

3 Miles west of SR 3
on E 200 S, between
S 825 E and S 700 E

Picturesque Noble County, Swan Township, IN **LAND AUCTION**



90.8± *acres*

OFFERED IN
5 TRACTS
OR COMBINATIONS

HOUSE

BARN

POND

LAND

POTENTIAL
BUILDING
SITES



INFORMATION *Booklet*



Monday, January 15 • 6pm

held at the St. Mary Catholic School, Avilla, IN • Online Bidding Available

866.340.0445 • SchraderFortWayne.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.



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

Follow us and download our Schrader iOS app



AUCTION TERMS AND CONDITIONS:

PROCEDURE: The property will be offered in FIVE (5) individual tracts, any combination of tracts and as a total 90.8+/- 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. The property will be bid in a manner resulting in the highest total sale price.

DOWN PAYMENT: 10% down payment at close of the 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. The terms of this agreement and any addendum are non-negotiable.

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).

CONSERVATION RESERVE PROGRAM CONTRACT: The property is enrolled in a Conservation Reserve Program ("CRP") through 9-30-32. The annual contract payment is \$6,864, which consists of 45.30 acres. It is the Buyer(s) responsibility to maintain Contract #11216 through the Noble County Farm Service Agency, 100 East Park Drive, Albion, IN 46701-1437. The Buyer(s) will receive the 2024 CRP payment(s). The Buyer(s) will pay all penalties should any or all this property be taken out of the CRP program prior to its expiration.

DEED RESTRICTIONS: The following deed restrictions shall apply if the property sells in multiple tracts: All homes must be built to the Indiana 1 & 2 Family Dwelling Code. (This would exclude all mobile homes and typical doublewide modular homes).

PERIMETER DRAIN TILE EASEMENT: Easement access will be provided over tracts in this property for perimeter drain tile outlets if perimeter drain tile outlets beyond each individual tract are required by the Noble County Health Department.

CLOSING: The balance of the real estate purchase price is due at closing, which is targeted to take place on or before February 29, 2024.

POSSESSION: Buyer(s) shall receive possession at closing on Tracts #2, #3, #4 and #5, which all contain "land only". Buyer(s) shall receive possession on July 15, 2024, or any agreeable alternate date on Tract #1, which contains the house and barn. The seller will pay all utility bills and maintain hazard insurance on the house and barn "only", during the possession period.

REAL ESTATE TAXES: Real estate taxes will be prorated to the date of closing.

DITCH ASSESSMENTS: Buyer shall pay all ditch assessments due after closing.

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.

TRACT MAP(S) AND ACREAGE: All tract map(s), tract acreage, dimensions and proposed boundaries are approximate and have been estimated based on current legal descriptions and/or aerial photos. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.

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.

SWING TRACT REQUIREMENT: Per Noble County Plan Commission @ (260) 636-7217, located at 109 N. York Street, Albion, IN 46701. If an adjoining landowner is the successful bidder on Tract 2 "Swing

Tract", the adjoining landowner MUST survey their existing land parcel and include ALL of Tract 2 "Swing Tract" in with their existing land parcel, thus, creating a NEW legal description prior to closing. All costs associated with this requirement, including any additional survey work, shall be a 100% responsibility of adjoining landowner.

EASEMENTS: All real estate is being sold subject to any existing recorded easements.

AGENCY: Schrader Real Estate and Auction of Fort Wayne, LLC 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.

Auction Manager:
Steven C. Coil
260.446.2037

866.340.0445

SchraderFortWayne.com



BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Soils Map & Productivity Information

Topography Map

Survey

FSA Information

County Tax Information

Residential Sales Disclosure

Preliminary Title

Property Photos

BIDDER PRE-REGISTRATION FORM

MONDAY, JANUARY 15, 2024
90.8± ACRES – AVILLA, 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, January 8, 2024.
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
90.8± Acres • Noble County, Indiana
Monday, January 15, 2024

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, January 15, 2024 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, January 8, 2024**. 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

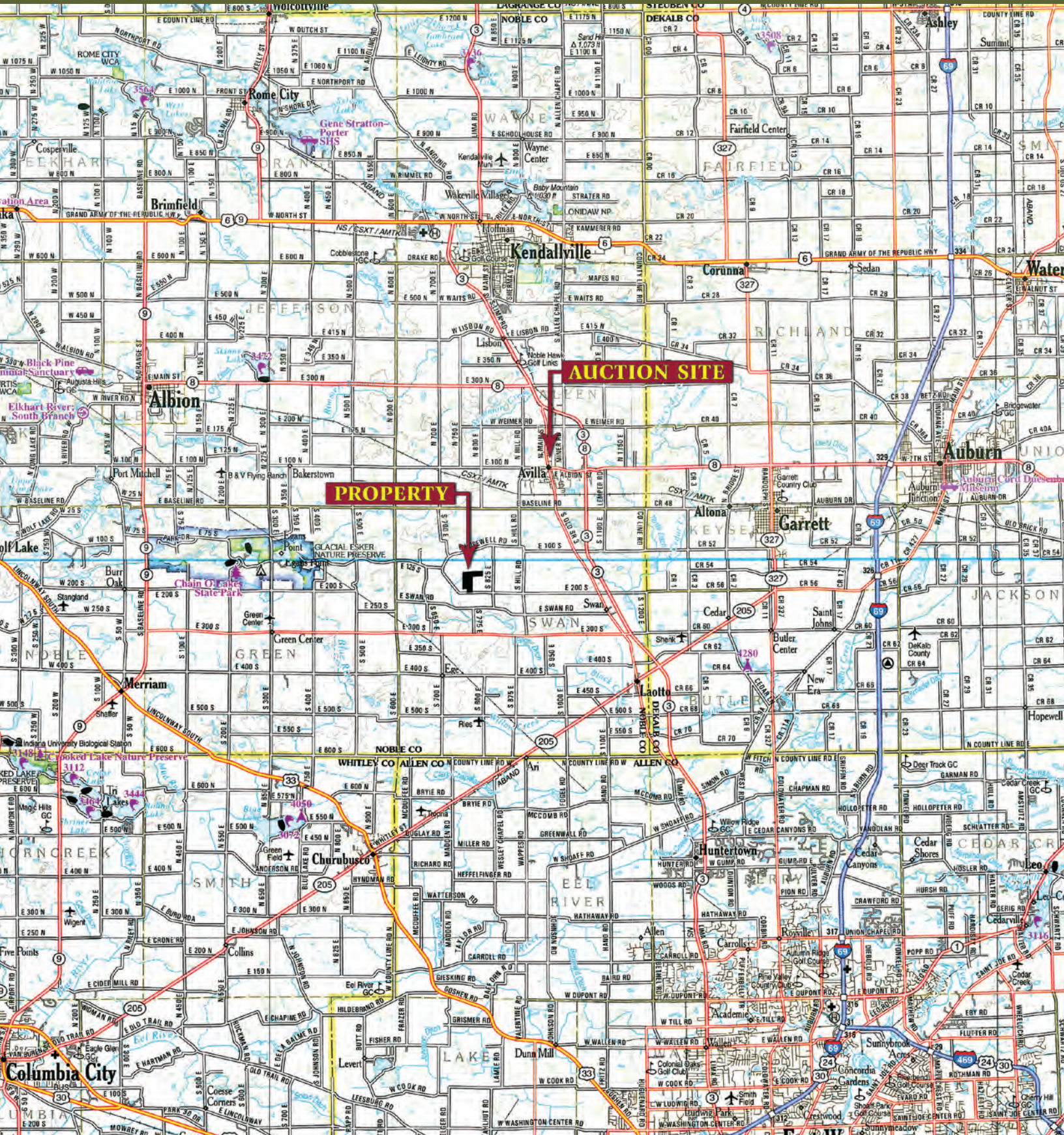


 TIMED ONLINE ONLY

 VIRTUAL

 LIVE WITH ONLINE

LOCATION MAP



AUCTION LOCATION

St. Mary Catholic School, 232 North Main St, Avilla, IN 46710 • Online Bidding Available

PROPERTY LOCATION

7737 East 200 South, Avilla, IN 46710 • 3 Miles west of SR 3 on E 200 S between S 825 E and S 700 E.

TRACT MAP



TRACT MAP



OPEN HOUSE/ Sunday, December 17 from 2-4PM
INSPECTIONS Monday, December 18 from 3-5PM

Meet on Site or call Auction Manager for a private showing.

TRACT DESCRIPTIONS



90.8± *Picturesque* Noble County, Swan Township, IN *acres* LAND AUCTION

OFFERED IN
5 TRACTS
OR COMBINATIONS

**Monday,
January 15
at 6pm**

Genevra B. Dornbush is offering a fabulous opportunity to acquire a large amount of picturesque land in Noble County, IN. This property is 90.8± acres with 65.38± cropland acres, of which 45.30± acres is currently enrolled in CRP (**\$6,864 ANNUAL INCOME until September 30, 2032**) per FSA. This property is located a short distance from Avilla, IN and has good road frontage on 200 South. Whether you are an operator looking to acquire additional acreage, an investor looking to buy additional land or an individual looking to purchase a rural homestead, do not miss this opportunity to bid on a fabulous property in Noble County!



TRACT 1: House, Barn and 22± Acres! With 150± feet of road frontage on E 200 S, this tract includes a 2,700± sq. ft. Dutch Colonial Style 1-1/2 story, 3 bedroom, 2-1/2 bath house on a partially finished 1,620± sq. ft. basement. The house is all electric with geothermal heating and air conditioning, septic system, well and a whole house vacuum system for convenience. Also included is a 1,092± sq. ft. barn for all your toys and 8.42± acres of CRP land! All the structures were built in 1996/1997. Combine Tracts 1 & 2 for 40.8± acres with CRP income and a picturesque setting in Noble County!

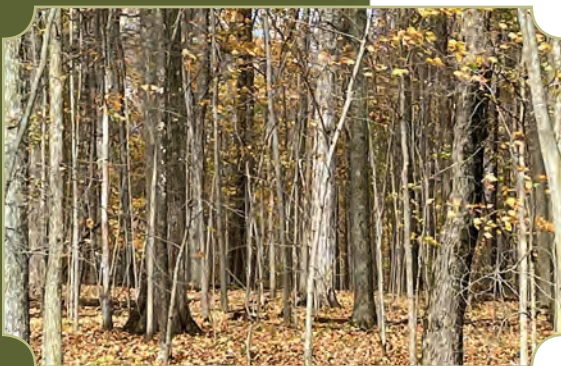


TRACT 2 "SWING TRACT": 18.80± Acres! This tract has no road frontage and can only be bid on in combination with another tract or by an adjoining landowner*. This tract includes 6± acres of woods, 7.73 acres of CRP land and has access to a regulated ditch for drainage purposes. The soil is a mix of Pewamo silty clay loam, Morley silty loam and Glynwood silty loam. Combine Tracts 2 & 3 for 48.8± acres with CRP income and the potential for great hunting!

**See additional comments under "Auction Terms & Conditions".*



TRACT 3: 30± Acres and Pond! With road frontage on E 200 S, this tract includes a 3.5± acre pond and has access to a regulated ditch for drainage purposes. The soil is a mix of Glynwood loam, Blount loam and Pewamo silty clay loam. This tract has 14± acres of CRP land, a picturesque setting with a potential building site and the potential for great hunting and fishing opportunities!



TRACT 4: 10± Acres Potential Building Site! With 150± feet of road frontage on E 200 S, this tract contains approximately 6± acres of trees for a potential building site. The soil is mainly Glynwood silt loam and Blount loam, with a touch of Morley silt loam and Morley silty clay loam. Imagine the endless possibilities for recreational enjoyment if Tracts 3 & 4 are combined for 40± acres!

TRACT 5: 10± Acres Potential Building Site! With 150± feet of road frontage on E 200 S, this tract contains approximately 6± acres of trees for a potential building site. The soil is mainly Glynwood silt loam and Blount loam, with a touch of Morley silt loam. Imagine the picturesque setting for a dream home if Tracts 4 & 5 are combined for 20± acres!

SELLER: Genevra B. Dornbush

SOILS MAP

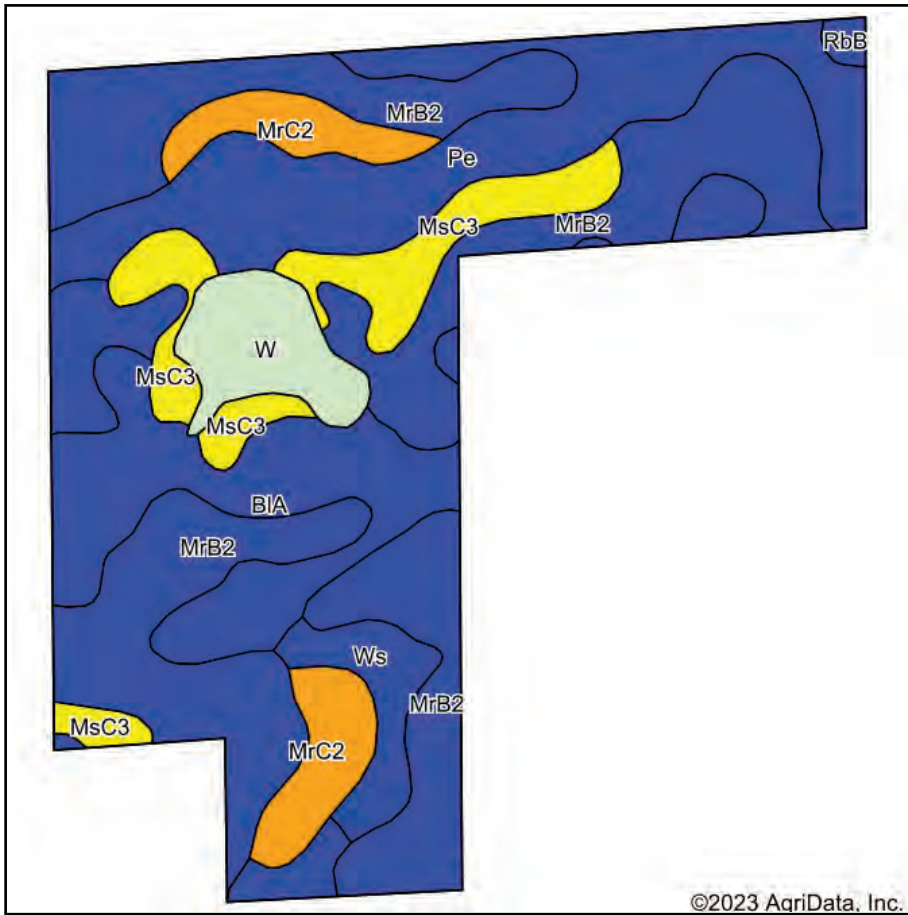


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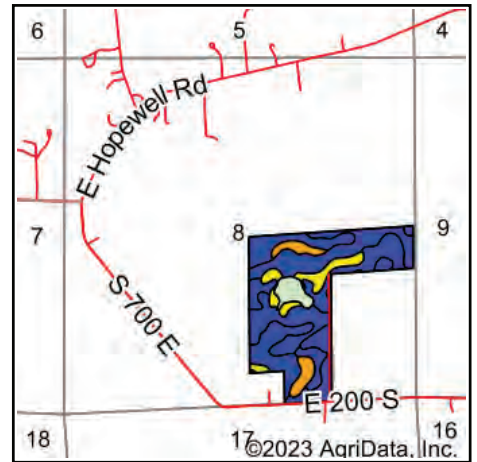
VIRTUAL

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SOILS MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Noble**
 Location: **8-33N-11E**
 Township: **Swan**
 Acres: **89.47**
 Date: **9/26/2023**

 **SCHRADER**
 Real Estate and Auction Company, Inc.

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



Area Symbol: IN113, Soil Area Version: 28

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	Oats Bu	Pasture AUM	Soybeans Bu	Winter wheat Bu
MrB2	Glynwood silt loam, 2 to 6 percent slopes, eroded	37.44	41.8%		Ille	128	1	4	8	5		44	57
Pe	Pewamo silty clay loam, 0 to 1 percent slopes	17.43	19.5%		Ilw	157		5	11			47	64
BIA	Blount loam, interlobate moraines, 0 to 2 percent slopes	13.32	14.9%		Ilw	142	17	5			9	52	56
MsC3	Morley silty clay loam, 6 to 12 percent slopes, severely eroded	7.77	8.7%		Ive	105	15	4	7			37	47
MrC2	Morley silt loam, 6 to 12 percent slopes, eroded	5.61	6.3%		Ille	118	16	4	8			41	53
W	Water	4.35	4.9%										
Ws	Washtenaw silt loam	3.14	3.5%		Ilw	170	22	6			11	51	68
RbB	Rawson loam, 2 to 6 percent slopes	0.41	0.5%		Ille	143	20	5			10	50	65
Weighted Average					*-	128.4	6.1	4.2	6.6	2.1	1.8	43.1	54.7

*- Non Irr Class weighted average cannot be calculated on the current soils data due to missing data.

Soils data provided by USDA and NRCS.

TOPOGRAPHY MAP

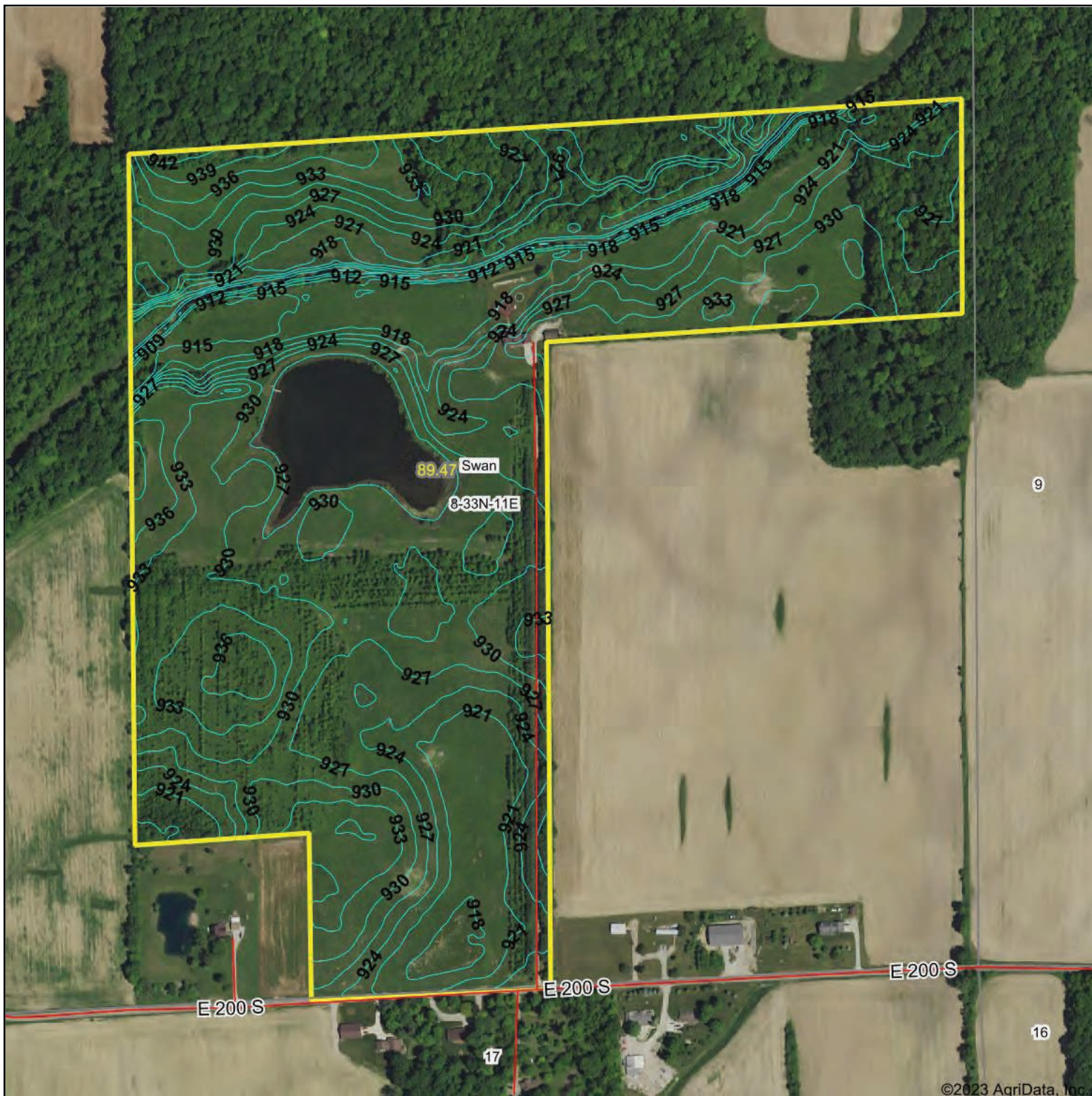


TIMED ONLINE ONLY

VIRTUAL

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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): 3.0
Min: 904.7
Max: 945.7
Range: 41.0
Average: 926.2
Standard Deviation: 6.14 ft

0ft 476ft 953ft



9/26/2023


8-33N-11E
Noble County
Indiana

Boundary Center: 41° 19' 31.77, -85° 16' 25.55

SURVEY



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SURVEY

CERTIFICATE OF SURVEY

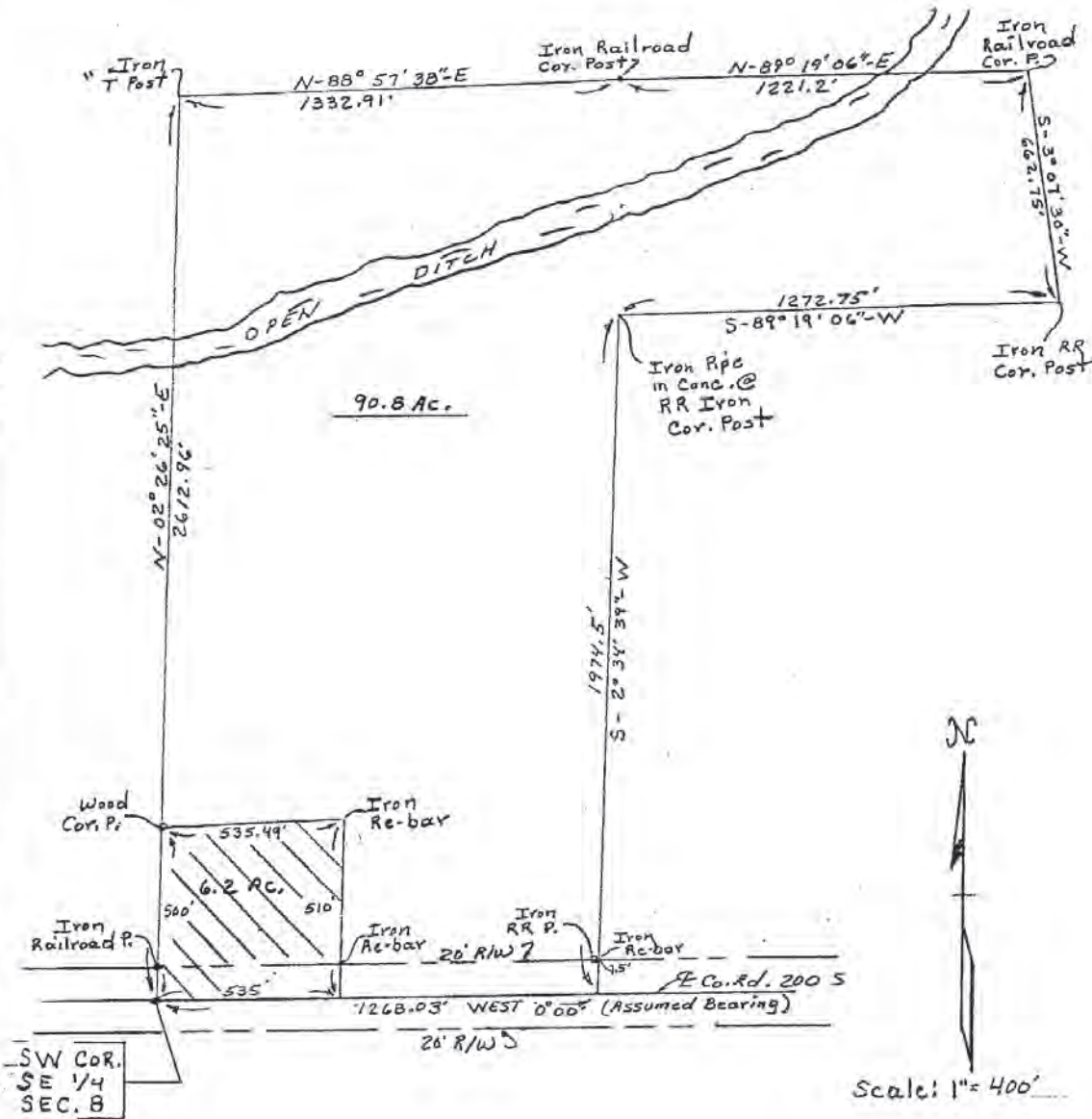


RONALD M. RENKENBERGER
PHONE 693-6237



Laotto, IN 46763

N. R. # 100-84
450.5 S 700 E



Scale: 1" = 400'

SURVEYOR'S REPORT:
Deed from Record Book 229, Page 139
Type of Survey Original
Class of Survey "D", T. U. $\pm 1.0'$

NOTE: Indiana Administrative Code 864 requires that a copy of this survey be recorded with the County Recorder.

I, Ronald M. Renkenberger, hereby certify that I am a Land Surveyor licensed in compliance with the Laws of the State of Indiana; that this plat and description correctly represents a survey completed by me on Oct. 8, 1991 and all markers shown thereon actually exist, and that their locations are to the best of my knowledge accurately shown.

Ronald M. Renkenberger
Ronald M. Renkenberger, Indiana Reg. # 50 237



FSA INFORMATION



FSA INFORMATION

USDA Farm 4055 Tract 12288
 Administered by: Noble County, Indiana

Map prepared on: 3/27/2023
 88.58 Tract acres
 65.38 Cropland acres
 45.3 CRP acres

CRP
 CLU

Wetland Determination Identifiers:

- Restricted Use **TRS: 33N11E8**
- ▼ Limited Restrictions **Noble**
- 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	7.73	H	11216 38E-232
4	12.9	H	
6	8.42	H	11216 38E-232
10	0.08	H	
12	2.1	H	
13	2.5	H	
14	1.9	H	
15	0.6	H	
16	9.31	H	11216 38E-232
17	5.65	H	11216 38E-232
18	1.59	H	11216 38E-232
19	6.4	H	11216 38E-232
20	5.2	H	11216 38E-232
21	1.0	H	11216 38E-232



This CRP is due for mid-mgmt in 2023, 2026, 2028, & 2029





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

This form is available electronically.

Page 1 of 2

CRP-1 (10-22-15) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO CODE & ADMIN. LOCATION 18 113 2. SIGN-UP NUMBER 50 3. CONTRACT NUMBER 11216 4. ACRES FOR ENROLLMENT 45.30																					
7A. COUNTY OFFICE ADDRESS (Include Zip Code) NOBLE COUNTY FARM SERVICE AGENCY 100 E. PARK DRIVE ALBION, IN 46701-1437		5. FARM NUMBER 0004055 6. TRACT NUMBER(S) 0012288 8. OFFER (Select one) GENERAL <input type="checkbox"/> ENVIRONMENTAL PRIORITY <input checked="" type="checkbox"/>																					
7B. TELEPHONE NUMBER (Include Area Code): (260) 636-7682		9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 10/01/2017 TO: (MM-DD-YYYY) 9/30/2032																					
THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.																							
10A. Rental Rate Per Acre \$ 151.52 <i>8/16/17</i>																							
10B. Annual Contract Payment \$ 6,864																							
10C. First Year Payment \$																							
(Item 10C applicable only to continuous signup when the first year payment is prorated.)																							
11. Identification of CRP Land (See Page 2 for additional space)																							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>A. Tract No.</th> <th>B. Field No.</th> <th>C. Practice No.</th> <th>D. Acres</th> <th>E. Total Estimated Cost-Share</th> </tr> </thead> <tbody> <tr> <td>0012288</td> <td>0001</td> <td>CP38E-2</td> <td>7.73</td> <td>1,160</td> </tr> <tr> <td>0012288</td> <td>0006</td> <td>CP38E-2</td> <td>8.42</td> <td>1,263</td> </tr> <tr> <td>0012288</td> <td>0016</td> <td>CP38E-2</td> <td>9.31</td> <td>1,397</td> </tr> </tbody> </table>				A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share	0012288	0001	CP38E-2	7.73	1,160	0012288	0006	CP38E-2	8.42	1,263	0012288	0016	CP38E-2	9.31	1,397
A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share																			
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0012288	0006	CP38E-2	8.42	1,263																			
0012288	0016	CP38E-2	9.31	1,397																			
12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)																							
A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): GENEVRA B DORNBUSH 7737 E 200 S AVILLA, IN 46710-9761		(2) SHARE 100.00%	(3) SIGNATURE 	(4) DATE (MM-DD-YYYY) 8-16-17																			
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):		(2) SHARE %	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)																			
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):		(2) SHARE %	(3) SIGNATURE	(4) DATE (MM-DD-YYYY)																			
13. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE 		B. DATE (MM-DD-YYYY) 11/29/2017																			
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program. This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.																							

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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

Original - County Office Copy

Owner's Copy

Operator's Copy

FSA INFORMATION

NOBLE
Form: FSA-156EZ



Prepared: 11/1/23 9:30 AM CST
Crop Year: 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : GENEVRA B DORNBUSH
CRP Contract Number(s) : 11216
Recon ID : None
Transferred From : None
ARCPLC G/WF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
88.58	65.38	65.38	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	20.08	0.00		45.30	0.00	0.00	0.00	

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	WHEAT

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	1.70	0.00	35	
TOTAL	1.70	0.00		

NOTES

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Tract Number : 12288

Description : SEC 8, SWAN TWP.
FSA Physical Location : INDIANA/NOBLE
ANSI Physical Location : INDIANA/NOBLE
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : GENEVRA B DORNBUSH
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
88.58	65.38	65.38	0.00	0.00	0.00	0.00	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	20.08	0.00	45.30	0.00	0.00	0.00

FSA INFORMATION

NOBLE

Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM: 7000

Prepared: 11/1/23 9:30 AM CST

Crop Year: 2024

Tract 12288 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	1.70	0.00	35
TOTAL	1.70	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.

COUNTY TAX INFORMATION



 TIMED ONLINE ONLY

 VIRTUAL

 LIVE WITH ONLINE

COUNTY TAX INFORMATION

Noble County, IN

Summary (Auditor)

Parcel ID 57-21-08-200-006.000-017
Bill ID 021-100995-00
Reference # 572108200006000017
Property Address 7737 E 200 S
Avilla, IN, 46710
Brief Legal Description W1/2 & Pt Ne1/4 Se1/4 Sec 8 90.8a
(Note: Not to be used on legal documents)
Class AGRICULTURAL - CASH GRAIN/GENERAL FARM
Tax District 57017 Swan Twp
Tax Rate Code 21065 - Adv Tax Rate
Property Type 65 - Agricultural
Mortgage Co N/A
Last Change Date

Tax Rate

1.1787

Ownership (Auditor)

Deeded Owner
Dornbush Robert A Sr & Genevra B
7737 E 200 S
Avilla, IN 46710

Taxing District (Assessor)

County: Noble
Township: SWAN TOWNSHIP
State District: 57017 SWAN TOWNSHIP
Local District: 57021
School Corp: EAST NOBLE
Neighborhood: 1750100 Swan Twp Base Area

Site Description (Assessor)

Topography: Flat
Public Utilities: Electricity
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 90.8

Transfer History (Assessor)

For current transfer history, see Transfer History (Auditor) below.

Date	New Owner	Doc ID	Book/Page	Sale Price
	DORNBUSH ROBERT A SR GENEVA			\$0.00

Contact the Auditor's Office for correct transfer dates.

Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
11/5/1993	Fox Gerald O & Dolores H		931	1212	

Contact the Auditor's Office for correct transfer dates.

Valuation

Assessment Year	2023	2022	2021	2020	2019
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT
As Of Date	4/7/2023	4/15/2022	4/14/2021	4/9/2020	4/12/2019
Land	\$134,600	\$114,600	\$105,600	\$99,900	\$104,400
Land Res (1)	\$28,900	\$27,300	\$27,300	\$22,000	\$21,900
Land Non Res (2)	\$81,300	\$64,200	\$55,200	\$54,800	\$66,800
Land Non Res (3)	\$24,400	\$23,100	\$23,100	\$23,100	\$15,700
Improvement	\$339,200	\$336,100	\$294,400	\$256,000	\$246,500
Imp Res (1)	\$319,800	\$316,300	\$276,500	\$238,100	\$225,800
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$19,400	\$19,800	\$17,900	\$17,900	\$20,700
Total	\$473,800	\$450,700	\$400,000	\$355,900	\$350,900
Total Res (1)	\$348,700	\$343,600	\$303,800	\$260,100	\$247,700
Total Non Res (2)	\$81,300	\$64,200	\$55,200	\$54,800	\$66,800
Total Non Res (3)	\$43,800	\$42,900	\$41,000	\$41,000	\$36,400

COUNTY TAX INFORMATION

Exemptions

Type	Description	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Other	Fut. Geothermal	\$11,100.00	\$11,100.00	\$11,100.00	\$11,100.00	\$11,100.00
Homestead	STD_EX	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplement STD	\$104,510.00	\$90,580.00	\$75,285.00	\$70,945.00	\$67,725.00

Homestead Allocations

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$114,600.00	\$105,600.00	\$99,900.00	\$104,400.00	\$105,700.00
Res Land	\$27,300.00	\$27,300.00	\$22,000.00	\$21,900.00	\$21,000.00
Improve	\$336,100.00	\$294,400.00	\$256,000.00	\$246,500.00	\$235,400.00
Res Improve	\$316,300.00	\$276,500.00	\$238,100.00	\$225,800.00	\$217,500.00

Tax History

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$1,546.20	\$1,442.22	\$1,356.55	\$1,431.38	\$1,418.08
+ 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	\$1,546.20	\$1,442.22	\$1,356.55	\$1,431.38	\$1,418.08
+ 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	\$542.98	\$542.98	\$454.00	\$542.98	\$542.98
	Bilger - \$454.00 Frank Yarde - Dk - \$88.98	Bilger - \$454.00 Frank Yarde - Dk - \$88.98	Bilger - \$454.00	Bilger - \$454.00 Frank Yarde - Dk - \$88.98	Bilger - \$454.00 Frank Yarde - Dk - \$88.98
+ 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	\$3,635.38	\$3,427.42	\$3,167.10	\$3,405.74	\$3,379.14
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$3,635.38)	(\$3,427.42)	(\$3,167.10)	(\$3,405.74)	(\$3,379.14)
= 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	2043754	11/13/2023	7635 G Dornbush	\$1,817.69
2022 Pay 2023	2001409	4/25/2023	4/25/23 B 9 W/OE	\$1,817.69
2021 Pay 2022	1981887	11/3/2022	6836 G Dornbush	\$1,713.71
2021 Pay 2022	1945236	4/14/2022	4/13/22 B 14 W/OE	\$1,713.71
2020 Pay 2021	1936069	11/9/2021	7614 GDornbush	\$1,583.55
2020 Pay 2021	1891753	4/23/2021	LB B 10 4/22/21 W/OE	\$1,583.55
2019 Pay 2020	1869743	10/16/2020	6573 G Dornbush	\$1,702.87
2019 Pay 2020	1836212	4/21/2020	LB 4/21/20 B4 W/OE	\$1,702.87
2018 Pay 2019	1819396	10/31/2019	LB 10/31/19 B2 W/OE	\$1,689.57
2018 Pay 2019	1781002	4/18/2019	LB 4/17/19 B2 W/OE	\$1,689.56
2018 Pay 2019	1777542	12/31/2018	#62413 SURPLUS	\$0.01
2017 Pay 2018	1770377	11/9/2018	7607 GDornbush	\$3,450.08

COUNTY TAX INFORMATION

Year	Receipt #	Transaction Date	Description	Amount
2017 Pay 2018	1735418	4/27/2018	LB 4/27/18 B2 W/OE	\$3,450.07
2016 Pay 2017	1708373	11/2/2017	lb 11/2/17 b2 w/oe	\$1,726.37
2016 Pay 2017	1672930	4/26/2017	lb 4/25/17 b 6 w/oe	\$1,726.37
2015 Pay 2016	1653365	11/3/2016	lb 11/2/16 b3 w/oe	\$1,899.75
2015 Pay 2016	1614169	4/19/2016	LB4/19/16 B4 W/OE	\$1,899.75
2014 Pay 2015	1592212	10/15/2015	M W/E 7499 R DORNBUS	\$1,811.96
2014 Pay 2015	1558660	4/20/2015	lb 4/20/15 b14 w/e	\$1,811.96
2013 Pay 2014	1537399	10/31/2014	lb10/30/14b2 w/e	\$1,703.22
2013 Pay 2014	1503513	4/14/2014	lb 4/11/14 b3 w/e	\$1,703.22

Tax Estimator

[Link to DLGF Tax Estimator](#)

Special Assessments

Bilger

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018
Spring Tax	\$227.00	\$227.00	\$227.00	\$227.00	\$227.00	\$227.00
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	\$227.00	\$227.00	\$227.00	\$227.00	\$227.00	\$227.00
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
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Frank Yarde - Dk

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019	2017 Pay 2018
Spring Tax	\$44.49	\$44.49	\$0.00	\$44.49	\$44.49	\$44.49
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	\$44.49	\$44.49	\$0.00	\$44.49	\$44.49	\$44.49
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
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
9ag		0	0	1.0000	\$28,900.00	\$28,900.00	\$28,900.00	\$0.00	\$28,900.00
FARM POND		0	0	4.6700	\$1,900.00	\$950.00	\$4,436.50	(\$40.00)	\$2,660.00
LEGAL DITCH		0	0	8.7400	\$1,900.00	\$1,900.00	\$16,606.00	(\$100.00)	\$0.00
PUBLIC ROAD/ROW		0	0	.300	\$1,900.00	\$1,900.00	\$570.00	(\$100.00)	\$0.00
AGRICULTURAL EXCESS ACREAGE		0	0	2.6200	\$9,300.00	\$9,300.00	\$24,366.00	\$0.00	\$24,370.00
TILLABLE LAND	BLA	0	0	4.530000	\$1,900.00	\$1,691.00	\$7,660.23	\$0.00	\$7,660.00
WOODLAND	BLA	0	0	8.390000	\$1,900.00	\$1,691.00	\$14,187.49	(\$80.00)	\$2,840.00
WOODLAND	MRB2	0	0	12.890000	\$1,900.00	\$1,463.00	\$18,858.07	(\$80.00)	\$3,770.00
TILLABLE LAND	MRB2	0	0	22.250000	\$1,900.00	\$1,463.00	\$32,551.75	\$0.00	\$32,550.00
NONTILLABLE LAND	MRB2	0	0	0.110000	\$1,900.00	\$1,463.00	\$160.93	(\$60.00)	\$60.00
TILLABLE LAND	MRC2	0	0	5.150000	\$1,900.00	\$1,292.00	\$6,653.80	\$0.00	\$6,650.00
WOODLAND	MRC2	0	0	0.400000	\$1,900.00	\$1,292.00	\$516.80	(\$80.00)	\$100.00
WOODLAND	MSC3	0	0	0.910000	\$1,900.00	\$1,140.00	\$1,037.40	(\$80.00)	\$210.00
TILLABLE LAND	MSC3	0	0	6.010000	\$1,900.00	\$1,140.00	\$6,851.40	\$0.00	\$6,850.00
TILLABLE LAND	PE	0	0	4.230000	\$1,900.00	\$2,109.00	\$8,921.07	\$0.00	\$8,920.00
WOODLAND	PE	0	0	4.720000	\$1,900.00	\$2,109.00	\$9,954.48	(\$80.00)	\$1,990.00
NONTILLABLE LAND	PE	0	0	0.280000	\$1,900.00	\$2,109.00	\$590.52	(\$60.00)	\$240.00
WOODLAND	RBB	0	0	0.430000	\$1,900.00	\$1,862.00	\$800.66	(\$80.00)	\$160.00
TILLABLE LAND	WS	0	0	3.170000	\$1,900.00	\$2,109.00	\$6,685.53	\$0.00	\$6,690.00

COUNTY TAX INFORMATION

Tax Statements (Treasurer)

[2018 Pay 2019 Tax Statement \(PDF\)](#)

[2019 Pay 2020 Tax Statement \(PDF\)](#)

[2020 Pay 2021 Tax Statement \(PDF\)](#)

[2021 Pay 2022 Tax Statement \(PDF\)](#)

[2022 Pay 2023 Tax Statement \(PDF\)](#)

Tax Statements are a duplicate copy of the original mailing

Residential

Description	SINGLE-FAMILY RESIDENCE
Story Height	1.5
Style	
Finished Area	2700
# Fireplaces	1
Heat Type	Geothermal Only
Air Cond	0
Bedrooms	3
Living Rooms:	1
Dining Rooms:	1
Family Rooms:	1
Finished Rooms:	7
Full Baths	2
Full Bath Fixtures	6
Half Baths	1
Half Bath Fixtures	2
Kitchen Sinks	1
Water Heaters	1
Add Fixtures	0

Floor	Construction	Base	Finish
1	Wood Frame	1620	1620
1/2	Wood Frame	1080	1080
A		784	0
B		1620	0

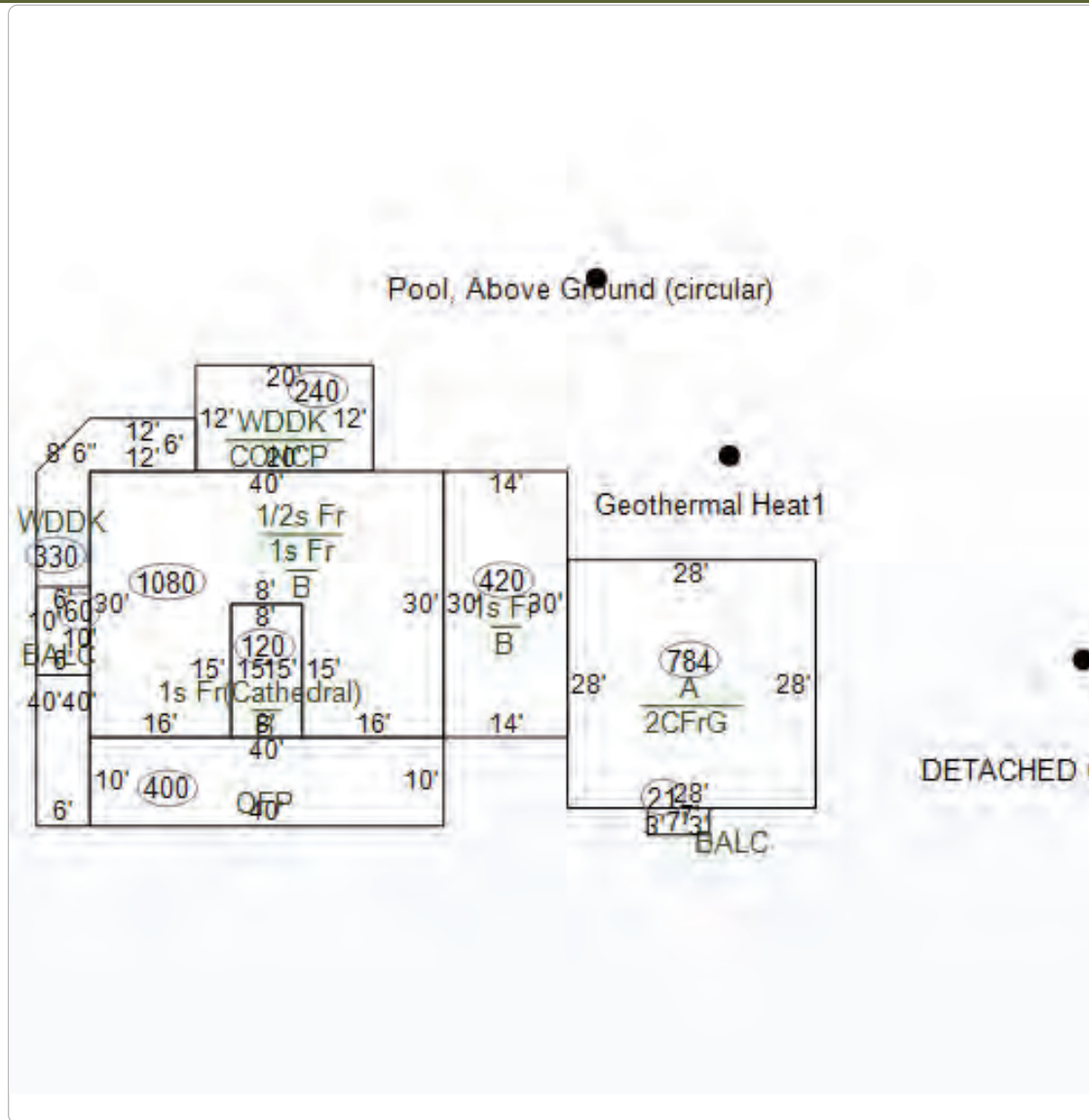
Features	Area
Balcony	21
Balcony	60
Patio, Concrete	240
Porch, Open Frame	400
Wood Deck	240
Wood Deck	330

Improvements

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
SINGLE-FAMILY RESIDENCE	100	C+1	1997	1997	A	0.95	2700	1.7	0
DETACHED GARAGE	100	C	1996	1996	A	0.95	1092	1.7	0
Geothermal Heat1	100	C+1	1997	1997	A	0.95	0	1.7	0
Pool, Above Ground (circular)	100	C	2017	2017	A	0.95	452	1.7	0

Sketches

COUNTY TAX INFORMATION



Sketches Last Updated May 2023.

2023 Property Record Cards

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

2022 Property Record Cards

[57-21-08-200-006.000-017 \(PDF\)](#)

2021 Property Record Cards

[57-21-08-200-006.000-017 \(PDF\)](#)

2020 Property Record Cards

[57-21-08-200-006.000-017 \(PDF\)](#)

COUNTY TAX INFORMATION

Map



No data available for the following modules: Sales, Commercial.

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Contact Us

Developed by
 **Schneider**
GEOSPATIAL

COUNTY TAX INFORMATION

RESIDENTIAL SALES DISCLOSURE



RESIDENTIAL SALES DISCLOSURE



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE State Form 46234 (R6/6-14)

Date (month, day, year)

10-29-23

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

7737 East 200 South, Avilla, IN 46710

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System			✓		Cistern	✓				
Clothes Dryer	✓				Septic Field/Bed			✓		
Clothes Washer	✓				Hot Tub	✓				
Dishwasher			✓		Plumbing			✓		
Disposal	✓				Aerator System	✓				
Freezer	✓				Sump Pump	✓				
Gas Grill	✓				Irrigation Systems	✓				
Hood			✓		Water Heater/Electric			✓		
Microwave Oven	✓				Water Heater/Gas	✓				
Oven			✓		Water Heater/Solar	✓				
Range			✓		Water Purifier	✓				
Refrigerator			✓		Water Softener				✓	
Room Air Conditioner(s)	✓				Well				✓	
Trash Compactor	✓				Septic and Holding Tank/Septic Mound				✓	
TV Antenna/Dish			✓		Geothermal and Heat Pump				✓	
Other:					Other Sewer System (Explain)	✓				
					Swimming Pool & Pool Equipment		✓	NEEFLASHER		
								Yes	No	Do Not Know
					Are the structures connected to a public water system?				✓	
					Are the structures connected to a public sewer system?				✓	
					Are there any additions that may require improvements to the sewage disposal system?				✓	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?				✓	
					Are the improvements connected to a private/community sewer system?				✓	
B. Electrical System	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Air Purifier	✓				Attic Fan	✓				
Burglar Alarm	✓				Central Air Conditioning			✓		
Ceiling Fan(s)			✓		Hot Water Heat			✓		
Garage Door Opener / Controls			✓		Furnace Heat/Gas	✓				
Inside Telephone Wiring and Blocks/Jacks			✓		Furnace Heat/Electric			✓		
Intercom			✓		Solar House-Heating	✓				
Light Fixtures	✓		✓		Woodburning Stove			✓		
Sauna	✓				Fireplace	✓				
Smoke/Fire Alarm(s)			✓		Fireplace Insert			✓	(PROPANE)	
Switches and Outlets			✓		Air Cleaner	✓				
Vent Fan(s)			✓		Humidifier			✓		
60/100/200 Amp Service (Circle one)			✓		Propane Tank			✓		
Generator	✓				Other Heating Source	✓				

NOTE: Means a condition that would have a significant "Defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Renarda Dornbusch</i>	Date (mm/dd/yy) 10-29-23	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

RESIDENTIAL SALES DISCLOSURE

Property address (number and street, city, state, and ZIP code)				7737 East 200 South, Avilla, IN 46710			
2. ROOF	YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Age, if known: <u>6</u> Years.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do structures have aluminum wiring?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the roof leak?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any foundation problems with the structures?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there present damage to the roof?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any encroachments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there more than one layer of shingles on the house?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any violations of zoning, building codes, or restrictive covenants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If yes, how many layers?	<u>2</u>	<input type="checkbox"/>	<input type="checkbox"/>	Is the present use of non-conforming use? Explain:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW	Is the access to your property via a private road?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via a public road?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an Inspector approved under IC 13-14-1-15?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the access to your property via an easement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you received any notices by any governmental or quasi-governmental agencies affecting this property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain:				Are there any structural problems with the building?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)				Have any substantial additions or alterations been made without a required building permit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Is there any damage due to wind, flood, termites, or rodents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Have any structures been treated for wood destroying insects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Is the property in a flood plain?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Do you currently pay for flood insurance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Does the property contain underground storage tank(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Is the homeowner a licensed real estate salesperson?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				Is there any threatened or existing litigation regarding the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
				Is the property located within one (1) mile of an airport?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <u>Alicia Dambush</u>	Date (mm/dd/yy) <u>10-29-23</u>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)



FORM #03.



PRELIMINARY TITLE



TIMED ONLINE ONLY

VIRTUAL

LIVE WITH ONLINE

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.

COMMITMENT NO.: 23-1327

Version No.:

23-1327

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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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PRELIMINARY TITLE

American Land Title Association

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

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

5.e.:

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 23-1327
Issuing Office File Number: 23-1327
Property Address: 7737 E 200 S, Avilla, IN 46710
Revision Number:

SCHEDULE A

1. Commitment Date: October 27, 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:
fee simple
4. The Title is, at the Commitment Date, vested in:
Robert A. Dornbush, Sr. and Genevra B. Dornbush, husband and wife
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

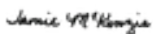
ASSURANCE TITLE COMPANY, LLC

102 E Main St., Albion, IN 46701
Telephone: (260) 636-2692

COMMONWEALTH LAND TITLE INSURANCE COMPANY

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

Countersigned by:



Jamie McKenzie
Assurance Title Company, LLC, License #924500

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. Duly authorized and executed Deed from Geneva B. Dornbush, to Proposed Insured, to be executed and recorded at closing.

DEED RECITAL to establish of record that the marital relationship which existed between Robert A. Dornbush, Sr. and Geneva B. Dornbush was continuous and uninterrupted from the date they acquired title to the land until the death of Robert A. Dornbush, Sr. on March 9, 2016.

7. 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.
8. Vendors, (Sellers), Closing Affidavit to be furnished this office.
9. 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. 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. 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.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Easements or claims of easements not shown by the public records.
5. 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.
6. 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.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. 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.
9. Taxes for 2022 payable 2023
Parcel No. 021-100995-00
Tax Unit of Swan
State ID No. 57-21-08-200-006.000-017
May 10 \$1,546.20 PAID
November 10 \$1,546.20 NOT PAID
Assessed Valuation: Land \$114,600 Improvements \$336,100
Exemptions \$45,000-H/\$104,510-Supp/\$11,100-Fut Geo
10. Annual assessment of \$454.00 for maintenance of Bilger Drain 2023,
May 10 \$227.00 PAID, November 10 \$227.00 NOT PAID.
11. Annual assessment of \$88.98 for maintenance of Frank Yarde - Dk Drain 2023,
May 10 \$44.49 PAID, November 10 \$44.49 NOT PAID.

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PRELIMINARY TITLE

12. Taxes for 2023 due and payable 2024, and subsequent taxes.
13. 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.
14. 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.
15. Right of way for drainage tiles, feeders and laterals, if any.
16. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
17. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
18. Conditions as shown in a certain Deed from Samuel L. Littlejohn and Marilyn Littlejohn to Gerald O. Fox and Dolores H. Fox, husband and wife, dated November 1, 1991, recorded November 14, 1991, as Instrument No. Deed Record 234 page 377, in the Office of the Recorder of Noble County, Indiana.

NOTE: This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.
19. Easement by and between Perry Whan and Minnie E. Whan, husband and wife and Noble County Rural Electric Membership Corporation, dated January 22, 1938 and recorded February 2, 1938 in Miscellaneous Record 16 page 206.
20. Statement of Proposed Use, State of Compatibility & Description of Agricultural Uses within a Two Mile Area, by and between Robert A. Dornbush Sr. and Genevre B. Dornbush and Noble County Plan Commission, dated May 25, 1995 and recorded June 23, 1995 as Instrument No. 9506511.
21. Request for Variance by and between Robert A. Dornbush Sr. and Genevre B. Dornbush and Noble County Drainage Board, dated June 26, 1995 and recorded October 13, 1995 as Instrument No. 9510346.
22. This commitment has been issued without a judgment search being made against the name insured.

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23-1327

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Page 8 of 10



PRELIMINARY TITLE

EXHIBIT "A"

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

All that portion of land which lies in the Southeast Quarter of Section 8, Township 33 North, Range 11 East, Noble County, Indiana, and more fully described as follows:

Commencing at a Harrison Marker marking the Southwest corner of the said Southeast Quarter, said point being the point of beginning of this survey; thence North 2 degrees 26 minutes 25 seconds East on and along the West line of said Southeast Quarter a distance of 2612.96 feet to an iron "T" post; thence North 88 degrees 57 minutes 38 seconds East a distance of 1332.91 feet to an iron railroad corner post; thence North 89 degrees 19 minutes 06 seconds East a distance of 1221.2 feet to an iron railroad corner post; thence South 3 degrees 07 minutes 30 seconds West a distance of 662.75 feet to an iron railroad corner post; thence South 89 degrees 19 minutes 06 seconds West a distance of 1272.75 feet to an iron pipe set in concrete; thence South 2 degrees 34 minutes 39 seconds West a distance of 1974.5 feet to a PK nail being on the South line of said Southeast quarter; thence West 0 degrees 00 minutes (assumed bearing) on and along said South line a distance of 1268.03 feet to the point of beginning and contains 90.8 acres after the following exception.

EXCEPTING THE FOLLOWING DESCRIBED TRACT: Commencing at a Harrison Marker marking the Southwest corner of said Southeast Quarter, said point being the point of beginning of this survey; thence North 2 degrees 26 minutes 25 seconds East on and along the West line of said Southeast Quarter a distance of 500.0 feet to a wood corner post; thence North 88 degrees 55 minutes 52 seconds East a distance of 535.49 feet to an iron re-bar; thence South 2 degrees 26 minutes 27 seconds West a distance of 510.0 feet to a PK nail on the South line of said Southeast Quarter; thence West 0 degrees 00 minutes (assumed bearing) on and along said South line a distance of 535.0 feet to the point of beginning and contains 6.2 acres more or less.

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

COMMITMENT NO.: 23-1327

Version No.:

23-1327

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PRELIMINARY TITLE

American Land Title Association

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

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: 7737 E 200 S, Avilla, IN 46710

Gerald O. Fox and Dolores H. Fox, husband and wife to Robert A. Dornbush, Sr. and Geneva B. Dornbush, husband and wife by deed dated 11/05/1993 and recorded on 11/05/1993 as Instrument Number 9311212 in the Official Records of the Noble County Recorder.

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PRELIMINARY TITLE

REQUEST FOR VARIANCE

I, We ROBERT A. DORN BUSH SR. do hereby request a variance of the construction limit of 75' from the legal drain known as the Br #2 to Br #8 / Bilger drain. It is my, our intention to build a POND & DRIVEWAY, leaving feet from to , on the following described real estate:

33-11-8 W 2 1/2 PT NE 1/4 SE 1/4 90.8A

I, We further agree that, in the event this variance is granted, we will pay any additional cost incurred as a result of this variance in the event the BR #2 to BR #8 / BILGER Drain is ever maintained or reconstructed, and will reimburse Noble County or its assigns for any damages or liability arising out of the granting of this variance. In consideration of the Noble County Drainage Board granting ROBERT A. DORN BUSH SR. request for a variance, ROBERT A. DORN BUSH SR., and all of it's heir's, successors in interest, and assigns, hereby forever releases, discharges, and holds harmless the Noble County Drainage Board and each of its members from any and all damages and liability of whatever kind and nature which may be caused to realty, personalty, and/or person which arises out of or is any way caused by or is otherwise traceable back to the granting of this variance; furthermore, ROBERT A. DORN BUSH SR. agrees to indemnify the Noble County Drainage Board and each of its members for any and all costs liabilities, and damages, and all other expenses for which the Board may incur or be responsible to third parties as a result of granting this variance.

Signed Robert A. Dornbush Sr.
Geneva B. Dornbush

Date: June 26, 1995

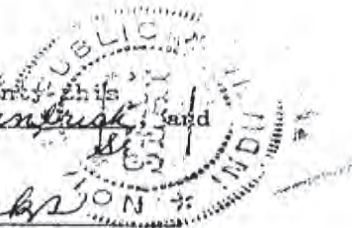
State of Indiana Noble County, ss:

Before me, the undersigned, a Notary Public in and for said County, this 26th day of June, 1995, came Robert A. Dornbush Sr. and acknowledged the execution of the forgoing instrument.

Instrument
Witness my hand and official seal.

Sara K. Weeks
Notary Public Sara K. Weeks

My commission expires: March 10, 1996



NOBLE COUNTY DRAINAGE BOARD CONSENT

The Noble County Drainage Board hereby consents and allows ROBERT DORN BUSH, SR., or their assigns to construct a POND, ALSO A DRIVE/UTILITIES within 50' feet of the Br #2 to Br #8 When open; Bilger system drain on the above described real estate. This consent is conditioned on the promise by said landowner that in the event this variance is granted, said landowner will pay any additional cost incurred as a result of this variance in the event the Br #2 to Br #8 to When Drain is ever maintained or reconstructed and will reimburse Noble County or its assigns for any damages or liability arising out of the granting of this variance.

Conditions 1 to allow construction of a pond no closer than 50 feet from the county regulated drain.

2 additionally allow crossing of the county regulated drain with a driveway and utilities. 3 In the future, if the county is to repair the county tile or it breaks down, the landowner is aware of a possible 8 foot cut, and all expenses incurred to repair are at the

Approved by the Noble County Drainage Board this 26 TH day of JUNE, 1995. expense of

Noble County Drainage Board
By: Harold A. Trover
Chairman HAROLD A. TROVER

the landowner for the portion of tile under the driveway.

Prepared by:
Noble County Drainage Board

By: Sara K. Weeks
Secretary SARA K. Weeks

RECEIVED FOR RECORD
MARY ANN HOUSER
NOBLE COUNTY RECORDER

9510346

95 OCT 13 PM 3:36

PRELIMINARY TITLE

2

STATEMENT OF PROPOSED USE, STATEMENT OF COMPATIBILITY & DESCRIPTION OF AGRICULTURAL USES WITHIN A TWO MILE AREA

OWNER: Robert A. Sr. + Geneva Dornbush DATE: 5/25/95

LEGAL DESCRIPTION: W^{1/2} PE NE⁴ SE⁴; Swan Township Section 8;

LOCATION: On 2005 between Hopewell Rd + 825E; ^{north side of road} PERMIT #: 95-160

containing
90.800+ ac.

STATEMENT OF PROPOSED USE: Residential Housing

STATEMENT OF COMPATIBILITY: I have reviewed the Authorized Uses Table One of the Noble County Zoning Ordinance and understand what uses are permitted in A-1 and A-2 zones. My proposed use is compatible.

NOTE: confinement feeding regulations in Noble County require the following setbacks: A confined feeding operation is required to be 500 feet from any non-agricultural development, other than the residence located on the same tract as the operation; 1,000 feet from any public or private church, temple, school, park, or building owned by any unit of government, which is open to the public; 1,320 feet from the nearest platted tract of land or other built-up area of 5 or more dwellings. Also, a single or two family dwelling unit shall be a minimum of 500 feet from an existing farm confinement feeding operation. (State and Federal regulations may be greater than those listed above.)

Within a two mile radius from my proposed use is: _____

Farm ground RESIDENTIAL HOUSING HORSES
OSTRICHES CHURCH CEMENTARY

Robert A. Dornbush Jr.
LEGAL PROPERTY OWNER

Geneva B. Dornbush
LEGAL PROPERTY OWNER

"RECEIVED FOR RECORD"
(please stamp here)

RECEIVED FOR RECORD
MARY ANN HOUSER
NOBLE COUNTY RECORDER

PRELIMINARY TITLE

#9506511

Agricultural Compatibility Statement

Page 2 of 2

NAME: Robert A. Se + Geneva B. Dambach PERMIT # 95-160

The owner of the herein described real estate (the Real Estate), for himself, and for all future owners and occupants of said Real Estate, or any parcel or subdivision thereof, for and in consideration of the right to develop the Real Estate for other than agricultural uses hereby:

First, acknowledges and agrees that the Real Estate is in or adjacent to an area zoned for agricultural uses, which include, but are not limited to, production of crops, animal husbandry, land application of animal waste, the raising, breeding, and sale of livestock and poultry, including confinement feeding operations, use of farm machinery, and sale of farm products;

Second, waives any and all objections to any such agricultural uses on any real estate zoned for such uses within two miles of any boundary of the Real Estate, whether such uses currently exist, are enlarged, or changed in use in the future to another agricultural use;

Third, agrees that such agricultural uses, whether currently existing, or hereafter established, enlarged, or changed, do not constitute a nuisance so long as they are not negligently maintained, do not cause bodily injury to third parties, or directly endanger human health; and

Fourth, agree that this covenant is for the benefit of the Noble County Plan Commission and all persons engaged in agricultural uses within two miles of any boundary of the Real Estate and is enforceable by any of the foregoing; together with such other covenants as may be required by this Chapter and/or the Subdivision Control Ordinance, which commitments and covenants shall be recorded by the owner with the Noble County Recorder prior to the recording of any subsequent deeds or the issuance of any improvement location permits; and if the development requires a special exception, subdivision approval, or other approvals or permits, approval of the development plan shall be conditioned upon the applicant obtaining all such other approvals and permits, including, but not limited to, improvement location permits. In addition to the provisions of this ordinance, applicants shall also comply with all applicable federal, state and other local laws, rules and regulations. However, when such other laws, rules and regulations are less restrictive than the terms of this ordinance, then the terms of this ordinance shall apply.

Robert A. Dambach Sr.
LEGAL PROPERTY OWNER

Geneva B. Dambach
LEGAL PROPERTY OWNER

"RECEIVED FOR RECORD"
(please stamp here)

PRELIMINARY TITLE

In Witness Whereof grantors sign this easement as of the 22 day of January, 1938

John W. Ratliff
Rosa M. Ratliff

State of Indiana County of Noble SS:

Before me, the under signed notary public in and for said county and state on the 22 day of January, 1938, personally appeared John W. Ratliff and Rosa

M. Ratliff and duly acknowledged the execution of foregoing ~~easement~~.
My commission expires: Sept. 11, 1941 Owen Norris, Notary Public.

Recorded Feb. 2, 1938, at 9:00 A.M.

(NOTARY SEAL)

Jessie J. Law Recorder of Noble County, Indiana.

#####

No. 515 Easement.

State of Indiana, County of Noble SS:

Know all men by these presents, that We, Perry Whan and Minnie E. Whan, husband and wife, of the aforesaid county and state, grantors in consideration of its services to rural residents of said county and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto the Noble County

Rural Electric Membership Corporation, grantee, its successors and assigns, the following easement or easements upon our lands hereinafter mentioned, to-wit:

Tree Trimming

To trim any trees standing upon or overhanging our land at any place and particularly on the North side of the North side of the highway known as between Frank Knack farm on the west and George Kugler farm on the east such trimming is to be limited to that necessary to prevent interference with any part of the grantee's electric energy system.

Anchors

To place, maintain, repair or renew One anchors and attendant guy wires and other appurtenances, at approximately the following places:

Anchor No.1 on pole 17B

Each aforesaid easement includes the right of any time to enter upon the grantors' land, with the necessary tools and equipment, to do the acts mentioned.

The grantors own the land on which the aforesaid easements are granted and they have full right to grant such easements free of all encumbrances except taxes or assessments not yet due and except as hereinafter stated.

Said land is situated in the aforesaid county and state, in the West 1/2 of the SE quarter and the NE 1/4 of the SE quarter of Section 8 in township 33 N. of Range 11 E.

There is no mortgage or other encumbrance upon the said land -----

Grantors reserve to themselves full use and enjoyment of said land insofar as it shall not interfere with the easements hereby granted.

In Witness Whereof grantors sign this easement as of the 22 day of January, 1938

Perry Whan
Minnie E. Whan

State of Indiana County of Noble SS:

Before me, the undersigned, notary public in and for said county and state on the 22 day of January, 1938, personally appeared Perry Whan and Minnie E. Whan and

duly acknowledged the execution of foregoing easement.

My commission expires: Sept. 11, 1941

Owen Norris, Notary Public

Recorded Feb. 2, 1938 at 9:00 A.M.

(NOTARY SEAL)

Jessie J. Law Recorder of Noble County, Indiana.

PRELIMINARY TITLE

THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTES THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to:

Mr. and Mrs. Gerald O. Fox
3017 Fox Chase Run
Fort Wayne, IN 46825

Tax Key No.: 022-56

WARRANTY DEED

This indenture witnesseth that
RECEIVED FOR RECORD
At 10:02 o'clock AM and Recorded
In Record 234 Page 377

SAMUEL L. LITTLEJOHN and MARILYN LITTLEJOHN, husband and wife, as tenants by the entireties

Theresa A. Jones
Recorder of Noble County, Ind.

of **NOV 14 1991**
Noble

County in the State of Indiana

Convey and warrant to

GERALD O. FOX and DOLORES H. FOX, husband and wife, as tenants by the entireties

of Allen

County in the State of Indiana

for and in consideration of One Dollar (\$1.00) and other valuable consideration the receipt whereof is hereby acknowledged, the following Real Estate in Noble County in the State of Indiana, to wit:

All that portion of land which lies in the Southeast Quarter of Section 8, Township 33 North, Range 11 East, Noble County, Indiana, and more fully described as follows: Commencing at a Harrison Marker marking the Southwest Corner of the said Southeast Quarter, said point being the point of beginning of this survey; thence North 2 degrees 26' 25" East on and along the West line of said Southeast Quarter a distance of 2612.96 feet to an Iron "T" Post; thence North 88 degrees 57' 38" East a distance of 1332.91 feet to an Iron Railroad Corner Post; thence North 89 degrees 19' 06" East a distance of 1221.2 feet to an Iron Railroad Corner Post; thence South 3 degrees 07' 30" West a distance of 662.75 feet to an Iron Railroad Corner Post; thence South 89 degrees 19' 06" West a distance of 1272.75 feet to an Iron Pipe set in concrete; thence South 2 degrees 34' 39" West a distance of 1974.5 feet to a PK Nail being on the South line of said Southeast Quarter; thence West 0 degrees 00' (assumed bearing) on and along said South line a distance of 1268.03 feet to the point of beginning and contains 90.8 acres after the following Exception.

Excepting the following described tract: Commencing at a Harrison Marker marking the Southwest Corner of said Southeast Quarter, said point being the point of beginning of this survey;

(continued on attached sheet)

State of Indiana, DeKalb County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of **NOVEMBER** 19 91
personally appeared: Samuel L. Littlejohn and Marilyn Littlejohn

Dated this 1st Day of NOVEMBER 19 91

Samuel L. Littlejohn
(SAMUEL L. LITTLEJOHN)

Marilyn Littlejohn
(MARILYN LITTLEJOHN)

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires July 25 1995

Melvin F. Diederich
Notary Public

Resident of DeKalb County.

DULY ENTERED FOR TAXATION

NOV 14 1991

Anita S. Hoff

AUDITOR OF NOBLE COUNTY

Instrument alt

This instrument prepared by

J. Daniel Brinkerhoff
109 W. King St., P.O. Box 269, Garrett, IN 46738
Prepared Without Opinion.

MAIL TO: 91-11-246

PRELIMINARY TITLE

BOOK 234 PAGE 378

(continuation of legal description)

thence North 2 degrees 26' 25" East on and along the West line of said Southeast Quarter a distance of 500.0 feet to a Wood Corner Post; thence North 88 degrees 55' 52" East a distance of 535.49 feet to an Iron Re-bar; thence South 2 degrees 26' 27" West a distance of 510.0 feet to a PK Nail on the South line of said Southeast Quarter; thence West 0 degrees 00' (assumed bearing) on and along said South line a distance of 535.0 feet to the point of beginning and contains 6.2 acres more or less.

Subject to all legal highways and utility easements.

Subject to all taxes, assessments, easements and restrictions of record.

RECITAL: Grantees agree to assume ASCS (Conservation Reserve Program) contract now in effect.

PRELIMINARY TITLE

BOOK 234 PAGE 379



4505 S.-700 E.

CERTIFICATE OF SURVEY

RONALD M. RENKENBERGER
PHONE 693-6237



Laotto, IN 46763

PLAT AND DESCRIPTION

All that portion of land which lies in the Southeast Quarter of Section 8 Township 33 North, Range 11 East, Noble County, Indiana, and more fully described as follows: Commencing at a Harrison Marker marking the Southwest Corner of the said Southeast Quarter, said point being the point of beginning of this survey; thence N-2°26'25"-E on and along the West line of said Southeast Quarter a distance of 2612.96 feet to an Iron "T" Post; thence N-88°57'38"-E a distance of 1332.91 feet to an Iron Railroad Corner Post; thence N-89°19'06"-E a distance of 1221.2 feet to an Iron Railroad Corner Post; thence S-3°07'30"-W a distance of 662.75 feet to an Iron Railroad Corner Post; thence S-89°19'06"-W a distance of 1272.75 feet to an Iron Pipe set in concrete; thence S-2°34'39"-W a distance of 1974.5 feet to a PK Nail being on the South line of said Southeast Quarter; thence West 0°00' (assumed bearing) on and along said South line a distance of 1268.03 feet to the point of beginning and contains 90.8 Acres after the following Exception.

Excepting the following described tract: Commencing at a Harrison Marker marking the Southwest Corner of said Southeast Quarter, said point being the point of beginning of this survey; thence N-2°26'25"-E on and along the West line of said Southeast Quarter a distance of 500.0 feet to a Wood Corner Post; thence N-88°55'52"-E a distance of 535.49 feet to an Iron Re-bar; thence S-2°26'27"-W a distance of 510.0 feet to a PK Nail on the South line of said Southeast Quarter; thence West 0°00' (assumed bearing) on and along said South line a distance of 535.0 feet to the point of beginning and contains 6.2 Acres more or less.

Subject to all local highways and utility easements.

This tract of land is not in a flood prone area.

SURVEYOR'S REPORT:
Deed from Record Book 229, Page 139
Type of Survey Original
Class of Survey D, T. U. 11.0'

NOTE: Indiana Administrative Code 864 requires that a copy of this survey be recorded with the County Recorder.

I, Ronald M. Renkenberger, hereby certify that I am a Land Surveyor licensed in compliance with the Laws of the State of Indiana; that this plat and description correctly represents a survey completed by me on Oct. 8, 1991 and all markers shown thereon actually exist, and that their locations are to the best of my knowledge accurately shown.

Ronald M. Renkenberger
Ronald M. Renkenberger, Indiana Reg. # SO 237



PROPERTY PHOTOS



 TIMED ONLINE ONLY

 VIRTUAL

 LIVE WITH ONLINE

TRACTS 1-5



TRACTS 1-5



TRACT 1



TRACT 1 - LANE



TRACT 1



TRACTS 1 & 3









TRACT 1



TRACT 1





TRACT 1



TRACT 2









TRACTS 1-3

TRACTS 1 & 3



TRACT 3





TRACTS 1 & 3



TRACTS 1 & 3





TRACTS 1-4



TRACTS 3-5



TRACT 4



TRACTS 1, 3-5



TRACTS 3-5



TRACTS 3-5







Auction Manager:
Steven C. Coil
260.446.2037

Real Estate License #RB22001310
Auctioneer License #AU12300065



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