Agency	Tract No:	2193	FSA Farm No.:	1740

Section I - Highly Erodible Land

Is a soil survey now available for making a highly erodible land determination?	-
Are there highly erodible soil map units on this farm?	-

Fields in this section have undergone a determination of whether they are highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.

<u>Field(s)</u>	<u>HEL(Y/N)</u>	<u>Sodbust(Y/N)</u>	<u>Acres</u>	<u>Determination Date</u>
-	-	-		
-	-	-		

The Highly Erodible Land determination was completed in the-

Section II - Wetlands

Are there hydric soils on this farm?	Yes
--------------------------------------	-----

Fields in this section have had wetland determinations completed. See the Definition of Wetland Label Codes for additional information regarding allowable activities under the wetland conservation provisions of the Food Security Act and/or when wetland determinations are necessary to determine USDA program eligibility.

<u>Field(s)</u>	<u>Wetland Label*</u>	<u>Occurrence Year (CW)**</u>	<u>Acres</u>	<u>Determination Date</u>	<u>Certification Date</u>
1	PC/NW		4.2	12-9-02	
11	PC/NW		10.2	12-9-02	
12	PC/NW		33.6	12-9-02	
6	PC/NW		4.3	12-9-02	
9	PC/NW		14.7	12-9-02	
8	PC/NW		12.2	12-9-02	
7	PC/NW		10.8	12-9-02	
unl	NW		1.0	12-9-02	

The wetland determination was completed in the field. It was mailed to the person on

Remarks:	Okay to clear as requested. Areas marked NI are not inventoried for wetland purposes. Buck Creek may fall under "Other Waters" of the United States. The U.S. Army Corps of Engineers should be contacted before working in this area at (502) 315-6100.
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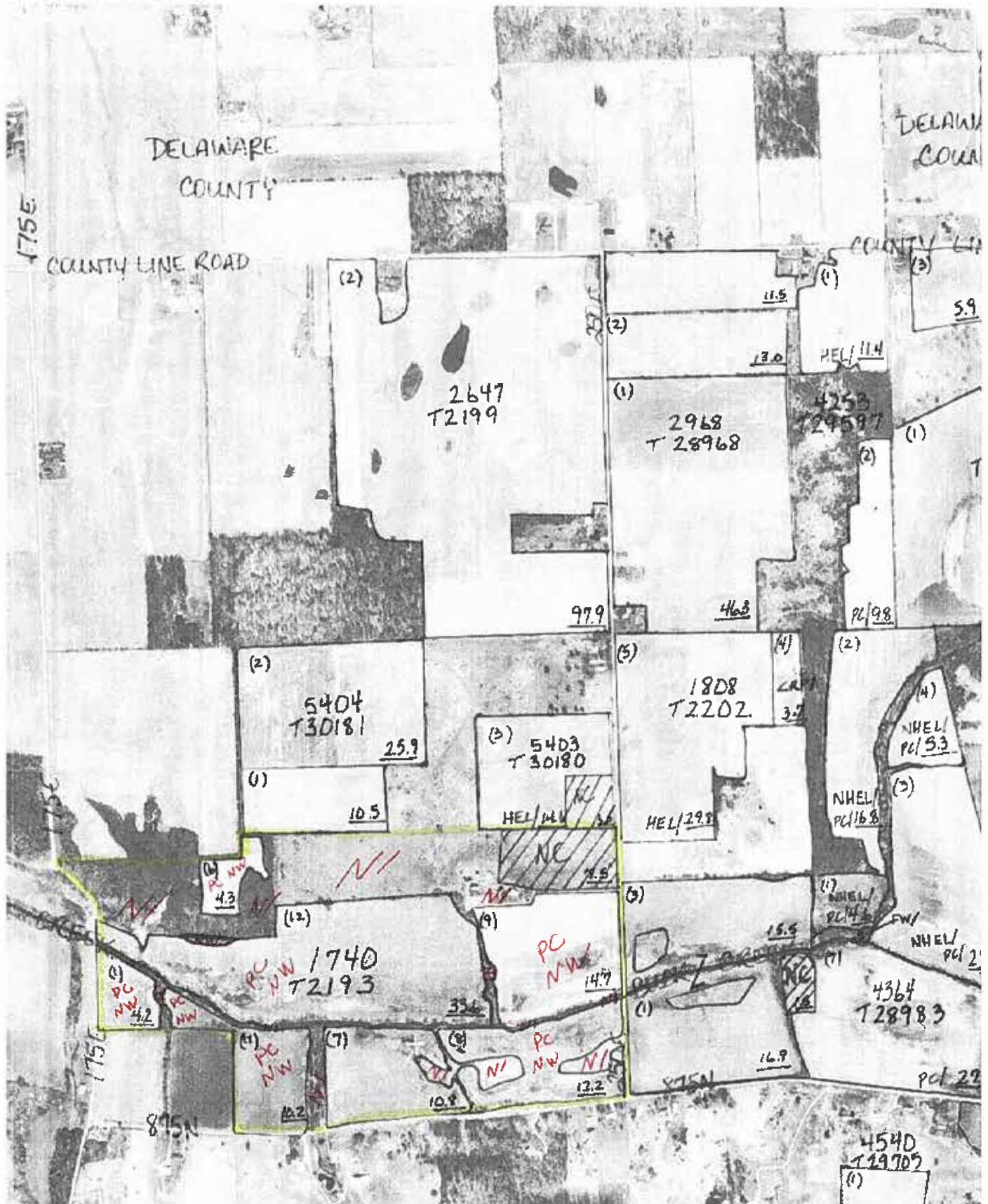
I certify that the above determinations are correct and were conducted in accordance with policies and procedures contained in the National Food Security Act Manual.

Signature Designated Conservationist	Date
	12/10/02

USDA INFORMATION

Date: 92/02
Not To Scale

HENRY
MAPH2 A1



**PRELIMINARY
TITLE**

PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

Issuing Agent: IN Title Company/New Castle
Issuing Office: 1319 Indiana Ave, New Castle, IN 47362
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 20231637
Issuing Office File Number: 20231637
Property Address: 7A N CR 175 East, Springport, IN 47386
7A N CR 175 East, Springport, IN 47386
9007 N CR 250 East, Springport, IN 47386
26A N CR 250 East, Springport, IN 47386
33A E Luray Rd., Springport, IN 47386
1.88A E CR 850 North, Springport, IN 47386
42.47A CR 875 North, Springport, IN 47386

Revision Number:

SCHEDULE A

1. Commitment Date: September 13, 2023 at 8:00 A.M.
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: \$ TBD
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured: NONE
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:

Lowell W. Bennett and Nancy J. Bennett, Trustees, or their successors in trust of the Lowell W. Bennett and Nancy J. Bennett Joint Revocable Trust dated November 10, 2009
5. The Land is described as follows:

Parcel 1

Commencing at the Southwest corner of the Southwest quarter of Section 25, Township 19 North, Range 10 East; thence North 80 rods; thence East 14 rods; thence South 80 rods; thence West 14 rods to the place of beginning. ✓

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27C170B

Page 1 of 2

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

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File No. 20231637



PRELIMINARY TITLE



Fidelity National Title Insurance Company

Parcels 2, 3 and 4

The South half of the Southwest quarter of Section 25, Township 19 North, Range 10 East, Except 7 acres off the West side thereof and leaving after said exception 73 acres, more or less. ✓

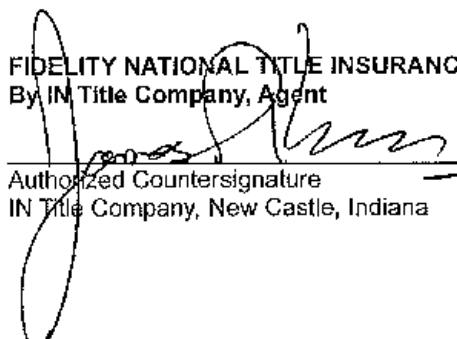
Parcel 5

Part of the East half of the Southeast quarter of Section 26, Township 19 North, Range 10 East, commencing 89 rods South of the Northwest corner of said half quarter; thence South to the center of the public highway; thence Southeasterly along the center line of the highway to the section line; thence East along said line to the Southeast corner of said half quarter; thence North 71 rods, more or less, to the South line of Levi Bunner's Land; thence West 80 rods to the place of beginning. ✓

Parcels 6 and 7

Beginning at the Northeast corner of the Northwest quarter of Section 36, Township 19 North, Range 10 East; and running thence West on and along the North lines of Sections 36 and 35, Township and Range aforesaid, a distance of 2739.0 feet to a point 99.00 feet West of the Northwest corner of the Northwest quarter of Section 36, Township and Range aforesaid; thence South, on a line parallel with the West line of the Northwest quarter of Section 36, Township and Range aforesaid, a distance of 739.5 feet to the center line of a certain county road; thence Easterly, on and along the center line of said county road, 1431.2 feet; thence Northeasterly, on and along the centerline of said county road, 1333.5 feet to the point of intersection of the center line of said county road with the East line of the Northwest quarter of Section 36, Township and Range aforesaid; thence North 563.4 feet to the point of beginning. Containing 44.15 acres, more or less. ✓

FIDELITY NATIONAL TITLE INSURANCE COMPANY
By IN Title Company, Agent


Authorized Countersignature
IN Title Company, New Castle, Indiana

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Page 2 of 2

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

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File No. 20231637



PRELIMINARY TITLE



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Trustee's Deed to be executed from The Lowell W. Bennett and Nancy J. Bennett Joint Revocable Trust to To Be Determined.
6. We must be furnished a copy of the trust instrument under which the current owner holds title.
7. 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.
8. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

IF THERE IS A MORTGAGE SHOWN ABOVE THAT IS AN EQUITY LINE MORTGAGE, A FULL SATISFACTION OF THE MORTGAGE MUST BE OBTAINED AND ALL CREDIT CARDS OR THE BALANCE OF VERIFIED UNUSED ACCOUNT CHECKS MUST BE SENT TO THE MORTGAGEE TOGETHER WITH A REQUEST FROM THE MORTGAGOR INSTRUCTING THE MORTGAGEE TO CLOSE THE ACCOUNT.

Satisfactory evidence shall be produced that all improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and material men are all paid in full.

Disclosure of Sale Information Form completed by Buyer and Seller as required by Indiana Law accompanying the Deed for Transfer.

Beginning July 1, 2009, HEA 1374 (IC 27-7-3.7) concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of "good funds" as defined in the Act.

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Page 1 of 5

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

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PRELIMINARY TITLE



Fidelity National Title Insurance Company

Beginning July 1, 2006, any document to be recorded must contain a statement in the following form "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)", before the document will be accepted for recording by the County Recorder. Failure to comply will result in a delay or cancellation of closing. Further, as of July 1, 2006, there will be an additional \$5.00 charge per policy, as a fee required by Indiana Statute for the State of Indiana's Title Insurance Enforcement Fund.

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Page 2 of 5

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

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File No.: 20231637

AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE



Fidelity National 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. The term "encroachment" included encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or material heretofore and 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.

Note: The Policy(s) of insurance may contain a clause permitting arbitration of claims at the request of either the Insured or the Company. Upon request, the Company will provide a copy of this clause and the accompanying arbitration rules prior to the closing of the transaction.

Note: The acreage indicated, if any, in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.

Note: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.

Note: The Company has performed a judgment search versus the owner as shown in Schedule A, Item 4, and none were found unless shown in Schedule B.

7. Parcel 1

Taxes for the year 2022 in the amount of \$46.00, each installment due May 10, 2023, and November 10, 2023. May installment PAID. November installment UNPAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

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Page 3 of 5

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

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File No.: 20231637



PRELIMINARY TITLE



Fidelity National Title Insurance Company

Annual ditch assessment for the Sam Foust Drain, each installment in the amount of \$21.00, 1st installment due May 10, 2023, PAID; 2nd installment due November 10, 2023, UNPAID.

Parcel Number 011-02514-00 (33-03-25-000-305.000-021)

8. Parcel 2

Taxes for the year 2022 in the amount of \$46.00, each installment due May 10, 2023, and November 10, 2023. May installment PAID. November installment UNPAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Annual ditch assessment for the Sam Foust Drain, each installment in the amount of \$21.00, 1st installment due May 10, 2023, PAID; 2nd installment due November 10, 2023, UNPAID.

Parcel Number 011-02515-00 (33-03-25-000-306.000-021)

9. Parcel 3

Taxes for the year 2022 in the amount of \$814.78, each installment due May 10, 2023, and November 10, 2023. May installment PAID. November installment UNPAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Annual ditch assessment for the Sam Foust Drain, each installment in the amount of \$120.00, 1st installment due May 10, 2023, PAID; 2nd installment due November 10, 2023, UNPAID.

Annual Henry County Solid Waste assessment in the amount of \$12.00 per year, next installment due May 10, 2023, PAID.

Parcel Number 011-02516-00 (33-03-25-000-308.000-021)

10. Parcel 4

Taxes for the year 2022 in the amount of \$202.00, each installment due May 10, 2023, and November 10, 2023. May installment PAID. November installment UNPAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Annual ditch assessment for the Sam Foust Drain, each installment in the amount of \$78.00, 1st installment due May 10, 2023, PAID; 2nd installment due November 10, 2023, UNPAID.

Parcel Number 011-02524-00 (33-03-25-000-307.000-021)

11. Parcel 5

Taxes for the year 2022 in the amount of \$272.16, each installment due May 10, 2023, and November 10, 2023. May installment PAID. November installment UNPAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

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PRELIMINARY TITLE



Fidelity National Title Insurance Company

Annual ditch assessment for the Sam Foust Drain, each installment in the amount of \$99.00, 1st installment due May 10, 2023, PAID; 2nd installment due November 10, 2023, UNPAID.

Parcel Number 011-02627-00 (33-03-26-000-408.000-021)

12. Parcel 6

Taxes for the year 2022 in the amount of \$27.00, each installment due May 10, 2023, and November 10, 2023. May installment PAID. November installment UNPAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Annual ditch assessment for the Sam Foust Drain, each installment in the amount of \$12.50, 1st installment due May 10, 2023, PAID; 2nd installment due November 10, 2023, UNPAID.

Parcel Number 011-03107-00 (33-03-35-000-217.000-021)

13. Parcel 7

Taxes for the year 2022 in the amount of \$572.00, each installment due May 10, 2023, and November 10, 2023. May installment PAID. November installment UNPAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Annual ditch assessment for the Sam Foust Drain, each installment in the amount of \$127.41, 1st installment due May 10, 2023, PAID; 2nd installment due November 10, 2023, UNPAID.

Parcel Number 011-03201-00 (33-03-36-000-101.000-021)

14. Terms and provisions of the trust under which title is held.

15. Rights of others to use that part of the land which lies within the bounds, as established by the mean high water mark, of the Buck Creek.

16. Rights of riparian owners in and to the free flow of Buck Creek.

17. The final policy will not insure title to land comprising artificial accretions or fill.

18. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

19. Rights of the Public, the State of Indiana, and County of Henry and the municipality in and to that part of the premises taken or used for road purposes.

20. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.

21. **Note:** Access to Tracts 1, 2 and 4 is maintained strictly by virtue of the remaining tracts described herein.

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PRELIMINARY TITLE



Fidelity National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIDELITY NATIONAL TITLE INSURANCE COMPANY

NOTICE

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

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

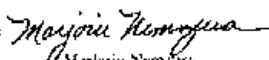
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National 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.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Hernandez
Secretary

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PRELIMINARY TITLE



Fidelity National 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 countersignature 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



Fidelity National Title Insurance Company

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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.

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PRELIMINARY TITLE



Fidelity National Title Insurance Company

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>.

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PHOTOS

PHOTOS



PHOTOS



Tracts 5-6



Tract 2

PHOTOS



PHOTOS



Tracts 1-3



Tracts 2-3

PHOTOS



Tract 1



Tracts 1-2

PHOTOS



PHOTOS



Tracts 1, 2 & 6



Tracts 2 & 6

PHOTOS



PHOTOS



Tract 4



Tract 1

PHOTOS



Tracts 2 & 6



Tract 5