

Monday, November 20th • 6:00 PM EST

Johnson Township • LaGrange County, IN

59.5±
Acres
OFFERED IN 6 TRACTS

**INFORMATION
BOOKLET**

Prime Farm Land
AUCTION

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.

Sellers: David and Debra Grossman and Gary and Marilyn LLC

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

AC63001504, AU08701553



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 (Subject to "Swing" Tract Limitations) and as a total 59.5± 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 targeted closing date will be approximately 30 days after the auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Real estate taxes will be

prorated at the Closing and the responsibility of the Buyer(s) and thereafter.

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

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

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

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

agents of the Seller.

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

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

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION & AERIAL TRACT MAPS**
- **SOIL INFORMATION (Soils, Topo Contours Maps)**
- **FSA INFORMATION**
- **PRELIMINARY TITLE**
- **PHOTOS**

For Information Call Auction Manager: Robert Mishler, 260-336-9750



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

MONDAY, NOVEMBER 20, 2023
59.5± ACRES – LAGRANGE, 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 13, 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
59.5± Acres • LaGrange County, Indiana
Monday, November 20, 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, November 20, 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 13, 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.

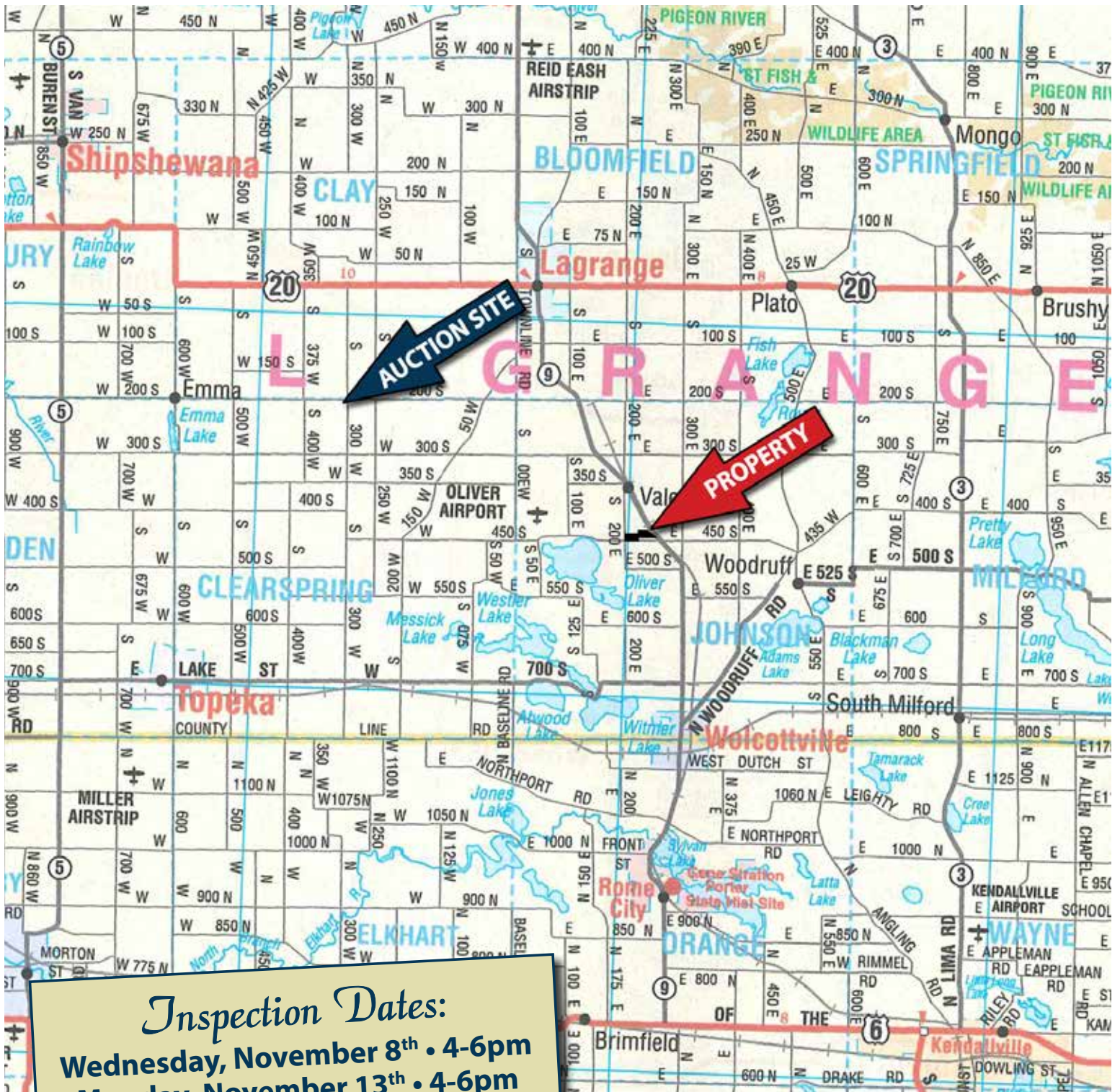
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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



PROPERTY LOCATION: 4455 S 200 E LaGrange, IN 46761. Located south of LaGrange, Indiana 3 ½ miles on SR 9 to CR 200E then south 2 miles to the farm.

AUCTION LOCATION: Clear Spring Produce Auction, 2050 S. 300 W., LaGrange, IN 46761.

AERIAL MAP



TRACT DESCRIPTIONS:

TRACT 1: 12± ACRES with 950' frontage on CR 200 E and 550' on CR 450 S. Mostly Conover Loam soil.

TRACT 2: 12± ACRES with 550' frontage on CR 450 S. Mostly Conover Loam soils.

TRACT 3: 12± ACRES with 225' frontage on CR 450 S. Soils are mostly Conover Loam with some Rensselaer and Wawasee

TRACT 4: 10± ACRES mostly tillable with a pocket of woods on the east end with 610' of frontage on SR 9. Conover, Rensselaer and Wawasee soils.

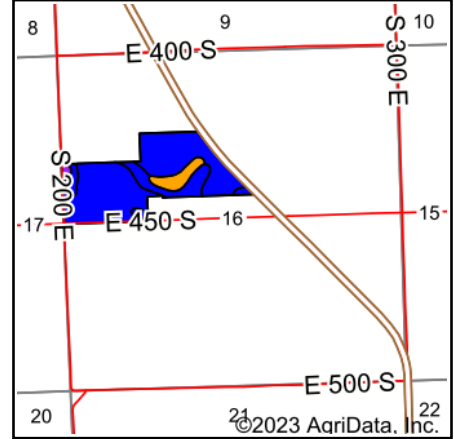
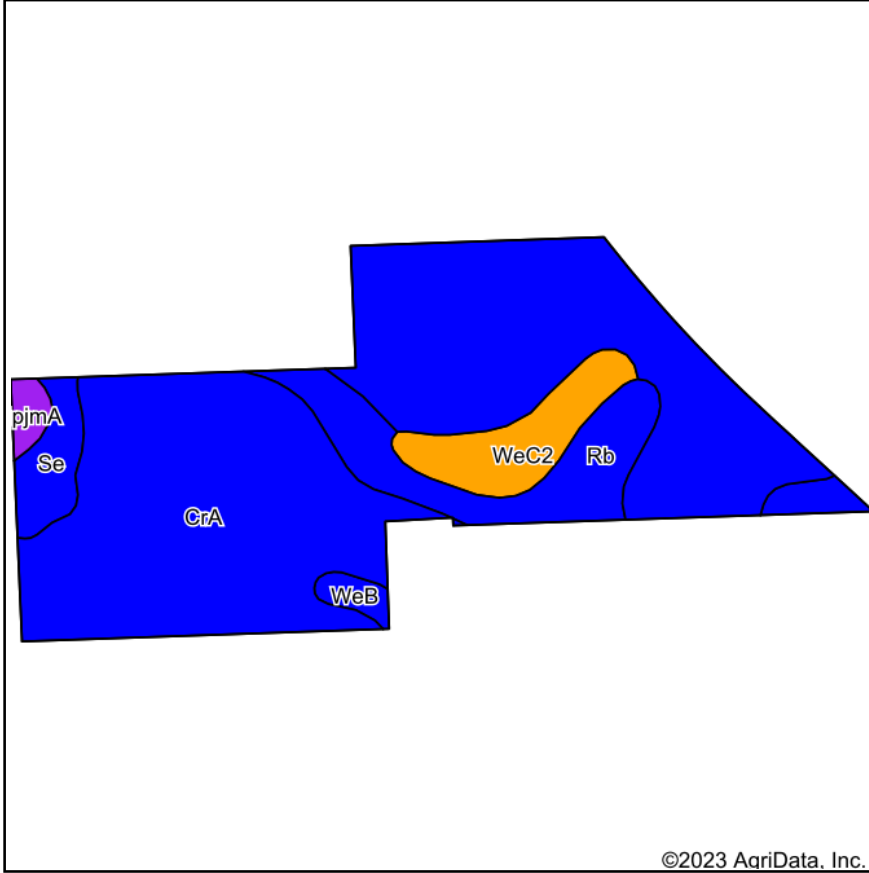
TRACT 5: 10± ACRES all tillable with 780' of frontage on SR 9. Mostly Conover soils.

TRACT 6: "SWING TRACT" - 3.5± ACRES woods with hardwood and recreational. Must be bought in a combination of tracts or by adjoining land owner. *(Subject to Swing Tract Limitations)*



SOIL INFORMATION

SOIL MAP



State: **Indiana**
 County: **LaGrange**
 Location: **16-36N-10E**
 Township: **Johnson**
 Acres: **59.52**
 Date: **10/19/2023**



Soils data provided by USDA and NRCS.

Area Symbol: IN087, Soil Area Version: 26

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Corn silage Tons	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
CrA	Conover loam, 0 to 3 percent slopes	44.32	74.5%		Ilw	144	20	5	10	46	65
Rb	Rensselaer loam, 0 to 1 percent slopes	7.39	12.4%		Ilw	167		6	11	49	68
WeC2	Wawasee fine sandy loam, 6 to 12 percent slopes, eroded	4.15	7.0%		Ille	130		4	9	46	52
Se	Sebewa loam, drained, 0 to 1 percent slopes	2.19	3.7%		Ilw	133		4	9	37	65
WeB	Wawasee fine sandy loam, 2 to 6 percent slopes	0.74	1.2%		Ile	145		5	9	51	58
HpjmA	Houghton muck, disintegration moraine, 0 to 2 percent slopes	0.73	1.2%		Vw						
Weighted Average					2.11	143.7	14.9	5	9.9	45.5	63.6

Soils data provided by USDA and NRCS.

TOPO CONTOURS MAP



©2023 AgriData, Inc.



Source: USGS 10 meter dem

Interval(ft): 3.0

Min: 932.7

Max: 963.2

Range: 30.5

Average: 949.6

Standard Deviation: 6.99 ft



10/19/2023

16-36N-10E
LaGrange County
Indiana

Boundary Center: 41° 34' 43.23, -85° 22' 51.75

Maps Provided By:



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FSA INFORMATION

FSA INFORMATION

INDIANA
LAGRANGE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 6207
Prepared : 11/8/23 2:24 PM CST
Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : MATT GROSSMAN
CRP Contract Number(s) : None
Recon ID : 18-087-2020-20
Transferred From : None
ARCPLC G/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
120.40	117.04	117.04	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	117.04	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	102.40	0.00	134	
Soybeans	13.40	0.00	37	
TOTAL	115.80	0.00		

NOTES

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Tract Number : 4873

Description : H8/1A, SEC 16, JOHNSON TWP
FSA Physical Location : INDIANA/LAGRANGE
ANSI Physical Location : INDIANA/LAGRANGE
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : MRS MARILYNN GROSSMAN
Other Producers : RACHEL K MAGINN
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
120.40	117.04	117.04	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
LAGRANGE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6207
Prepared : 11/8/23 2:24 PM CST
Crop Year : 2024

Tract 4873 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	117.04	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	102.40	0.00	134
Soybeans	13.40	0.00	37

TOTAL **115.80** **0.00**

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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 6207 Tract 4873
 Administered by: LaGrange County, Indiana
 OP: GROSSMAN, MATT
 OW: GROSSMAN, MARIYNN
 Source: Primarily USDA NAIP 2022 Imagery; IDHS or Dynamap roads; FSA data 2023-03-24 09:37:22

2023 Certification map prepared on: 3/24/2023
 120.4 Tract acres
 117.04 Cropland acres
 0 CRP acres

Wetland Determination Identifiers:
 Restricted Use **TRS: 36N10E16**
 Limited Restrictions **LaGrange**
 Exempt from Conservation Compliance Provisions

CLU	Acres	HEL	LC	Contract	Prac	Yr	Cl
1	53.78	N	2				Y
2	63.26	N	2				Y

Crops are non-irrigated, intended use is grain, and types are YEL (corn), COM (soybeans), and SRW (wheat) unless noted.

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.

PRELIMINARY TITLE

PRELIMINARY TITLE

American Land Title Association

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

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

Issuing Agent: Lakeland Title Company
Issuing Office File Number: 231008
Property Address: SR 9 Wolcottville, IN 46795

SCHEDULE A

1. Commitment Date: **October 24, 2023**, at **8:00 am**
2. Policy to be Issued:
 - (a) ALTA® 2021 Owner's Policy
Proposed Insured: **Purchaser with Contractual rights under a purchase agreement with the vested owner identified at Item 4 below**

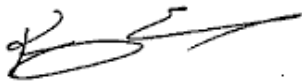
Proposed Policy Amount: **\$1.00**
The estate or interest to be insured: **Fee Simple**
 - (b) ALTA® 2021 Loan Policy
Proposed Insured: **TBD**

Proposed Policy Amount: **\$1.00**
The estate or interest to be insured: **Fee Simple**
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 **Gary & Marilyn, LLC**

and, as disclosed in the Public Records, has been since **May 3, 2011**
5. The Land is described as follows:
SEE ATTACHED EXHIBIT "A"

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

By: _____



Authorized Signatory

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; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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PRELIMINARY TITLE

American Land Title Association

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

File No.: **231008**

EXHIBIT A

The Land is described as follows:

Situated in LaGrange County, State of Indiana, to-wit:

All that part of the Northwest Quarter of Section 16, Township 36 North, Range 10 East, lying West of the Right of Way of the Grand Rapids and Indiana Railroad.

EXCEPTING THEREFROM: Part of the Northwest Quarter and part of the Southwest Quarter of the Northeast Quarter of Section 16, Township 36 North, Range 10 East, LaGrange County, Indiana, more fully described as follows: Commencing at the West Quarter corner of said Section 16; thence South 89 degrees 54 minutes East on the Quarter Section line 1327.74 feet from the place of beginning; thence North 388.59 feet; thence North 88 degrees 52 minutes 30 seconds East, 244.70 feet; thence South 28.80 feet; thence South 89 degrees 54 minutes East, 1557.62 feet to the West right of way of the Grand Rapids and Indiana Railroad; thence South 43 degrees 02 minutes 59 seconds East along the right of way of said railroad 500.32 feet to the Quarter Section line; thence North 89 degrees 54 minutes West on the Quarter Section line 2143.81 feet to the place of beginning.

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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.

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; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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 provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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 recorded in the public records.
3. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
4. Easements or claims of easements not recorded in the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes for 2022 due 2023 in the name of Gary & Marilyn, LLC,
each installment \$809.14 1st installment PAID 2nd installment PAID
Parcel # 44-10-16-100-002.000-010
Assessed Valuation: Land: \$177,500 Improvements: \$0 Exemptions: \$0
7. The tax status is subject to change, therefore, we cannot guarantee the accuracy of the taxes as reported.
8. Taxes or special assessments which are not shown as existing liens by the public records.
9. Taxes for the year 2023 are a lien, due in 2024, but are not yet due and payable.
10. Added improvements in place as of January 1, 2023 are subject to assessment which could increase the tax amounts due in 2024, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. 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.
13. 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 land.
14. Oil and Gas Lease dated July 30, 1992 between Lawrence M. Grossman and LaVada Grossman, husband and wife, Gary O. Grossman and Marilyn Grossman, husband and wife (lessor) and Baltic Energy Corp. (lessee), recorded January 12, 1993 as Instrument No. 93-1-220. Assigned to Deka Exploration, Inc. by written assignment dated September 15, 1995 recorded June 24, 1997 as Instrument No. 97-6-480.
15. Rights of the public, State of Indiana, County of LaGrange and the municipality in and to that part of the premises taken or used for road purposes.
16. Rights of way for drainage tiles, feeders and laterals, if any.

PRELIMINARY TITLE

NOTE: 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.

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.

PHOTOS

PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



PHOTOS



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