

219[±] *acres*

offered in
11 Tracts

Over 200 Acres of Excellent Tillable Ground

Easy Road Access to All Tracts

Farming Rights in 2024

Potential Building Sites

INFORMATION Booklet

Important

LAND AUCTION

Noble and LaGrange Counties, Indiana

MONDAY, DECEMBER 4 AT 6PM
held at Sylvan Cellars, Rome City, IN • Online Bidding Available

800.451.2709

SchraderAuction.com



Disclaimer

All information contained is believed to be accurate and from accurate resources. However, buyers are encouraged to do their own due diligence. Schrader Auction Company assumes no liability for the information provided.

*Auction
Managers*

Daniel Days • 260.233.1401 & Dean Rummel • 260.343.8511



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606
www.schraderauction.com

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BIDDER PRE-REGISTRATION FORM

MONDAY, DECEMBER 4, 2023

219± ACRES – KENDALLVILLE, 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 Monday, November 27, 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
219± Acres • Noble County, Indiana
Monday, December 4, 2023**

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder’s Package for the auction being held on Monday, December 4, 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, Monday, November 27, 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 MAP

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- TIMED ONLINE ONLY
- VIRTUAL
- LIVE WITH ONLINE

LOCATION MAP

Inspection Dates:

Monday, November 20

3:00-4:00pm

Tuesday, November 28

4:00-5:00pm



AUCTION SITE in Milford

PROPERTY

AUCTION LOCATION:

Sylvan Cellars

2725 E. Northport Rd.

Rome City Indiana 46784

DIRECTIONS TO PROPERTY:

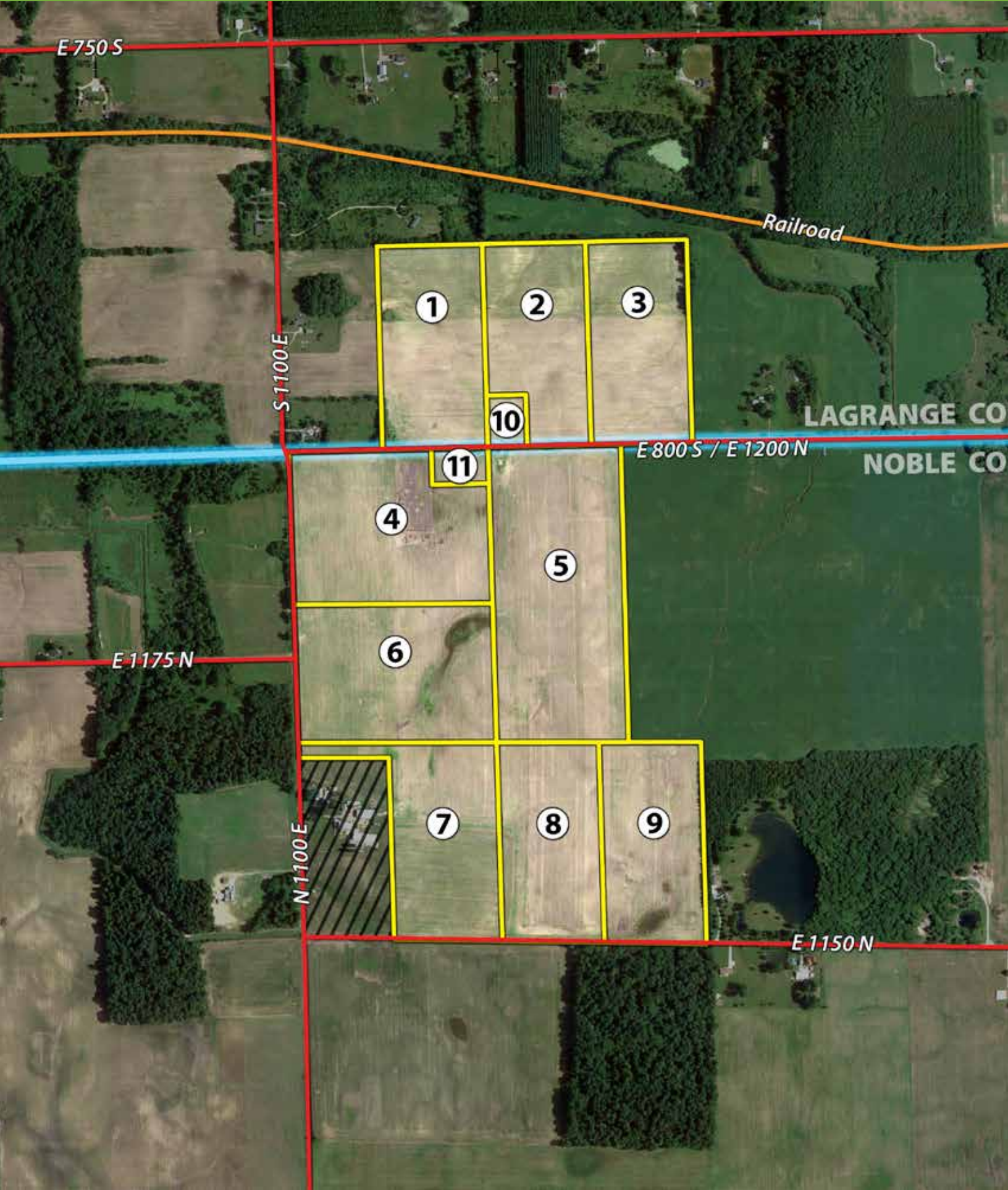
Take N 1000 E north 3 miles off SR 6. Turn right heading east down E 1000 N 1 mile. Turn left and take N 1100 E north 2 miles to the property. Approximate address to auction land: 11648 N 1100 E, Kendallville, IN 46755

TRACT MAP

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TRACT MAP



E 750 S

Railroad

S 1100 E

1

2

3

LAGRANGE CO

NOBLE CO

10

E 800 S / E 1200 N

11

4

5

E 1175 N

6

N 1100 E

7

8

9

E 1150 N

TRACT DESCRIPTIONS

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219± acres

offered in
11 Tracts

Over 200 Acres of Excellent Tillable Ground
Easy Road Access to All Tracts
Farming Rights in 2024 • Potential Building Sites

Mostly tillable farmland with farming rights in 2024. Conveniently located in both Lagrange and Noble County with excellent road frontage to every tract. This farm contains soils of mostly Miami loam and Brookston silt loam. Plenty of buildable and farming opportunities throughout each tract with easy access off the road. Not a farm you will want to miss out on!

- TRACT 1: 21± acres** tillable farmland with road frontage along E 1200 N located in Lagrange County.
- TRACT 2: 18± acres** of flat tillable farmland with easy road frontage along E 1200 N located in Lagrange County.
- TRACT 3: 20± acres** of flat tillable farmland with easy road frontage along E 1200 N located in Lagrange County.
- TRACT 4: 28± acres** of flat tillable farmland with easy road access along N 1100 E located in Noble County.
- TRACT 5: 38± acres** of flat tillable farmland with easy road access along E 1200 N located in Noble County.
- TRACT 6: 27± acres** of flat tillable farmland with easy road access along N 1100 E located in Noble County.
- TRACT 7: 23± acres** of flat tillable farmland with easy road access along E 1150 N located in Noble County.

- TRACT 8: 20± acres** of flat tillable farmland with easy road access along E 1150 N located in Noble County.
- TRACT 9: 20± acres** of flat tillable farmland with easy road access along E 1150 N located in Noble County.
- TRACT 10: 2± acres** of flat tillable farmland or Excellent build site opportunities with easy road frontage along E 1200 N located in Lagrange County.
- TRACT 11: 2± acres** of flat tillable farmland with excellent buildable opportunities. Great road access along E 1200 N located in Noble County.

Seller: Lovett Farms LLC
and Emmett E Lovett,
Trustees of Lovett Trust

Important LAND AUCTION
Noble and LaGrange Counties, Indiana
MONDAY, DECEMBER 4 AT 6PM
Online Bidding Available

Auction Managers:

Daniel Days • 260.233.1401

Dean Rummel • 260.343.8511

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Auction Terms and Conditions.

PROCEDURE: The property will be offered in 11 individual tracts, any combination of tracts and as a total 219± 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.

SOILS MAP



 **TIMED ONLINE ONLY**

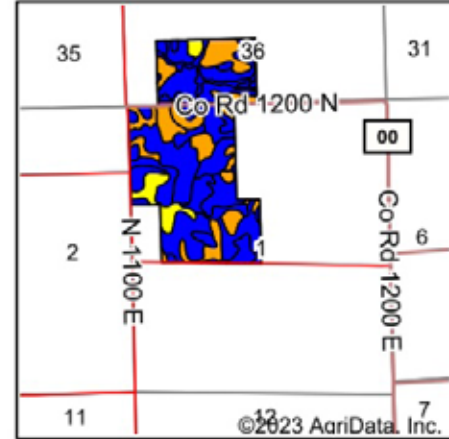
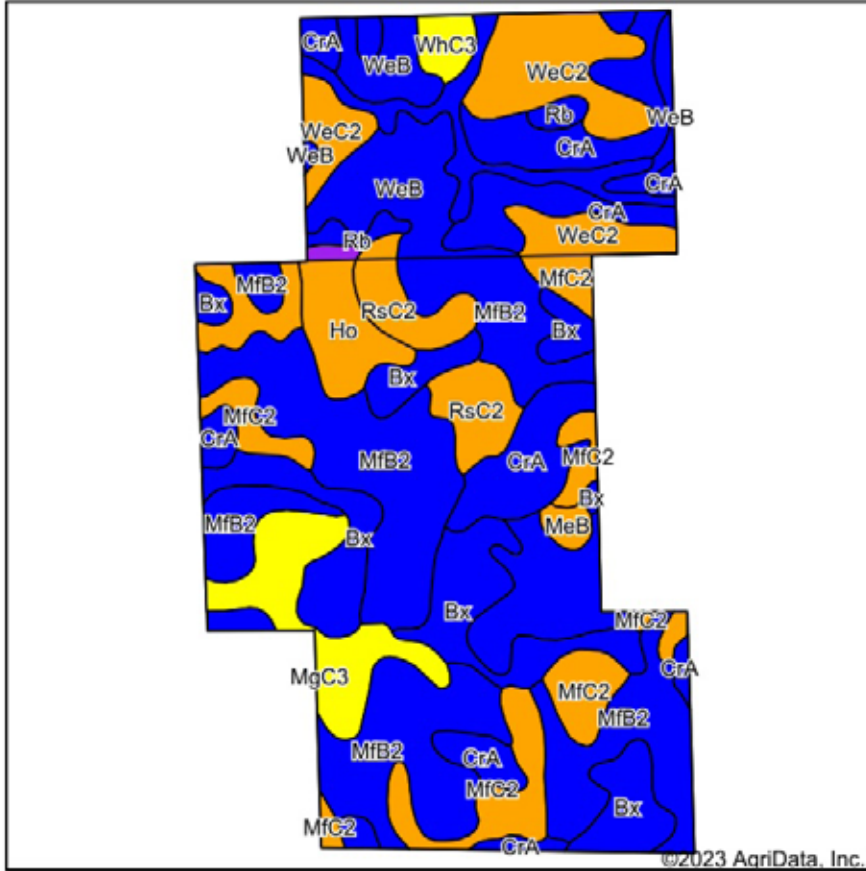
 **VIRTUAL**

 **LIVE WITH ONLINE**

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THE ORIGINAL MULTI-TRACT AUCTIONS

SOILS MAP



State: **Indiana**
 County: **Noble**
 Location: **1-35N-11E**
 Township: **Wayne**
 Acres: **219.07**
 Date: **10/12/2023**



Soils data provided by USDA and NRCS.

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
MfB2	Miami loam, 2 to 6 percent slopes, eroded	70.12	32.0%		Ile	143	19	5	9		49	64
Bx	Brookston silt loam	26.68	12.2%		IIw	175	24	6		12	49	70
MfC2	Miami loam, 6 to 12 percent slopes, eroded	20.96	9.6%		IIIe	135	19	4	9		47	61
WeC2	Wawasee fine sandy loam, 6 to 12 percent slopes, eroded	18.21	8.3%		IIIe	130		4		9	46	52
WeB	Wawasee fine sandy loam, 2 to 6 percent slopes	16.02	7.3%		Ile	145		5		9	51	58
CrA	Conover loam, 0 to 3 percent slopes	15.33	7.0%		IIw	144	20	5		10	46	65
CrA	Crosier loam, 0 to 2 percent slopes	12.80	5.8%		IIw	154		5		10	50	69
MgC3	Miami clay loam, 6 to 12 percent slopes, severely eroded	11.08	5.1%		IVe	121		4		8	41	54
Rb	Rensselaer loam, 0 to 1 percent slopes	8.93	4.1%		IIw	167		6		11	49	68
RsC2	Riddles sandy loam, 6 to 12 percent slopes, eroded	8.79	4.0%		IIIe	129		4	8		45	53
Ho	Houghton muck, drained	6.06	2.8%		IIIw	159		5		11	42	64
WhC3	Wawasee loam, 6 to 12 percent slopes, severely eroded	2.25	1.0%		IVe	125	18	4		8	44	63
MeB	Metea loamy fine sand, 2 to 6 percent slopes	1.29	0.6%		IIIe	110	18	4		7	39	55
HpjmA	Houghton muck, disintegration moraine, 0 to 2 percent slopes	0.55	0.3%		Vw							
Weighted Average					2.38	144.9	12.5	4.9	4.1	5.4	47.6	62.4

FSA INFORMATION

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FSA INFORMATION

FARM: 4582

Indiana

U.S. Department of Agriculture

Prepared: 5/21/19 9:49 AM

Noble

Farm Service Agency

Crop Year: 2019

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
██████████	PART OF 4105	

Farms Associated with Operator:

██████████

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
431.35	385.3	385.3	0.0	0.0	0.0	0.0	Active	3
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	385.3	0.0	0.0				

ARC/PLC

ARC-IC NONE	ARC-CO WHEAT, CORN, SOYBN	PLC NONE	PLC-Default NONE
----------------	------------------------------	-------------	---------------------

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	4.1		38	0.0
CORN	256.7		94	0.0
SOYBEANS	80.6		37	0.0
Total Base Acres:	341.4			

Tract Number: 1988 Description: SEC 1, WAYNE TWP.

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
263.81	223.9	223.9	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	223.9	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	3.2		38	0.0
CORN	129.3		94	0.0
SOYBEANS	57.2		37	0.0
Total Base Acres:	189.7			

Owners: LOVETT FARMS INC

Other Producers: None

FSA INFORMATION

FARM: 4582

Indiana

U.S. Department of Agriculture

Prepared: 5/21/19 9:49 AM

Noble

Farm Service Agency

Crop Year: 2019

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Tract Number: 1989 Description SEC 1, WAYNE TWP.

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
58.26	56.5	56.5	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	56.5	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
WHEAT	0.9		38	0.0
CORN	34.4		94	0.0
SOYBEANS	15.2		37	0.0
Total Base Acres:	50.5			

Owners: LOVETT FARMS INC

Other Producers: None

Tract Number: 12317 Description LAGRANGE CO - SEC 36, MILFORD TWP.

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
109.28	104.9	104.9	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	104.9	0.0	0.0		

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	93.0		94	0.0
SOYBEANS	8.2		37	0.0
Total Base Acres:	101.2			

Owners: LOVETT FARMS INC

Other Producers: None

FSA INFORMATION

USDA Farm 4582 Tract 1988
 Administered by: Noble County, Indiana

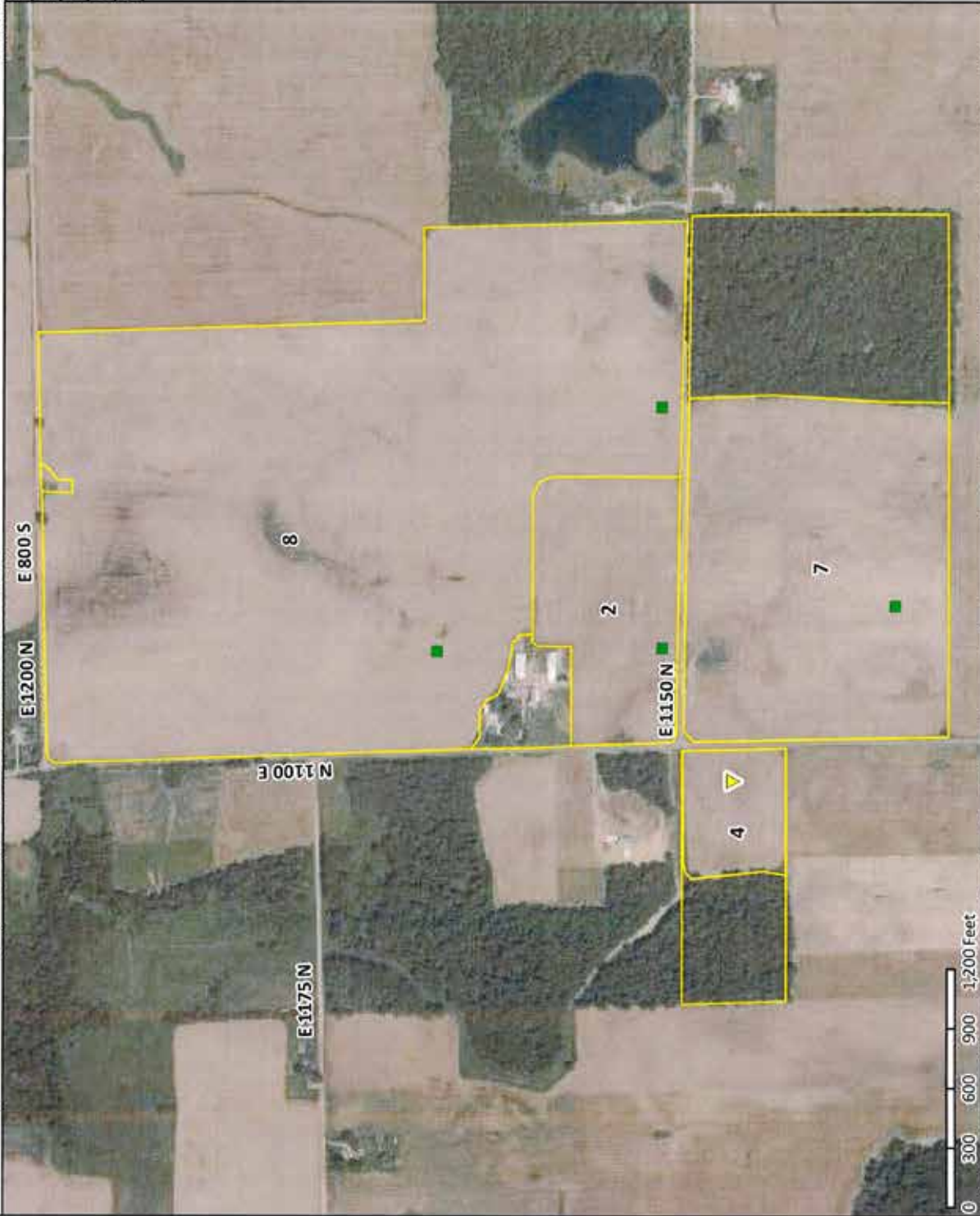
Map prepared on: 3/27/2023
 263.81 Tract acres
 223.9 Cropland acres
 0 CRP acres

Wetland Determination Identifiers:
 TRS: 35N11E1
 Limited Restrictions **Noble**
 Exempt from Conservation Compliance Provisions

CRP
 CLU

Source: Primarily USDA NAIP 2022 imagery; IDHS or Dynamap roads; FSA data 2023-03-24 07:52:31

CLU	Acres	HEL Contract	Prac Yr
2	20.0	H	
4	7.5	N	
7	51.0	N	
8	145.4	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.

FSA INFORMATION

USDA Farm 4582 Tract 1989
 Administered by: Noble County, Indiana

Map prepared on: 3/27/2023
 58.26 Tract acres
 56.5 Cropland acres
 0 CRP acres



Wetland Determination Identifiers:
 ● Restricted Use **TRS: 35N11E1**
 ▼ Limited Restrictions **Noble**
 ■ Exempt from Conservation Compliance Provisions

□ CRP
 □ CLU

Source: Primarily USDA NAIP 2022 imagery; IDHS or Dynamap roads; FSA data 2023-03-24 07:52:31



CLU	Acres	HEL Contract	Prac Yr
1	3.0	N	
2	53.5	N	



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FSA INFORMATION

USDA Farm 4582 Tract 12317

Administered by: Noble County, Indiana

Map prepared on: 3/27/2023
 109.28 Tract acres
 104.9 Cropland acres
 0 CRP acres

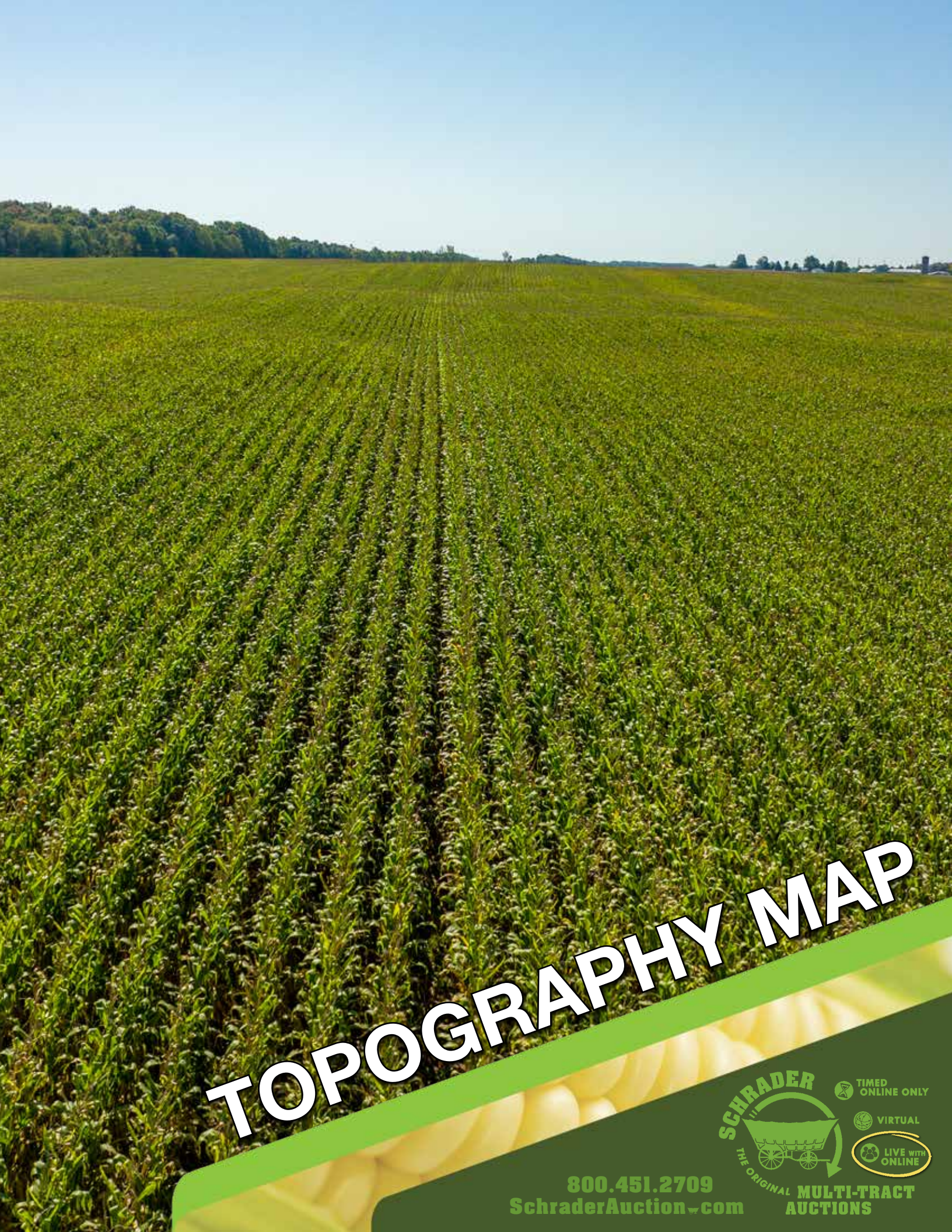
Wetland Determination Identifiers:
 Restricted Use TRS: 36N11E36
 Limited Restrictions LaGrange
 Exempt from Conservation Compliance Provisions

Source: Primarily USDA NAIP 2022 imagery; IDHS or Dynamap roads; FSA data 2023-03-24 07:52:31



CLU	Acres	HEL Contract	Prac Yr
1	29.2	N	
6	4.1	N	
7	2.3	N	
14	69.3	N	

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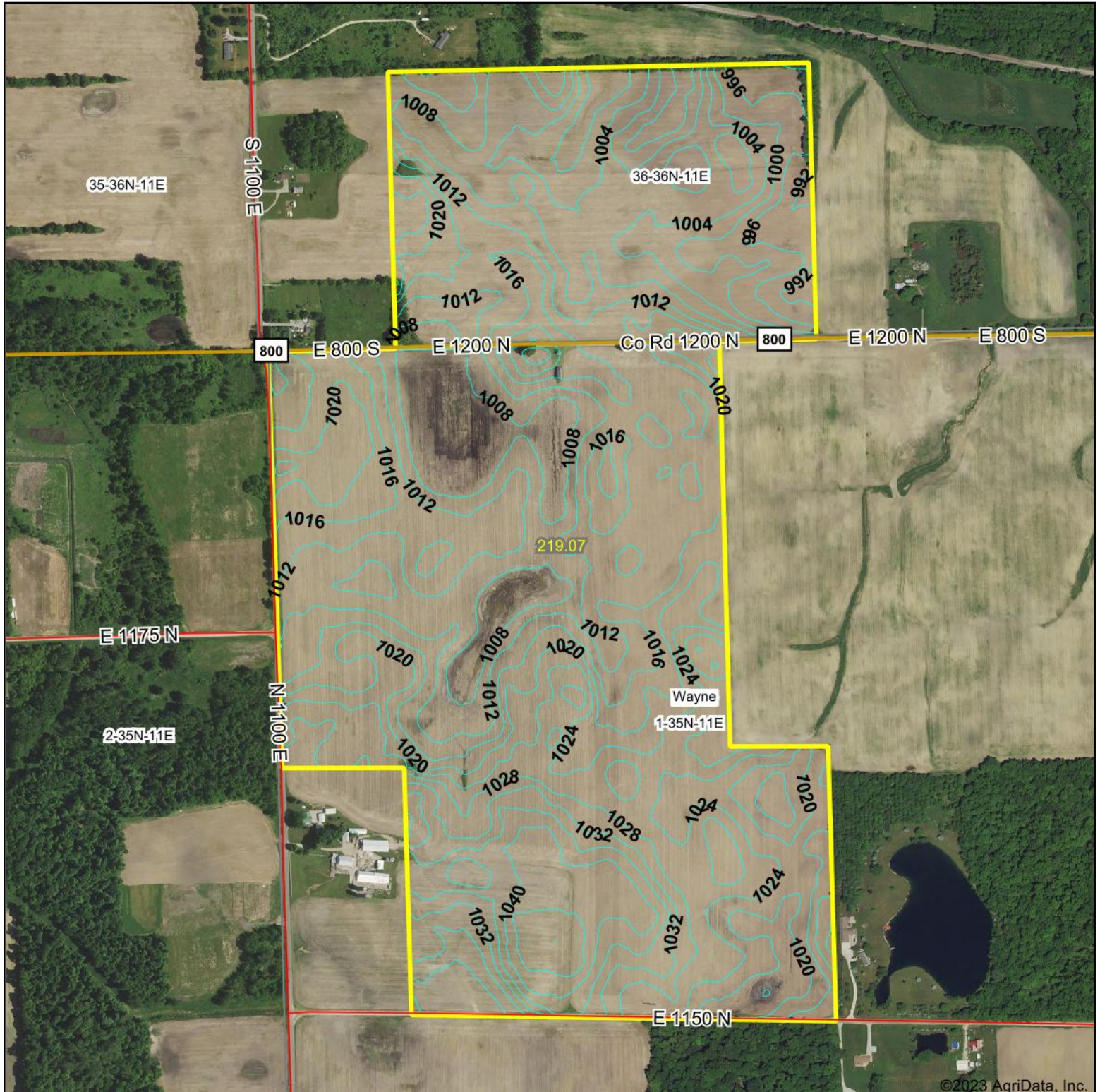


TOPOGRAPHY MAP

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TOPOGRAPHY MAP

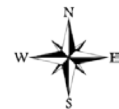


SCHRADER
Real Estate and Auction Company, Inc.

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2023 www.AgriDataInc.com

Source: USGS 3 meter dem
Interval(ft): 4.0
Min: 988.3
Max: 1,048.0
Range: 59.7
Average: 1,016.7
Standard Deviation: 10.96 ft

0ft 747ft 1495ft



10/12/2023

1-35N-11E
Noble County
Indiana

Boundary Center: 41° 31' 25.96, -85° 12' 30.53

TAX STATEMENTS

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SchraderAuction.com



TAX STATEMENTS

Assessment Year	2023	2023 (2)	2023 (3)	2022	2021
Imp Non Res (3)	\$127,100	\$127,100	\$140,000	\$147,600	\$122,400
Total	\$434,800	\$434,800	\$447,700	\$418,600	\$367,400
Total Res (1)	\$169,100	\$169,100	\$169,100	\$160,900	\$149,800
Total Non Res (2)	\$135,100	\$135,100	\$135,100	\$106,600	\$91,700
Total Non Res (3)	\$130,600	\$130,600	\$143,500	\$151,100	\$125,900

Homestead Allocations

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$137,700.00	\$122,800.00	\$114,800.00	\$134,500.00	\$138,000.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$280,900.00	\$244,600.00	\$219,900.00	\$218,200.00	\$213,000.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax History

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$2,650.16	\$2,474.44	\$2,419.88	\$2,665.36	\$2,746.40
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$2,650.16	\$2,474.44	\$2,419.88	\$2,665.36	\$2,746.40
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$333.00	\$333.00
				Hutchins - \$333.00	Hutchins - \$333.00
+ 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
LIT Credits	\$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	\$5,300.32	\$4,948.88	\$4,839.76	\$5,663.72	\$5,825.80
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$5,300.32)	(\$4,948.88)	(\$4,839.76)	(\$5,663.72)	(\$5,825.80)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.
Note: Total due amount rolls forward to the most current year

Property Tax Bill Payment

Visit Noble County Treasurer's Office

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2022 Pay 2023	2017953	5/9/2023	4625 J WOEHNKER	\$5,300.32
2021 Pay 2022	1983089	11/7/2022	4574 Lovett Farms	\$2,474.44
2021 Pay 2022	1962614	5/6/2022	4539 T WOEHNKER	\$2,474.44
2020 Pay 2021	1924935	10/25/2021	7P 4497 LOVETTE FARM	\$2,419.88
2020 Pay 2021	1890466	4/20/2021	CHECK 3916	\$2,419.88
2019 Pay 2020	1876327	10/30/2020	4262 Lovett Farms	\$2,831.86
2019 Pay 2020	1857383	5/11/2020	LB 5/11/20 B11 W/OE	\$2,831.86
2018 Pay 2019	1819308	10/31/2019	4447 T Woehner	\$2,912.90
2018 Pay 2019	1798162	5/8/2019	7P 4406 LOVETT FARMS	\$2,912.90
2017 Pay 2018	1767666	11/7/2018	7P 4368 LOVETT FARMS	\$2,807.16
2017 Pay 2018	1741985	5/4/2018	4327 7P LOVETT FARM	\$2,807.16
2016 Pay 2017	1710142	11/7/2017	4275 Emmett Lovett	\$2,746.70

TAX STATEMENTS

Assessment Year	2023	2022	2021	2020	2019
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$65,100	\$51,400	\$44,200	\$43,900	\$53,400
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Tax History

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.

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018
+ Spring Tax	\$266.90	\$248.42	\$257.41	\$314.82	\$331.53	\$316.14
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$266.90	\$248.42	\$257.41	\$314.82	\$331.53	\$316.14
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Deliq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Deliq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Deliq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Deliq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$533.80	\$496.84	\$514.82	\$629.64	\$663.06	\$632.28
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$533.80)	(\$496.84)	(\$514.82)	(\$629.64)	(\$663.06)	(\$632.28)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Payments

Year	Receipt #	Transaction Date	Amount
2022 Pay 2023	1659339	5/10/2023	\$266.90
2022 Pay 2023	1659340	5/10/2023	\$266.90
2021 Pay 2022	1606036	5/9/2022	\$496.84
2020 Pay 2021	1547054	4/20/2021	\$514.82
2019 Pay 2020	1515443	5/11/2020	\$629.64
2018 Pay 2019	1461685	5/2/2019	\$663.06
2017 Pay 2018	1417096	5/4/2018	\$632.28
2016 Pay 2017	1367464	5/2/2017	\$656.52
2015 Pay 2016	1327318	5/4/2016	\$679.18

Property Record Card

[2022 Property Record Card \(PDF\)](#)
[2023 Property Record Card \(PDF\)](#)

Tax Estimator

[Link to DLGF Tax Estimator](#)

TAX STATEMENTS

Homestead Allocations

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$53,400.00	\$45,900.00	\$45,500.00	\$55,500.00	\$57,300.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$2,100.00	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax History

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$351.37	\$321.26	\$341.98	\$433.02	\$448.34
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$351.37	\$321.26	\$341.98	\$433.02	\$448.34
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$245.64	\$245.64
				Hutchins - \$245.64	Hutchins - \$245.64
+ 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
LIT Credits	\$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	\$702.74	\$642.52	\$683.96	\$1,111.68	\$1,142.32
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$702.74)	(\$642.52)	(\$683.96)	(\$1,111.68)	(\$1,142.32)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.
Note: Total due amount rolls forward to the most current year

Property Tax Bill Payment

Visit Noble County Treasurer's Office

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2022 Pay 2023	2017951	5/9/2023	4625 J WOEHNKER	\$702.74
2021 Pay 2022	1983093	11/7/2022	4574 Lovett Farms	\$321.26
2021 Pay 2022	1962618	5/6/2022	4539 T WOEHNKER	\$321.26
2020 Pay 2021	1924931	10/25/2021	7P 4497 LOVETTE FARM	\$341.98
2020 Pay 2021	1890462	4/20/2021	CHECK 3916	\$341.98
2019 Pay 2020	1876324	10/30/2020	4262 Lovett Farms	\$555.84
2019 Pay 2020	1857386	5/11/2020	LB 5/11/20 B11 W/OE	\$555.84
2018 Pay 2019	1819309	10/31/2019	4447 T Woehner	\$571.16
2018 Pay 2019	1798163	5/8/2019	7P 4406 LOVETT FARMS	\$571.16
2017 Pay 2018	1767671	11/7/2018	7P 4368 LOVETT FARMS	\$616.22
2017 Pay 2018	1741982	5/4/2018	4327 7P LOVETT FARM	\$616.22
2016 Pay 2017	1710143	11/7/2017	4275 Emmett Lovett	\$636.65
2016 Pay 2017	1677911	5/2/2017	4218 ELovett	\$636.65
2015 Pay 2016	1653537	11/3/2016	#4205 \$7412.65 7p	\$711.42
2015 Pay 2016	1629741	5/5/2016	4189 ELovett	\$711.42
2014 Pay 2015	1602276	11/6/2015	4180 Lovett Farms	\$704.48
2014 Pay 2015	1566082	5/4/2015	7P	\$704.48
2013 Pay 2014	1543594	11/6/2014	3945	\$498.11
2013 Pay 2014	1513030	5/5/2014	7p 3684	\$498.11

TAX STATEMENTS

Homestead Allocations

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$76,800.00	\$66,100.00	\$65,500.00	\$79,800.00	\$82,400.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax History

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$486.22	\$445.18	\$473.56	\$603.05	\$644.74
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$486.22	\$445.18	\$473.56	\$603.05	\$644.74
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$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	\$0.00	\$0.00	\$0.00	\$380.66	\$380.66
				Hutchins - \$380.66	Hutchins - \$380.66
+ 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
LIT Credits	\$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	\$972.44	\$890.36	\$947.12	\$1,586.76	\$1,670.14
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$972.44)	(\$890.36)	(\$947.12)	(\$1,586.76)	(\$1,670.14)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Note: Total due amount rolls forward to the most current year

Property Tax Bill Payment

Visit Noble County Treasurer's Office

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2022 Pay 2023	2017954	5/9/2023	4625 J WOEHNKER	\$972.44
2021 Pay 2022	1983088	11/7/2022	4574 Lovett Farms	\$445.18
2021 Pay 2022	1962613	5/6/2022	4539 T WOEHNKER	\$445.18
2020 Pay 2021	1924936	10/25/2021	7P 4497 LOVETTE FARM	\$473.56
2020 Pay 2021	1890467	4/20/2021	CHECK 3916	\$473.56
2019 Pay 2020	1876328	10/30/2020	4262 Lovett Farms	\$793.38
2019 Pay 2020	1857387	5/11/2020	LB 5/11/20 B11 W/OE	\$793.38
2018 Pay 2019	1819310	10/31/2019	4447 T Woehnker	\$835.07
2018 Pay 2019	1798164	5/8/2019	7P 4406 LOVETT FARMS	\$835.07
2017 Pay 2018	1767670	11/7/2018	7P 4368 LOVETT FARMS	\$900.10
2017 Pay 2018	1741981	5/4/2018	4327 7P LOVETT FARM	\$900.10
2016 Pay 2017	1710140	11/7/2017	4275 Emmett Lovett	\$929.74
2016 Pay 2017	1677914	5/2/2017	4218 E Lovett	\$929.74
2015 Pay 2016	1653538	11/3/2016	#4205 \$7412.65 7p	\$1,036.95
2015 Pay 2016	1629743	5/5/2016	4189 E Lovett	\$1,036.95
2014 Pay 2015	1602280	11/6/2015	4180 Lovett Farms	\$1,026.97
2014 Pay 2015	1566083	5/4/2015	7P	\$1,026.97
2013 Pay 2014	1543596	11/6/2014	3945	\$716.92
2013 Pay 2014	1513031	5/5/2014	7p 3684	\$716.92

PRELIMINARY TITLE

800.451.2709
SchraderAuction.com



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.

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

- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
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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PRELIMINARY TITLE

American Land Title Association

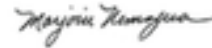
Commitment for Title Insurance
2021 v. 01.00 (07-01-2021)

COMMONWEALTH LAND TITLE INSURANCE
COMPANY

P.O. Box 45023, Jacksonville, FL 32232-5023



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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COMMITMENT NO.: 23-1225

Version No.:

23-1225

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PRELIMINARY TITLE

American Land Title Association

Commitment for Title Insurance
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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: 23-1225

Issuing Office File Number: 23-1225

Property Address: S 1100 E, Wolcottville, IN 46795 and 11648 N 1100 E, Kendallville, IN 46755

Revision Number:

SCHEDULE A

1. Commitment Date: September 25, 2023 8:00 AM

2. Policy to be issued:

(a) 2021 ALTA Owner's Policy

Proposed Insured:

Proposed Insured

Proposed Amount of Insurance:

\$1.00

3. The estate or interest in the Land at the Commitment Date is:

Property 1: fee simple

Property 2: fee simple

4. The Title is, at the Commitment Date, vested in:

Property1: Parcels 1-4: Emmett E. Lovett and Martha J. Lovett, Trustees of Emmett E. Lovett Primary Trust Agreement dated November 10, 1993, and Martha J. Lovett and Emmett E. Lovett, Trustees of Martha J. Lovett Primary Trust Agreement dated November 10, 1993

Property2: Parcel 5: Emmett E. Lovett and Martha J. Lovett, Trustees of Emmett E. Lovett Primary Trust Agreement dated November 10, 1993, and Martha J. Lovett and Emmett E. Lovett, Trustees of Martha J. Lovett Primary Trust Agreement dated November 10, 1993

Parcels 6-11: Lovett Farms, Inc.

5. The land is described as follows:

The land is described as set forth in Exhibit A attached hereto and made a part hereof.

ASSURANCE TITLE COMPANY, LLC

102 E Main St., Albion, IN 46701

Telephone: (260) 636-2692

Countersigned by:

Jamie M. King

Assurance Title Company, LLC

Assurance Title Company, LLC, License #924500

COMMONWEALTH LAND TITLE INSURANCE COMPANY

P.O. Box 45023, Jacksonville, FL 32232-5023

By: _____

Michael J, Nolan, President

By: _____

Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Any conveyance or mortgage by the Trustee of the trust under which title is held must be accompanied by evidence of the continued existence of the trust, the identity of the Trustee and evidence of authority with respect to the contemplated transaction.
7. Resolution from the Secretary of Lovett Farms, Inc naming the signatories authorized to execute the required deed.
8. Duly authorized and executed Deed from Successor Trustee of Emmett E. Lovett Primary Trust Agreement dated November 10, 1993, Successor Trustee of Martha J. Lovett Primary Trust Agreement dated November 10, 1993 (Parcels 1-5), and Lovett Farms, Inc, an Indiana Corporation (Parcels 6-11), to Proposed Insured, to be executed and recorded at closing.
9. SURVEY REQUIREMENT: Every document required for transfer of title MUST be recorded. When transferring title to less than a whole tract a survey or qualified drawing (i.e. drawing by surveyor with date and surveyor's signature) is required. Also, proper county or city/town approval must be received. This survey or drawing must be recorded. Please be sure to include recording fees.
10. 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.
11. Vendors, (Sellers), Closing Affidavit to be furnished this office.
12. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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PRELIMINARY TITLE

SCHEDULE B, PART II – Exceptions

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. 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.
8. Parcel 1
Taxes for 2022 payable 2023
Parcel No. 011-35405-00
Tax Unit of Milford
State ID No. 44-09-35-400-005.000-013
May 10 \$243.53 PAID
November 10 \$243.53 PAID
Assessed Valuation: Land \$59,400 Improvements \$0
Exemptions \$0
9. Parcel 2
Taxes for 2022 payable 2023
Parcel No. 011-36304-00
Tax Unit of Milford
State ID No. 44-09-36-300-004.000-013
May 10 \$217.04 PAID
November 10 \$217.04 PAID
Assessed Valuation: Land \$52,900 Improvements \$0
Exemptions \$0

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PRELIMINARY TITLE

10. Parcel 3
Taxes for 2022 payable 2023
Parcel No. 011-36310-00
Tax Unit of Milford
State ID No. 44-09-36-300-010.000-013
May 10 \$15.06 PAID
November 10 \$15.06 PAID
Assessed Valuation: Land \$3,700 Improvements \$0
Exemptions \$0

11. Parcel 4
Taxes for 2022 payable 2023
Parcel No. 011-36309-00
Tax Unit of Milford
State ID No. 44-09-36-300-009.000-013
May 10 \$266.90 PAID
November 10 \$266.90 PAID
Assessed Valuation: Land \$65,100 Improvements \$0
Exemptions \$0

12. Parcel 5
Taxes for 2022 payable 2023
Parcel No. 007-100767-00
Tax Unit of Wayne
State ID No. 57-07-01-400-007.000-019
May 10 \$391.77 PAID
November 10 \$391.77 PAID
Assessed Valuation: Land \$20,800 Improvements \$135,500
Exemptions \$45,000-H/\$38,955-Supp

13. Parcel 6
Taxes for 2022 payable 2023
Parcel No. 007-101873-00
Tax Unit of Wayne
State ID No. 57-07-01-400-006.000-019
May 10 \$2,650.16 PAID
November 10 \$2,650.16 PAID
Assessed Valuation: Land \$137,700 Improvements \$280,900
Exemptions \$0

14. Parcel 7
Taxes for 2022 payable 2023
Parcel No. 007-100753-00
Tax Unit of Wayne
State ID No. 57-07-01-300-001.000-019
May 10 \$518.51 PAID
November 10 \$518.51 PAID
Assessed Valuation: Land \$81,900 Improvements \$0
Exemptions \$0

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PRELIMINARY TITLE

15. Parcel 8
Taxes for 2022 payable 2023
Parcel No. 007-100753-50
Tax Unit of Wayne
State ID No. 57-07-02-200-001.000-019
May 10 \$77.24 PAID
November 10 \$77.24 PAID
Assessed Valuation: Land \$12,200 Improvements \$0
Exemptions \$0
16. Parcel 9
Taxes for 2022 payable 2023
Parcel No. 007-100766-00
Tax Unit of Wayne
State ID No. 57-07-01-400-004.000-019
May 10 \$486.22 PAID
November 10 \$486.22 PAID
Assessed Valuation: Land \$76,800 Improvements \$0
Exemptions \$0
17. Parcel 10
Taxes for 2022 payable 2023
Parcel No. 007-100761-00
Tax Unit of Wayne
State ID No. 57-07-01-100-001.000-019
May 10 \$526.10 PAID
November 10 \$526.10 PAID
Assessed Valuation: Land \$83,100 Improvements \$0
Exemptions \$0
18. Parcel 11
Taxes for 2022 payable 2023
Parcel No. 007-100757-00
Tax Unit of Wayne
State ID No. 57-07-01-400-005.000-019
May 10 \$351.37 PAID
November 10 \$351.37 PAID
Assessed Valuation: Land \$53,400 Improvements \$2,100
Exemptions \$0
19. Taxes for 2023 due and payable 2024, and subsequent taxes.
20. 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.
21. 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.
22. Right of way for drainage tiles, feeders and laterals, if any.

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PRELIMINARY TITLE

23. Rights of the public, State of Indiana, County of Noble and LaGrange and the municipality in and to that part of the premises taken or used for road purposes.
24. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
25. Easement by and between James F. McCullough and Inez McCullough, husband and wife and Noble County Rural Electric Membership Corporation, dated October 28, 1938 and recorded August 26, 1939 in Miscellaneous Record X page 78. (parcels 1 & 2)
26. Easement by and between George W. Lovett and Nettie Lovett, husband and wife and Noble County Rural Electric Membership Corporation, dated June 1, 1938 and recorded January 17, 1939 in Miscellaneous Record 17 page 497. (parcels 5, 6, 7, 8, 9 & 11)
27. This commitment has been issued without a judgment search being made against the name insured.

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COMMITMENT NO.: 23-1225

Version No.:

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PRELIMINARY TITLE

EXHIBIT "A"

The Land referred to herein below is situated in the County of LaGrange, State of Indiana, and is described as follows:

Property 1

Parcel 1

The Southeast Quarter of the Southeast Quarter of Section 35, in Township 36 of Range 11 East, LaGrange County, Indiana.

Parcel 2

The Southwest Quarter of the Southwest Quarter of Section 36, in Township 36, North of Range 11 East, LaGrange County, Indiana.

Excepting therefrom 5 acres out of the Southwest corner thereof, and described as follows, to-wit:

Commencing at the Southwest corner of said Section 36, thence running North 20 rods to a stake, thence East 40 rods, thence South 20 rods, thence West of the place of beginning.

Also Excepting:

A tract of land located in the Southwest Quarter of Section 36, Township 36 North, Range 11 East, in LaGrange County, the State of Indiana, more fully described as follows:

Commencing at an iron rod situated in the Southwest corner of said Southwest Quarter thence North (assumed basis of bearings), a distance of 646.82 feet along the West line of said Southwest Quarter to a railroad spike, the true point of beginning, thence North, a distance of 485.25 feet along said West line to a railroad spike; thence North 89 degrees 05 minutes 22 seconds East, a distance of 402.13 feet to a rebar stake; thence South 3 degrees 32 minutes 22 seconds West, a distance of 505.71 feet to a rebar stake; thence North 87 degrees 58 minutes 33 seconds West, a distance of 371.09 feet to the point of beginning, said tract containing 4.39 acres, more or less, and being subject to all public road right-of-way and to all easements of record. A survey of said tract of land being represented by Plat of Survey #36-11-36-01 as prepared by Brown Consulting Engineers, Inc., 940 West North Street, Kendallville, Indiana.

Parcels 3 & 4

The Southeast Quarter of the Southwest Quarter of Section 36, Township 36 North of Range 11 East.

Property 2

Parcel 5

A tract of land located in the Northwest Quarter of Section 01, Township 35 North, Range 11 East, in Noble County, the State of Indiana, more fully described as follows:

Commencing at a cast iron marker situated in the Southwest Corner of said Northwest Quarter; thence North (assumed basis of bearings) for 890.61 feet along the West line of said Northwest Quarter to a PK nail and washer, the true point of beginning; thence North for 156.82 feet along said West line to a PK nail and washer; thence South 68 degrees 53 minutes 00 seconds East for 201.58 feet to a Ramset nail and washer; thence South 01 degrees 11 minutes 04 seconds East for 65.14 feet to a rebar stake; thence South 89 degrees 39 minutes 22 seconds West for 45.19 feet to a Ramset nail and washer; thence South 22 degrees 53 minutes 35 seconds East for 24.42 feet to a Rebar stake; thence North 88 degrees 25 minutes 48 seconds West for 134.75 feet to the point of beginning, said tract containing 0.506 acres, more or less.

Parcels 6 & 9

The South Half of the Northwest Quarter of Section 1, Township 35 North, Range 11 East, in Noble County, the State of

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American Land Title Association

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Indiana, containing 80 acres, more or less; Excepting therefrom however, the following described tract, to-wit:

Commencing at a cast iron marker situated in the Southwest Corner of said Northwest Quarter; thence North (assumed basis of bearings) for 890.61 feet along the West line of said Northwest Quarter to a PK nail and washer, the true point of beginning; thence North for 156.82 feet along said West line to a PK nail and washer; thence South 68 degrees 53 minutes 00 seconds East for 201.58 feet to a Ramset nail and washer; thence South 01 degrees 11 minutes 04 seconds East for 65.14 feet to a rebar state; thence South 89 degrees 39 minutes 22 seconds West for 45.19 feet to a Ramset nail and washer; thence South 22 degrees 53 minutes 35 seconds East for 24.42 feet to a Rebar state; thence North 88 degrees 25 minutes 48 seconds West for 134.75 feet to the point of beginning, said tract containing 0.506 acres, more or less.

ALSO

The fractional Northwest Quarter of the Northwest Quarter of Section 1, Township 35 North, Range 11 East, in Noble County, the State of Indiana, excepting approximately 2 acres out of the Northeast corner thereof, and more particularly described as follows, to-wit: Commencing at the Northwest corner of Section 1, Township 35 North, Range 11 East; thence South along the section line 1859.8 feet to an iron pin; thence East along the eighth line a distance of 1339.9 feet to a post; thence Northerly 1678 feet; thence Westerly 351.9 feet to a post; thence Northerly 236.9 feet to the Section line; thence West along the Section line 958.35 feet to the place of beginning, containing 57.2 acres of land, more or less.

Parcel 7

The North Half of the Southwest Quarter of Section 1, Township 35 North, Range 11 East, Noble County, Indiana.

Parcel 8

15 acres by parallel lines off the North side of the East Half of the Southeast Quarter of Section 2, Township 35 North, Range 11 East, Noble County, Indiana.

Parcel 10

Sixty (60) acres off the East side of the Northeast Quarter of Section 1, Township 35 North, Range 11 East, Noble County, Indiana.

Parcel 11

The Northeast Quarter of the Northwest Quarter of Section One (1), in Township Thirty-five (35) North, Range 11 East, excepting twenty (20) acres off the East side thereof containing thirty-six (36) acres, more or less; also two (2) acres of land in said Section One (1) and out of the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section to-wit: Commencing at said Northeast corner; thence West along the North line of said Section twenty-two (22) rods; fourteen (14) feet, six (6) inches; thence South fourteen (14) rods; thence East twenty-two (22) rods, fourteen (14) feet six (6) inches; thence North fourteen (14) rods to the place of beginning, Noble County, Indiana.

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PRELIMINARY TITLE

CHAIN OF TITLE

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

Property: S 1100 E, Wolcottville, IN 46795

Emmett E. Lovett and Martha J. Lovett to Emmett E. Lovett and Martha J. Lovett, Trustees of Emmett E. Lovett Primary Trust Agreement dated November 10, 1993, and Martha J. Lovett and Emmett E. Lovett, Trustees of Martha J. Lovett Primary Trust Agreement dated November 10, 1993 by deed dated 10/04/1994 and recorded on 11/02/1994 as Instrument Number 94-11-50 in the Official Records of the Lagrange County Recorder. (Parcels 1-4)

Property: 11648 N 1100 E, Kendallville, IN 46755

Emmett E. Lovett and Martha J. Lovett, husband and wife to Lovett Farms, Inc. by deed dated 01/10/1992 and recorded on 04/20/1992 in Book 236 at Page 187 in the Official Records of the Lagrange County Recorder. (Parcels 6-11)

Emmett E. Lovett and Martha J. Lovett to Emmett E. Lovett and Martha J. Lovett, Trustees of Emmett E. Lovett Primary Trust Agreement dated November 10, 1993, and Martha J. Lovett and Emmett E. Lovett, Trustees of Martha J. Lovett Primary Trust Agreement dated November 10, 1993 by deed dated 10/04/1994 and recorded on 11/02/1994 as Instrument Number 9411070 in the Official Records of the Lagrange County Recorder. (Parcel 5)

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PROPERTY PHOTOS

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Noble and LaGrange Counties, Indiana

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