

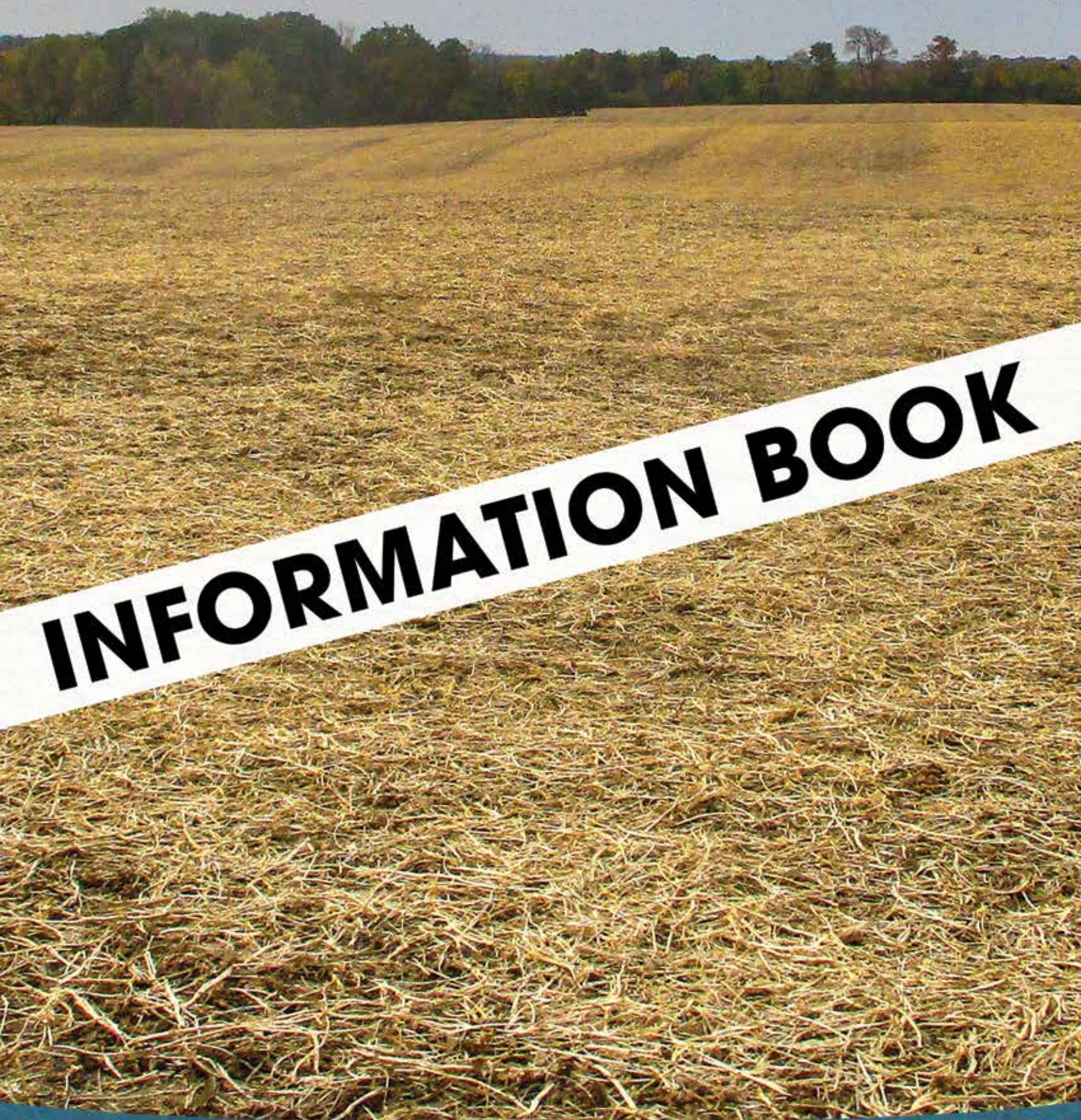
# LAND AUCTION

- Southeast Indiana
- North of Liberty
- Union County

**96±**  
acres

Offered in  
2 Tracts

Wednesday, January 17 • 1pm



**INFORMATION BOOK**



## DISCLAIMER:

This information booklet includes information obtained or derived from third-party sources. Although believed to be accurate and from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Prospective buyers are responsible for completing their own due diligence.

THIS PROPERTY IS OFFERED "AS IS, WHERE IS". NO WARRANTY OR REPRESENTATION, STATED OR IMPLIED, IS MADE CONCERNING THE PROPERTY. Without limiting the foregoing, Owner and Auction Company and their respective agents and representatives, assume no liability for (and disclaim any and all promises, representations and warranties with respect to) the information and reports contained herein.

**OWNER:** Myrna J. Schenck & Lisa Schenck, Co-Trustees of the Joint Revocable Trust of Jack M. Schenck & Myrna J. Schenck under date of November 16, 2019.



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

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

260-244-7606 or 800-451-2709

SchraderAuction.com

#### TERMS & CONDITIONS

**PROCEDURES:** The property will be offered in 2 individual tracts, any combination of tracts, or as a total 96± acre unit. There will be open bidding on all tracts & combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations & the total property may compete.

**DOWNPAYMENT:** Real Estate 10% down payment on the day of the auction w/ the balance in cash at closing. The down payment may be made in the form of cash; cashier's check, personal check or corporate check. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed & are capable of paying cash at closing.

**ACCEPTANCE OF BID PRICES:** Successful bidder(s) will be required to enter into a purchase agreement at the auction site immediately following the close of the auction. All final bid prices are subject to the Seller's acceptance or rejection.

**EVIDENCE OF TITLE:** Sellers shall provide an owner's title insurance policy in the amount of the purchase price.

**DEED:** Sellers shall provide Trustee Deed.

**CLOSING:** Estimated 45 days after auction targeted at March 1st. The balance of the real estate purchase price is due at closing.

**POSSESSION:** At closing. 2023 crop rights & timber rights to be conveyed.

**REAL ESTATE TAXES:** Seller to pay 2023 taxes due & payable 2024 as credit to Buyer(s) at closing. Taxes estimated at \$22/acre.

**ACREAGE:** All boundaries are approximate & have been estimated based on current legal descriptions.

**SURVEY:** A new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Buyer(s) & Seller will share survey expense 50:50. Combination purchases will receive a perimeter survey only. Closing prices will be adjusted to reflect any differences between advertised & surveyed acreage's.

**FSA INFORMATION:** See Agent.

**EASEMENTS:** Sale of the property is subject to any & all easements of record.

**MINERAL RIGHTS:** The sale shall include 100% of the mineral rights owned by the Seller.

**AGENCY:** Schrader Real Estate & Auction Company, Inc. & its representatives are exclusive agents of the seller.

**DISCLAIMER & ABSENCE OF WARRANTIES:** All information contained in this brochure & all related materials are subject to the Terms & Conditions outlined in the Purchase Agreement. The property is being sold on "AS IS, WHERE IS" basis, & no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, & 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 Sellers or the Auction Company. Conduct of the auction & increments of bidding are at the direction & discretion of the Auctioneer. The Sellers & 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 decision of the Auctioneer is final. **ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.**

**SALES MANAGER:** Steve Slonaker • 765.969.1697 (cell) #AU19300120

Schrader Real Estate and Auction Company, Inc. #AC63001504

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# REGISTRATION FORM

# **BIDDER PRE-REGISTRATION FORM**

**WEDNESDAY, JANUARY 17, 2024**

**96± ACRES – LIBERTY, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,  
P.O. Box 508, Columbia City, IN, 46725,  
Email to [auctions@schraderauction.com](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Wednesday, January 10, 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  
96± Acres • Union County, Indiana  
Wednesday, January 17, 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 Wednesday, January 17, 2024 at 1:00 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](http://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](mailto:auctions@schraderauction.com)

For wire instructions please call 1-800-451-2709.

7. My bank routing number is \_\_\_\_\_ and bank account number is \_\_\_\_\_.  
(This for return of your deposit money). My bank name, address and phone number is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **TECHNOLOGY DISCLAIMER:** Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors, make no warranty or guarantee that the online bidding system will function as designed on the day of sale. Technical problems can and sometimes do occur. If a technical problem occurs and you are not able to place your bid during the live auction, Schrader Real Estate and Auction Co., Inc., its affiliates, partners and vendors will not be held liable or responsible for any claim of loss, whether actual or potential, as a result of the technical failure. I acknowledge that I am accepting this offer to place bids during a live outcry auction over the Internet *in lieu of actually attending the auction* as a personal convenience to me.

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Wednesday, January 10, 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:**

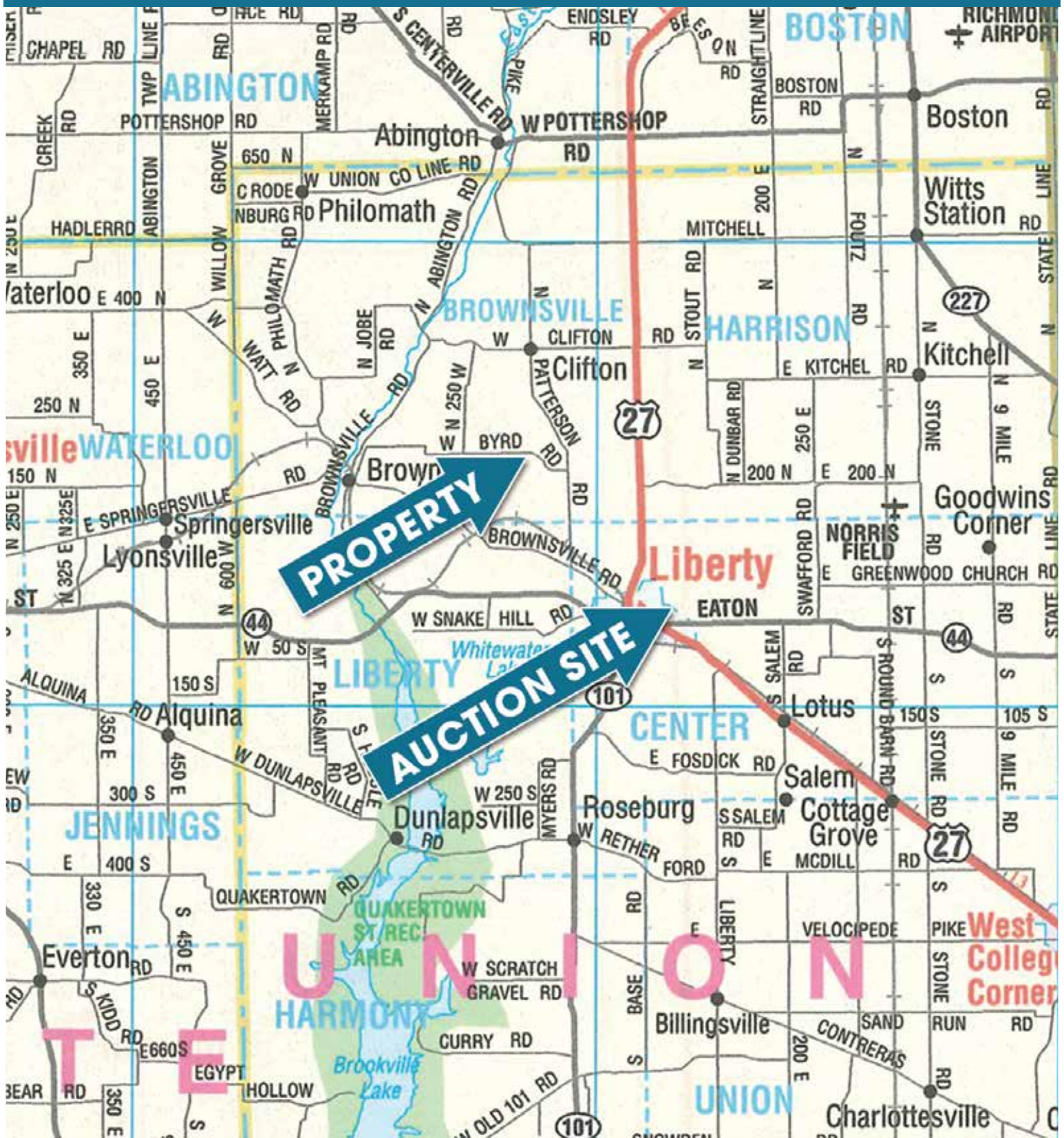
E-mail address of registered bidder: \_\_\_\_\_

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 & TRACT MAPS

# LOCATION & TRACT MAPS

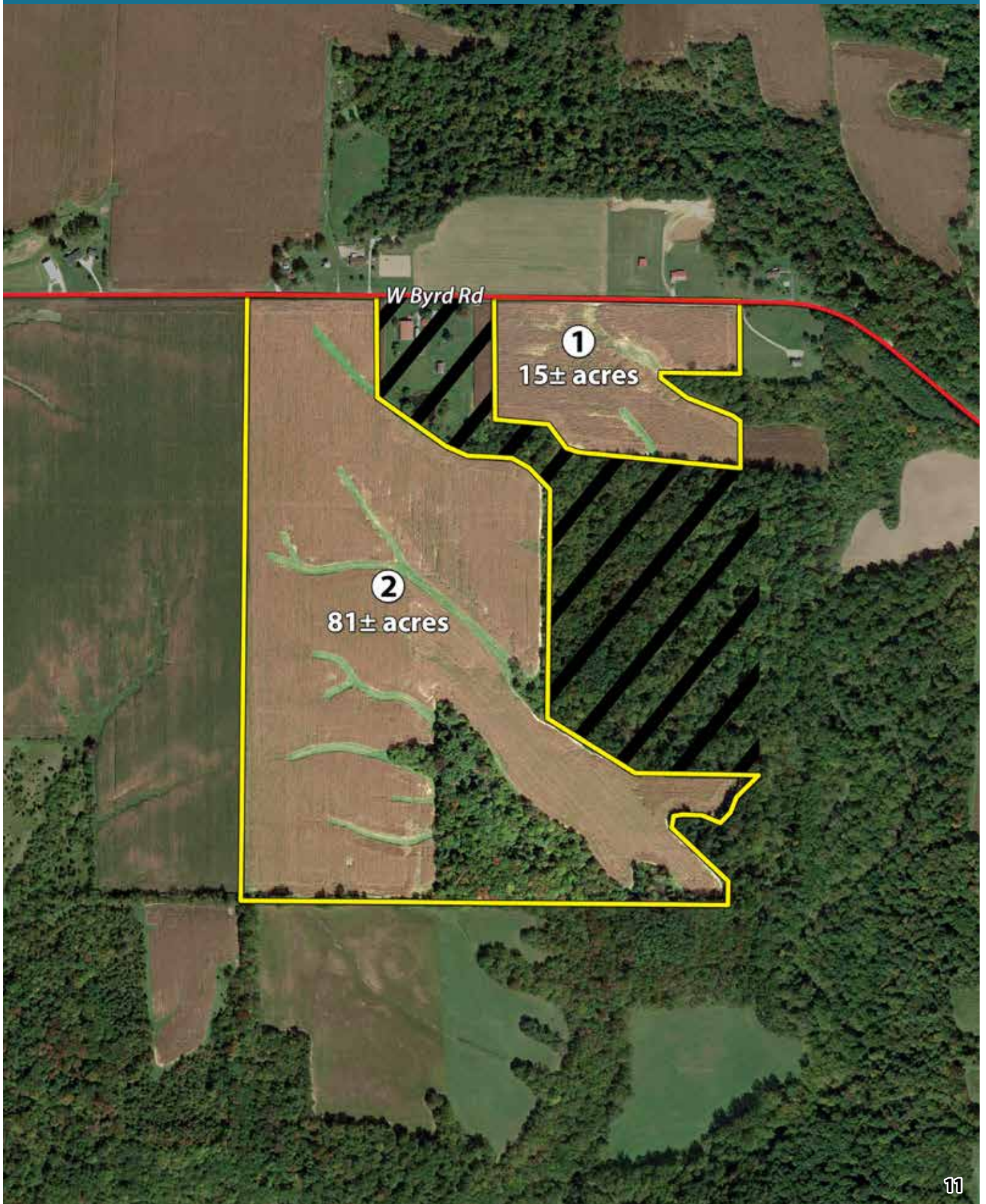


**AUCTION SITE:** Union County 4-H Community Bldg/Liberty • From intersection Hwy 27 & Hwy 44. East on Union St to end of street. 411 Patriot Blvd.

**PROPERTY LOCATION:** 3 miles northwest of Liberty. From Hwy 27 at CR 200 N. Then west on CR 200 N 1 mile to CR 100 W then north to CR 225 (Byrd Rd) ½ mile to farm on the right.



# LOCATION & TRACT MAPS

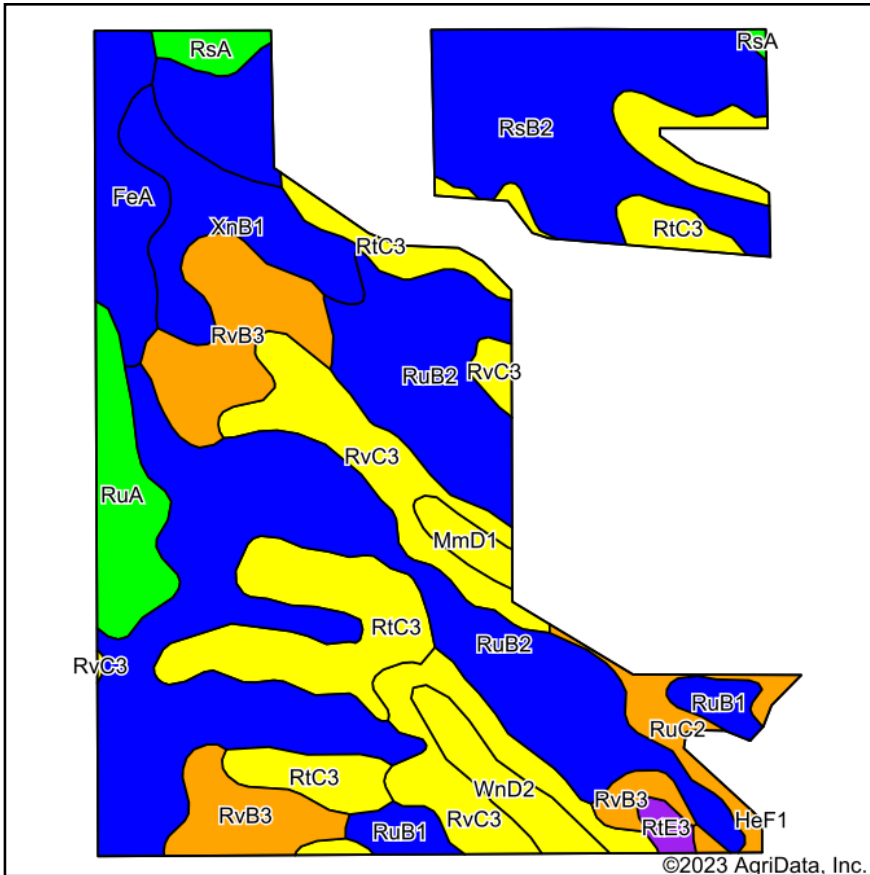




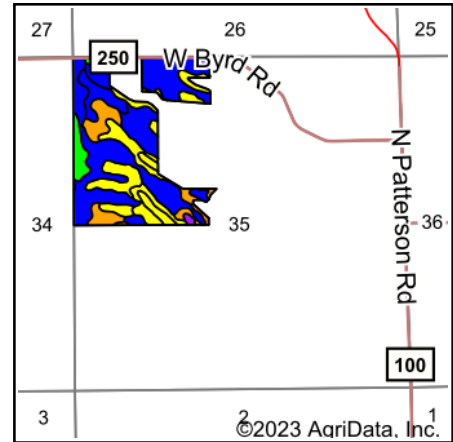


# SOIL MAP

# SURETY SOILS MAP



©2023 AgriData, Inc.



State: **Indiana**  
 County: **Union**  
 Location: **35-12N-2W**  
 Township: **Brownsville**  
 Acres: **96.64**  
 Date: **11/27/2023**



Maps Provided By:



© AgriData, Inc. 2023

www.AgrIDataInc.com



Soils data provided by USDA and NRCS.

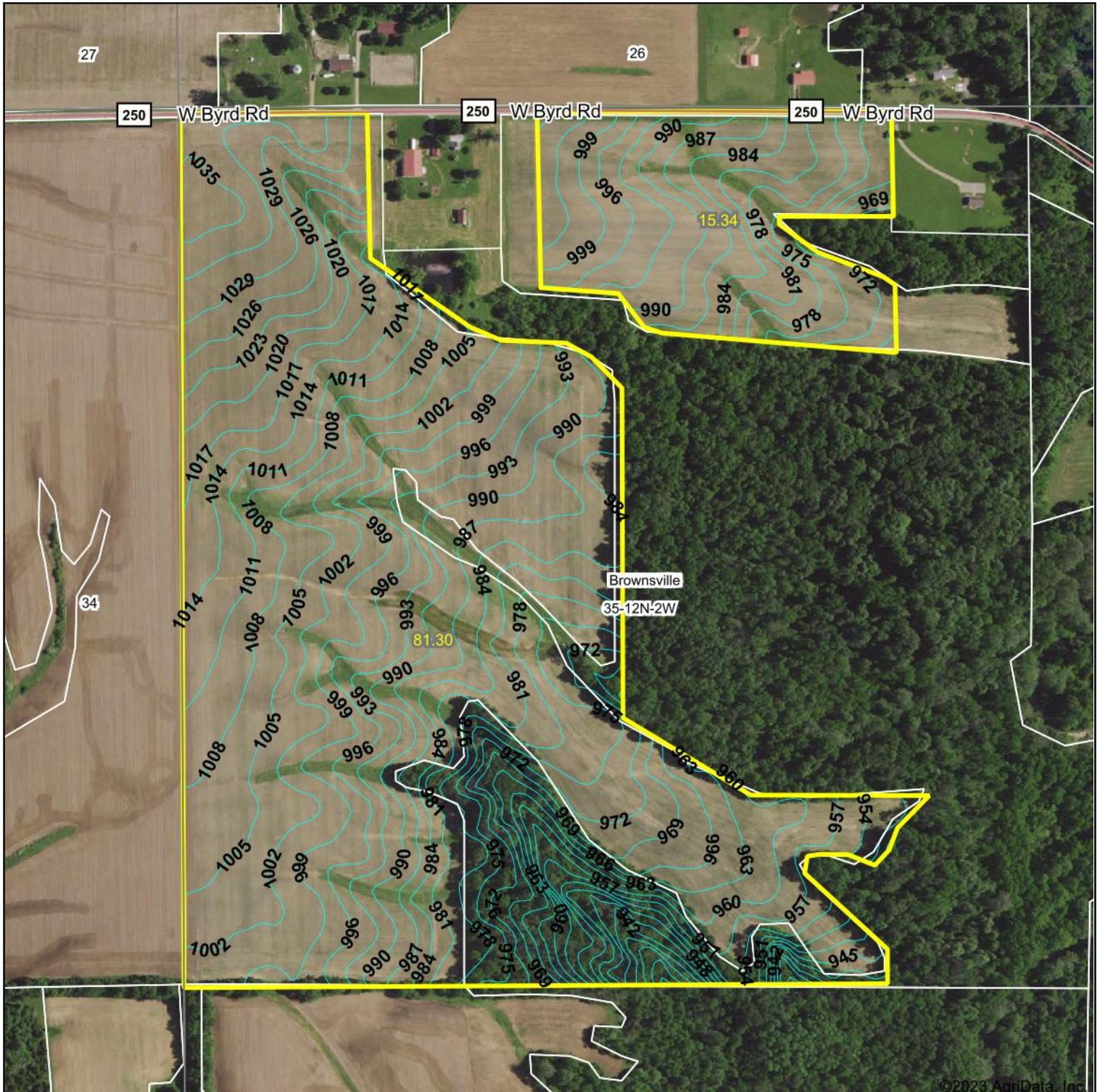
Area Symbol: IN161, Soil Area Version: 24

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
RuB2	Russell and Miami silt loams, 2 to 6 percent slopes, moderately eroded	29.81	30.8%		Ile	145	5	10	51	69
RsB2	Russell silt loam, 2 to 6 percent slopes, eroded	14.92	15.4%		Ile	149	5	10	53	73
RtC3	Russell soils, 6 to 12 percent slopes, severely eroded	12.06	12.5%		IVe	135	5	9	47	68
RvC3	Russell and Miami soils, 6 to 12 percent slopes, severely eroded	9.85	10.2%		IVe	130	5	9	46	62
RvB3	Russell and Miami soils, 2 to 6 percent slopes, severely eroded	8.46	8.8%		Ille	140	5	10	49	67
XnB1	Xenia and Celina silt loams, 2 to 6 percent slopes, slightly eroded	5.10	5.3%		Ile	143	5	10	50	65
FeA	Fincastle-Crosby silt loams, 0 to 2 percent slopes	3.99	4.1%		Ilw	156	5	10	51	69
RuA	Russell and Miami silt loams, 0 to 2 percent slopes	3.80	3.9%		Is	150	5	10	53	72
WnD2	Wynn silt loam, 12 to 25 percent slopes, moderately eroded	2.10	2.2%		IVe	70	2	5	25	35
RuC2	Russell and Miami silt loams, 6 to 12 percent slopes, moderately eroded	2.06	2.1%		Ille	135	5	9	48	65
RuB1	Russell and Miami silt loams, 2 to 6 percent slopes, slightly eroded	1.96	2.0%		Ile	150	5	10	53	72
RsA	Russell silt loam, 0 to 2 percent slopes	1.05	1.1%		I	155	5	10	54	78
MmD1	Miami silt loam, 12 to 18 percent slopes, slightly eroded	0.95	1.0%		IVe	116	4	8	41	58
RtE3	Russell soils, 18 to 25 percent slopes, severely eroded	0.53	0.5%		Vle	105	4	7	37	53
<b>Weighted Average</b>					<b>2.60</b>	<b>140.8</b>	<b>4.9</b>	<b>9.6</b>	<b>49.4</b>	<b>67.6</b>

# TOPOGRAPHY MAP



# TOPOGRAPHY CONTOURS MAP



Source: USGS 10 meter dem

Interval(ft): 3.0

Min: 930.1

Max: 1,036.3

Range: 106.2

Average: 991.7

Standard Deviation: 20.73 ft



11/27/2023

**35-12N-2W**  
**Union County**  
**Indiana**

Boundary Center: 39° 39' 55.98, -84° 57' 39.16

Maps Provided By:



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# SOIL TEST

# SOILS TESTS

SIMZ 14/41: 99



SCHENCK

2022 SAMPLE ZONES

Maximum Farming

# SOILS TESTS

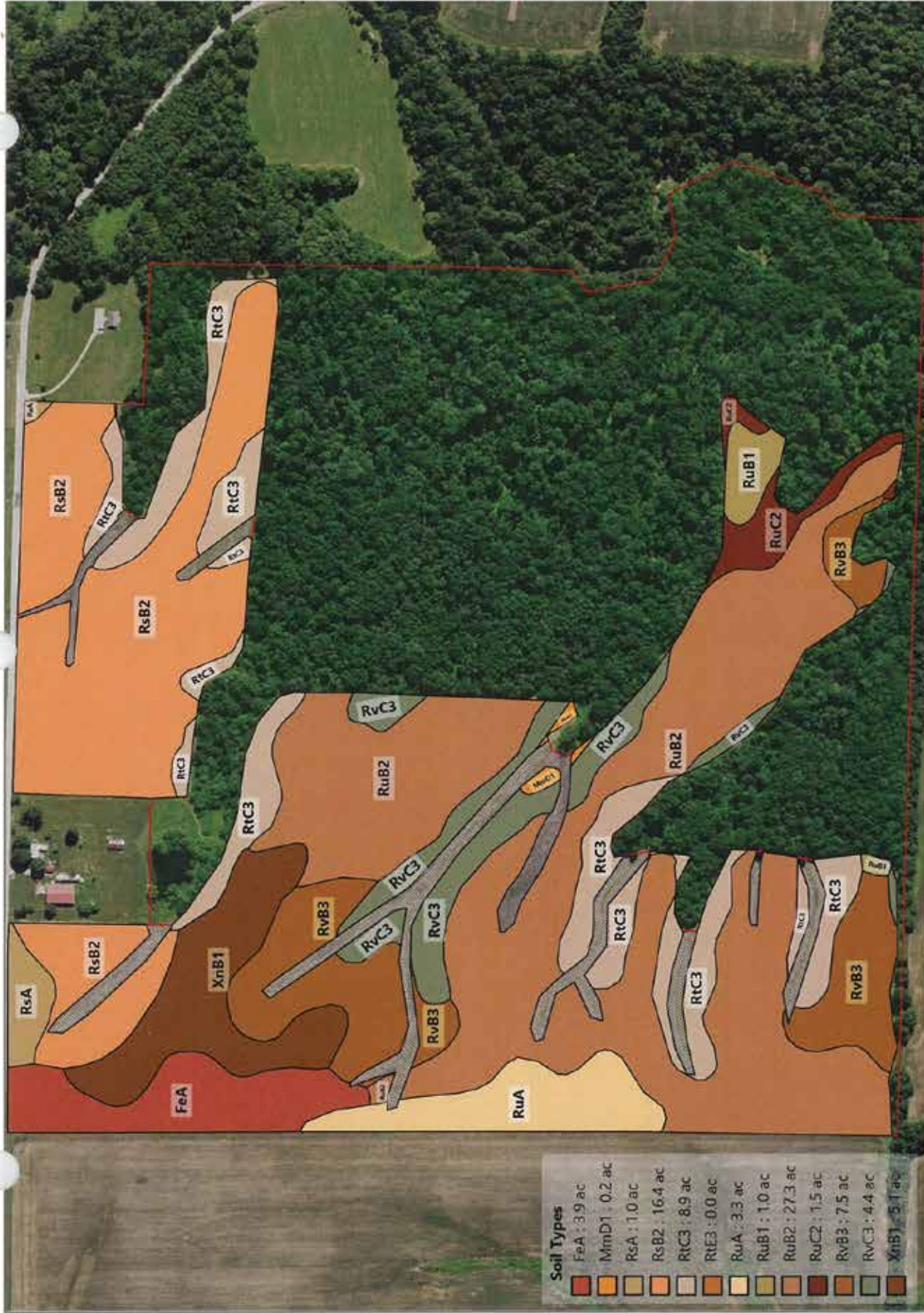
STMZ 14741: 110

Sample ID	%OM	P1_ppm	P2_ppm	Bi_P_ppm	K_ppm	Mg_ppm	Ca_ppm	pH	Bph	CEC_meq100g	%K	%Mg	%Ca	%H	%Na	S_ppm	Fe_ppm
G1	2.1	25	35	0	197	295	1,369	6.7	7.1	9.8	5.2	25.1	69.7	0.0	0.0	6	0
G2	2.1	15	19	0	131	286	1,210	6.2	6.8	10.0	3.4	23.8	60.5	12.3	0.0	5	0
G3	2.4	20	25	0	154	301	1,237	5.8	6.7	11.2	3.5	22.4	55.2	18.9	0.0	9	0
G4	1.9	15	17	0	104	224	1,084	6.0	6.8	8.9	3.0	21.0	60.9	15.1	0.0	4	0
G5	1.8	14	22	0	173	250	1,197	6.4	6.9	9.3	4.8	22.4	64.4	8.4	0.0	8	0
G6	1.7	12	26	0	105	429	1,896	6.9	7.1	13.3	2.0	26.9	71.1	0.0	0.0	5	0
G7	2.1	11	16	0	89	372	1,595	6.9	7.1	11.3	2.0	27.4	70.6	0.0	0.0	5	0
G8	2.3	12	17	0	111	319	1,312	6.1	6.8	11.0	2.6	24.2	59.6	13.6	0.0	6	0
G9	2.0	18	27	0	128	285	1,204	6.4	6.9	9.6	3.4	24.7	62.7	9.2	0.0	5	0
G10	2.1	14	15	0	88	320	1,293	6.2	6.8	10.7	2.1	24.9	60.4	12.6	0.0	5	0
G11	2.3	11	17	0	100	375	1,555	6.6	6.9	11.9	2.2	26.3	65.3	6.2	0.0	5	0
G12	1.9	13	20	0	120	341	1,370	6.2	6.8	11.4	2.7	24.9	60.1	12.3	0.0	5	0
G13	2.2	41	52	0	176	331	1,712	6.8	7.1	11.8	3.8	23.4	72.8	0.0	0.0	5	0
G14	2.0	12	15	0	85	257	1,253	6.3	6.9	9.6	2.3	22.3	65.3	10.1	0.0	5	0
G15	2.0	15	19	0	106	258	1,143	6.2	6.8	9.2	3.0	23.4	62.1	11.5	0.0	8	0
AVG	2.1	15	21	0	120	310	1,346	6.4	6.9	10.5	3.0	24.4	63.6	9.0	0.0	6	0
Extra: G18	0.0	0	0	0	0	0	0	7.3	7.1	0.0	0.0	0.0	0.0	0.0	0.0	0	0



# SOILS TESTS

SIMZ 14741: 97



SCHENCK

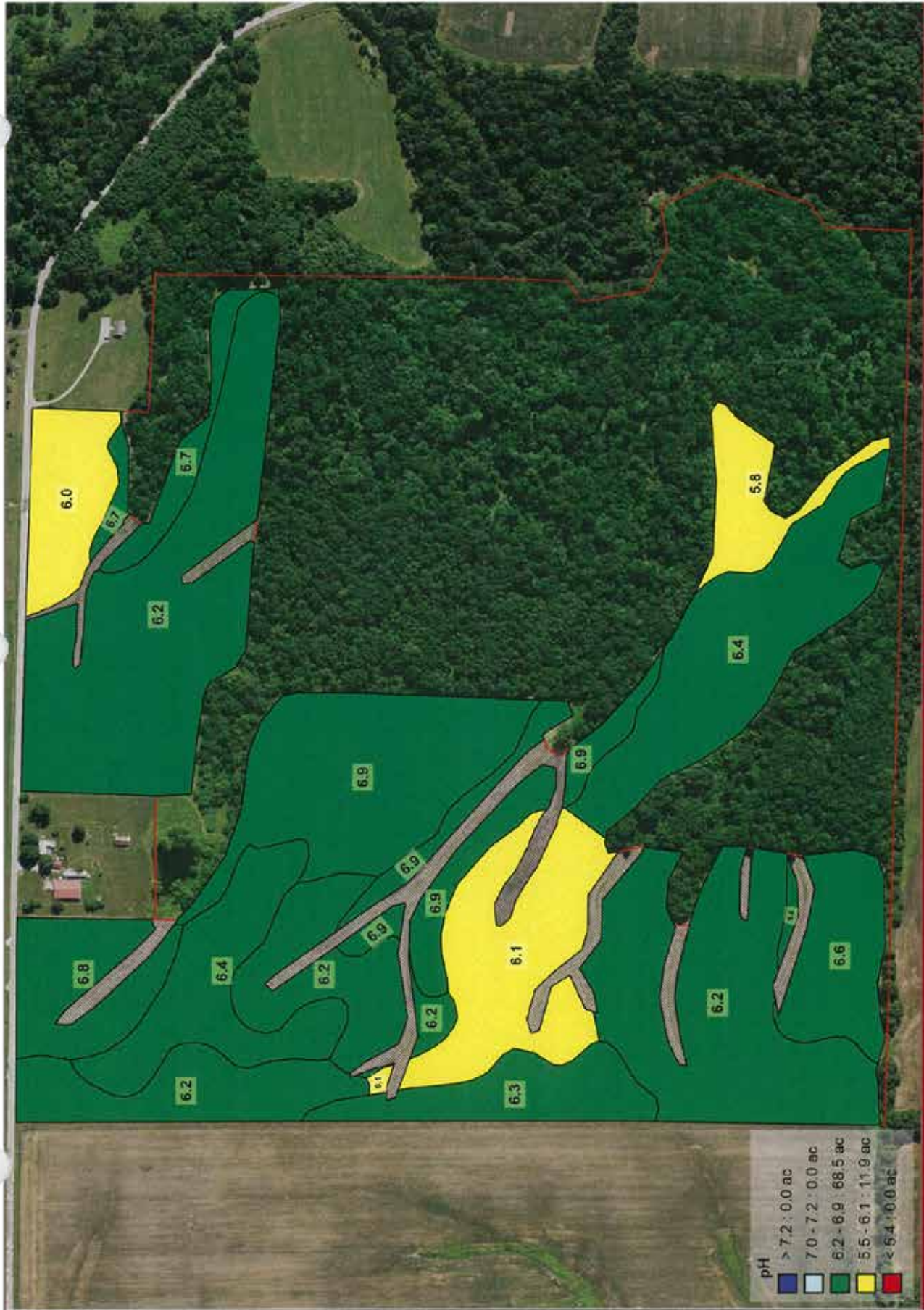
2022 SOIL TYPES

Maximum Farming



# SOILS TESTS

STMZ 14741: 101



SCHENCK

2022 PH

Maximum Farming



# FSA INFORMATION

# FSA INFORMATION

INDIANA  
UNION

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture  
Farm Service Agency

## Abbreviated 156 Farm Record

FARM : 2103

Prepared : 11/22/23 9:51 AM CST

Crop Year : 2024

Operator Name : DEAN SNYDER  
CRP Contract Number(s) : None  
Recon ID : 18-161-2012-30  
Transferred From : None  
ARCPLC G//F Eligibility : Eligible

### Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
152.65	86.05	86.05	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	86.05	0.00		0.00	0.00	0.00	0.00	

### Crop Election Choice

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

### DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	37.90	0.00	140	
Soybeans	33.00	0.00	41	
<b>TOTAL</b>	<b>70.90</b>	<b>0.00</b>		

### NOTES

Tract Number : 1766

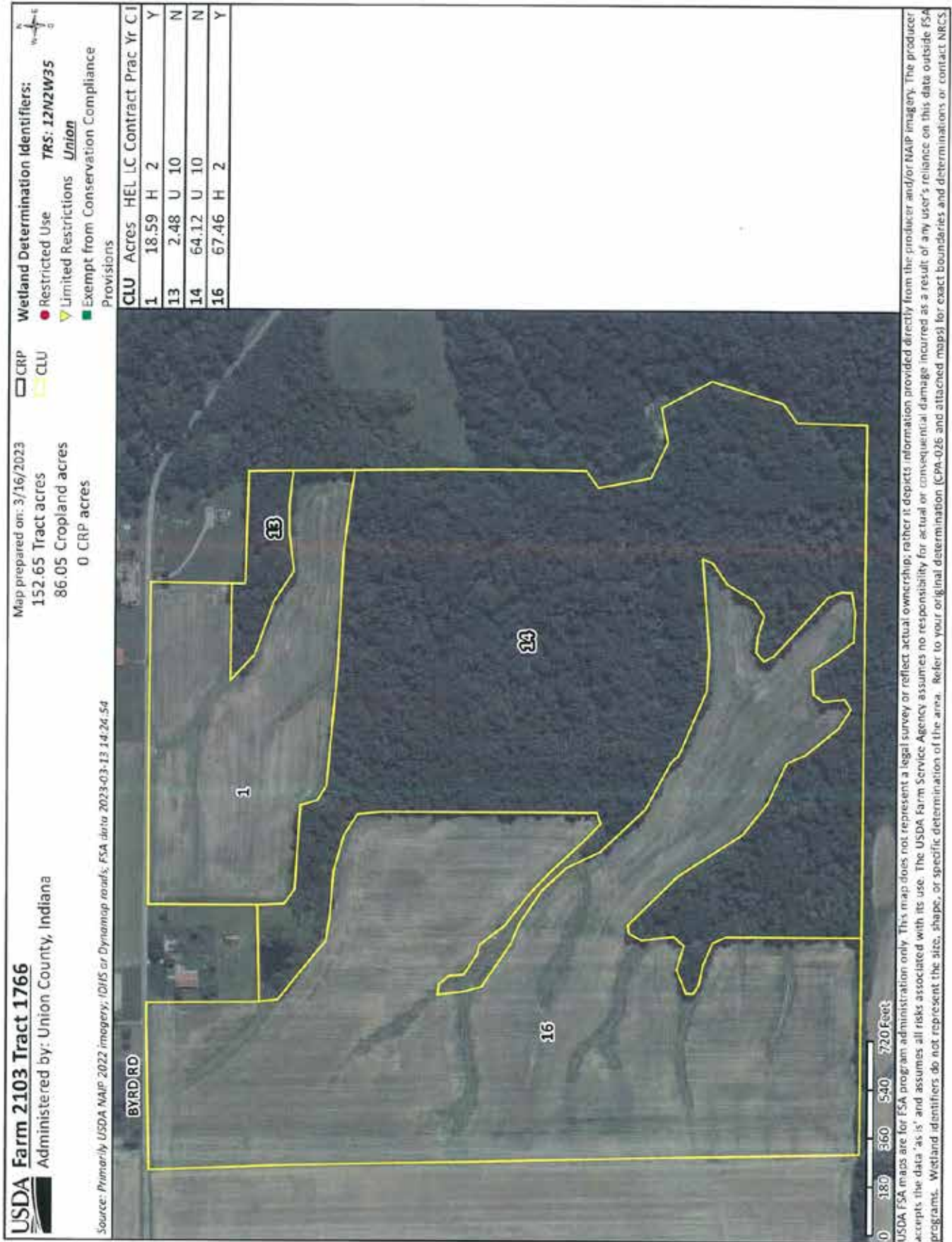
Description :  
FSA Physical Location : INDIANA/UNION  
ANSI Physical Location : INDIANA/UNION  
BIA Unit Range Number :  
HEL Status : HEL field on tract.Conservation system being actively applied  
Wetland Status : Wetland determinations not complete  
WL Violations : None  
Owners : MYRNA J SCHENCK LIVING TRUST  
Other Producers : JOE SNYDER  
Recon ID : 18-161-2012-29

### Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
152.65	86.05	86.05	0.00	0.00	0.00	0.00	0.0



# FSA INFORMATION





# **DRAINAGE INFORMATION**



# DRAINAGE INFORMATION

## Schenck Farm



### Drainage Tile Improvements Completed 3/2012

- Cost \$9,679.97
- Buell Drainage LLC Contractor
- Est. Surface Area Improved:  
60 Acres or \$161.33/Acre
- All Plastic Tile



Union County



# PRELIMINARY TITLE

# PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

**NOTICE**

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

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

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a 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.

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

27C170A

ALTA Commitment for Title Insurance (07-01-2021)

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(23110144.PFD231101448)



# PRELIMINARY TITLE

- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I-Requirements; and
    - f. Schedule B, Part II-Exceptions; and
    - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
  4. **COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
  5. **LIMITATIONS OF LIABILITY**
    - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      - i. comply with the Schedule B, Part I-Requirements;
      - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      - iii. acquire the Title or create the Mortgage covered by this Commitment.
    - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
    - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
    - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
    - e. The Company is not liable for the content of the Transaction Identification Data, if any.

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27C170A

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(23110144.PFD;23110144.8)

# PRELIMINARY TITLE

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**  
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**  
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**  
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
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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(23110144.PFD/23110144/6)

# PRELIMINARY TITLE

Freedom Title Company, Inc.

By:   
Freedom Title Company, Inc.

Fidelity National Title Insurance Company

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

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(23110144.PFD/23110144/8)



# PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

Issuing Agent: Freedom Title Company, Inc.  
Issuing Office: 700 East Main St., Richmond, IN 47374  
Issuing Office's ALTA® Registry ID: 0044380  
Loan ID No.:  
Commitment No.: 23110144  
Issuing Office File No.: 23110144  
Property Address: W Byrd Rd, Liberty, IN 47353  
Revision No.:

## SCHEDULE A

1. Commitment Date: November 20, 2023 at 08:00 AM
2. Policy to be issued:
  - a. ALTA Own. Policy (7/1/2021)  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below  
Proposed Amount of Insurance: \$ 159,600.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Myrna J. Schenck and Lisa Schenck as Co-Trustees of the Joint Revocable Trust of Jack M. Schenck and Myrna J. Schenck under date of November 16, 2019.
5. The Land is described as follows:  
  
Situated in Union County, State of Indiana. See Exhibit A attached hereto and made a part hereof.

**FIDELITY NATIONAL TITLE INSURANCE  
COMPANY**

By:   
Freedom Title Company, Inc.

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27C170 Sch. A

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# PRELIMINARY TITLE



Fidelity National Title Insurance Company

## SCHEDULE B, PART I - Requirements

Commitment No.: 23110144

File No. 23110144

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. 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, addition exceptions or requirements after the designation of the Proposed Insured.
6. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount (2) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
7. A Trustees Deed from Lisa Schenck as Trustee of the Joint Revocable Trust of Jack M. Schenck and Myrna J. Schenck under date of November 16, 2019, to proposed insured purchaser.  
  
Deed to recite that Lisa Schenck is the duly qualified Trustee of the Joint Revocable Trust of Jack M. Schenck and Myrna J. Schenck under date of November 16, 2019, that said trust is in writing and in force and effect on the date of the deed; and, the Trustee is authorized by said trust to make the conveyance.
8. The Company requires a copy of the Trust Agreement and any amendments, or a currently executed Certification of Trust pursuant to IC 30-4-4-5, for review prior to the issuance of any title insurance predicated upon a conveyance by Myrna J. Schenck and Lisa Schenck as Co-Trustees of the Joint Revocable Trust of Jack M. Schenck and Myrna J. Schenck under date of November 16, 2019.  
  
The Company reserves the right to add additional items or make further requirements after review of the requested documentation.
9. A copy of the plat of proposed survey is to be reviewed and stamped "approved" by Union County Planning Commission, and recorded.
10. A Vendor's Affidavit to be furnished.
11. NOTE: If a conveyance document is to be recorded, a sales disclosure form must be filed in the Union County Auditor's office.

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# PRELIMINARY TITLE

## SCHEDULE B (Continued)

Commitment No.: 23110144

File No. 23110144

NOTE: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for EACH policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.

NOTE: Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. [Sign, Print or Type Name]."  
Additionally, pursuant to IC 35-2-7.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the county recorder since the law's inception in 2005 and will continue to be collected until further notice.

12. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1.

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# PRELIMINARY TITLE

## SCHEDULE B (Continued)

Commitment No.: 23110144

File No. 23110144

### SCHEDULE B, PART II - Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes assessed for the year 2022 due and payable in 2023.  
Taxing Unit: Brownsville TWP  
Tax Parcel / State ID #81-03-35-500-001,000-001  
Auditor's Legal: 35-12-2 158.00A (not split for tax purposes)  
Assessed Value: Land \$25,000.00, Improvements \$134,600.00  
Mortgage Exemption \$0.00, Supplemental Exemption \$0.00, Standard Deduction \$0.00.  
a) First Installment: \$1,597.34, paid,  
b) Second Installment: \$1,597.34 less partial payment \$1,597.00 = \$0.34, not posted, if paid
8. Taxes assessed for the year 2023 due and payable in 2024, a lien not yet due and payable.
9. Taxes for subsequent years which are not yet due and payable.
10. The Company assumes no liability for increases in the amount of real estate taxes as shown above 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.
11. Municipal assessments, if any, assessed against the land.
12. Rights of the Public, the State of Indiana, and County of Union and the municipality in and to that part of the premises taken or used for road purposes.

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# PRELIMINARY TITLE

## SCHEDULE B (Continued)

Commitment No.: 23110144

File No. 23110144

13. Right of way for drainage tiles, ditches, feeders and laterals, if any.
14. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
15. Rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.
16. Any adverse claim based upon assertion that
  - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of Richland Creek.
  - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
  - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Richland Creek, or has been formed by accretion to such portion so created.
17. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
18. NOTE: We reserve the right to make additional exceptions or requirements upon receipt of a survey, if any.
19. NOTE: Subject to an examination for judgments against the proposed insured.
20. 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.

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# PRELIMINARY TITLE

## EXHIBIT A

Part of the Northwest Quarter of Section 35, Township 12 North, Range 2 West, Brownsville Township, Union County, Indiana described as follows:

Beginning at the southwest corner of a certain 5 acre tract owned by Beauford E. Gavin, Jr. and Patricia J. Gavin, recorded in Deed Record 69, pages 588-590, Office of the Recorder of Union County, Indiana, said corner being South 88 degrees 58 minutes 52 seconds East (assumed bearing) 656.92 feet and South 00 degrees 00 minutes 00 seconds West 722.00 feet from a railroad spike found at the northwest corner of said Northwest Quarter; thence along the west line of said 5 acre tract North 00 degrees 00 minutes 00 seconds East 270.55 feet; thence South 54 degrees 07 minutes 35 seconds East 267.13 feet to an iron rebar stake; thence North 90 degrees 00 minutes 00 seconds East 83.42 feet to the east line of said 5 acre tract; thence along said east line South 00 degrees 00 minutes 00 seconds West 119.35 feet to the southeast corner of said 5 acre tract; thence along the south line of said 5 acre tract North 88 degrees 58 minutes 52 seconds West 299.93 feet to the point of beginning, containing 1.198 acre.

### ALSO:

The Northwest Quarter of Section Thirty-Five (35) Township Twelve (12) North of Range Two (2) West, containing one hundred and sixty (160) acres more or less.

ALSO: A part of the Northeast Quarter of said Section, Township and Range aforesaid, bounded as follows, commencing at the southwest corner of said quarter, running thence with the half section line to Richland Creek, thence with the meanderings of said Creek to where the line dividing the northeast and northwest quarters of said section intersects the same, containing three (3) acres, more or less.

EXCEPT the following described real estate:

A part of the Northwest Quarter of Section 35, Township 12 North, Range 2 West of the First Principal Meridian, located in Brownsville Township, Union County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 35, T 12 N, R 2 W, thence S 88° 58' 52" E (assumed bearing) along the North line of said quarter 657.00 feet to a



# PRELIMINARY TITLE

railroad spike, the Point of Beginning; thence continuing S 88° 58' 52" E, along the North line of said quarter 300.00 feet to a railroad spike; thence S 00° 00' 00" E, a distance of 250.00 feet; thence N 88° 58' 52" W, parallel to the North line of said quarter 120.00 feet; thence S 00° 00' 00" E, a distance of 115.00 feet; thence S 88° 58' 52" E, parallel to the North line of said quarter 120.00 feet; thence S 00° 00' 00" E, a distance of 407.00 feet; thence N 88° 58' 52" W, parallel to the North line of said quarter 300.00 feet to an iron pin; thence N 00° 00' 00" E, a distance of 772.00 feet to the Point of Beginning, containing 5 acres, more or less; subject however to the Right of Way for the County road and all easements of record.

Except: Part of the Northwest Quarter of Section 35, Township 12 North, Range 2 West, Brownsville Township, Union County, Indiana described as follows:


Beginning at a mag nail on the north line of said quarter section and within Byrd Road that is South 88 degrees 58 minutes 52 seconds East (assumed bearing) 623.05 feet from the railroad spike found at the northwest corner of said Northwest Quarter; thence South 88 degrees 58 minutes 52 seconds East 33.87 feet to a railroad spike found at the northwest corner of a certain 5 acre tract owned by Beauford E. Gavin, Jr. and Patricia J. Gavin, recorded in Deed Record 69, pages 588-590, Office of the Recorder of Union County, Indiana; thence along the west line of said 5 acre tract South 00 degrees 00 minutes 00 seconds West 501.45 feet; thence North 54 degrees 07 minutes 35 seconds West 41.79 feet to an iron rebar stake; thence North 00 degrees 00 minutes 00 seconds East 477.57 feet to the point of beginning containing 0.381 acre.

Except: Beginning at a railroad spike at the northeast corner of a certain 5 acre tract owned by Beauford E. Gavin, Jr. and Patricia J. Gavin, recorded in Deed Record 69; pages 588-590, Office of the Recorder of Union County, Indiana, said corner being South 88 degrees 58 minutes 52 seconds East (assumed bearing) 956.85 feet from a railroad spike found at the northwest corner of the Northwest Quarter of Section 35, Township 12 North, Range 2 West; thence along the north line of said quarter section and within Byrd Road South 88 degrees 58 minutes 52 seconds East 33.19 feet to a mag nail; thence South 00 degrees 00 minutes 00 seconds West 652.07 feet to an iron rebar stake; thence South 90 degrees 00 minutes 00 seconds West 33.18 feet to the east line of said 5 acre tract; thence along the boundaries of said 5 acre tract the following 5 calls, to-wit: (1) North 00 degrees 00 minutes 00 seconds East 287.66 feet (2) North 88 degrees 58 minutes 52 seconds West 120.00 feet, (3) North 00 degrees 00 minutes 00 seconds East 115.00 feet (4) South 88 degrees 58 minutes 52 seconds East 120.00 feet, and (5) North 00 degrees 00 minutes 00 seconds East 250.00 feet to the point of beginning, containing 0.814 acre.

# PRELIMINARY TITLE

Recorded Deed Farm.pdf

file:///Users/lisaschenck/Downloads/Recorded%20Deed%20Farm.pdf

2019001511 TRUSTEED \$25.00  
12/20/2019 11:05:59A 4 PGS  
LAVINIA HERZOG  
UNION County Recorder IN  
Recorded as Presented  


## TRUSTEE'S DEED

Tax Parcel Nos. 81-03-35-202-009.000-001  
81-03-35-500-001.000-001

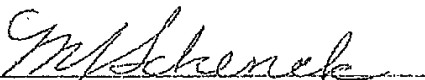
THIS INDENTURE WITNESSETH, that Myrna J. Schenck as Successor Trustee to Jack M. Schenck of the Myrna J. Schenck Living Trust under date of July 14, 2011, as (Grantor), CONVEYS to Myrna J. Schenck and Lisa Schenck as Co-Trustees of the Joint Revocable Trust of Jack M Schenck and Myrna J. Schenck under date of November 16, 2019 (Grantees), the following described real estate in Union County, Indiana:

See attached Exhibit A.

Commonly known as: W. Byrd Road, Liberty, Indiana 47353

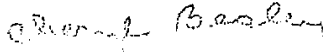
Return Deed and tax statements to Grantees at 8421 Quail Hollow Road Indianapolis, IN 46260.

IN WITNESS WHEREOF, Grantor has executed this deed this 13 day of December, 2019.

By:   
Myrna J. Schenck as Successor Trustee to Jack M. Schenck of the Myrna J. Schenck Living Trust under date of July 14, 2011

DULY ENTERED FOR TAXATION,  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

DEC 20 2019

  
LAVINIA HERZOG  
RECORDER UNION COUNTY

# PRELIMINARY TITLE

Recorded Deed Farm.pdf

file:///Users/lisaschenck/Downloads/Recorded%20Deed%20Farm.pdf

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Manion )

BRENDA PORTERFIELD  
NOTARY PUBLIC - SEAL  
STATE OF INDIANA  
COMMISSION NUMBER 574811  
MY COMMISSION EXPIRES OCT. 28, 2023

Before me, a Notary Public, in and for said County and State, personally appeared Myrna J. Schenek as Successor Trustee to Jack M. Schenk of the Myrna J. Schenk Living Trust under date of July 14, 2011, who acknowledged the execution of the foregoing Trustee's Deed, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 13 day of December, 2019.

October 28, 2023  
My Commission Expires

Brenda Porterfield  
Notary Public

Hamilton  
My County of Residence

Brenda Porterfield  
Printed

674811  
My Commission No.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Steven C. Robinson

THIS INSTRUMENT PREPARED BY: Steven C. Robinson, Esq., ROBINSON & FARTHING LLC, 8500 Keystone Crossing, Suite 470, Indianapolis, Indiana 46240.



# PRELIMINARY TITLE

Recorded Deed Farm.pdf

file:///Users/lisaschenck/Downloads/Recorded%20Deed%20Farm.pdf

## EXHIBIT A

### **Parcel No. 81-03-35-202-009.000-001**

Part of the Northwest Quarter of Section 35, Township 12 North, Range 2 West, Brownsville Township, Union County, Indiana described as follows:

Beginning at the southwest corner of a certain 5 acre tract owned by Beauford E. Gavin, Jr. and Patricia J. Gavin, recorded in Deed Record 69, pages 588-590, Office of the Recorder of Union County, Indiana, said corner being South 88 degrees 58 minutes 52 seconds East (assumed bearing) 656.92 feet and South 00 degrees 00 minutes 00 seconds West 722.00 feet from a railroad spike found at the northwest corner of said Northwest Quarter; thence along the west line of said 5 acre tract North 00 degrees 00 minutes 00 seconds East 270.55 feet; thence South 54 degrees 07 minutes 35 seconds East 267.13 feet to an iron rebar stake; thence North 90 degrees 00 minutes 00 seconds East 83.42 feet to the east line of said 5 acre tract; thence along said east line South 00 degrees 00 minutes 00 seconds West 119.35 feet to the southeast corner of said 5 acre tract; thence along the south line of said 5 acre tract North 88 degrees 58 minutes 52 seconds West 299.93 feet to the point of beginning, containing 1.198 acre.

### **Parcel No. 81-03-35-500-001.000-001**

The Northwest Quarter of Section Thirty-Five (35) Township Twelve (12) North of Range Two (2) West, containing one hundred and sixty (160) acres more or less.

ALSO: A part of the Northeast Quarter of said Section, Township and Range aforesaid, bounded as follows, commencing at the southwest corner of said quarter, running thence with the half section line to Richland Creek, thence with the meanderings of said Creek to where the line dividing the northeast and northwest quarters of said section intersects the same, containing three (3) acres, more or less.

EXCEPT the following described real estate:

A part of the Northwest Quarter of Section 35, Township 12 North, Range 2 West of the First Principal Meridian, located in Brownsville Township, Union County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 35, T 12 N, R 2 W, thence S 88° 58' 52" E (assumed bearing) along the North line of said quarter 657.00 feet to a

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railroad spike, the Point of Beginning; thence continuing S 88° 58' 52" E, along the North line of said quarter 300.00 feet to a railroad spike; thence S 00° 00' 00" E, a distance of 250.00 feet; thence N 88° 58' 52" W, parallel to the North line of said quarter 120.00 feet; thence S 00° 00' 00" E, a distance of 115.00 feet; thence S 88° 58' 52" E, parallel to the North line of said quarter 120.00 feet; thence S 00° 00' 00" E, a distance of 407.00 feet; thence N 88° 58' 52" W, parallel to the North line of said quarter 300.00 feet to an iron pin; thence N 00° 00' 00" E, a distance of 772.00 feet to the Point of Beginning, containing 5 acres, more or less; subject however to the Right of Way for the County road and all easements of record.

Except: Part of the Northwest Quarter of Section 35, Township 12 North, Range 2 West, Brownsville Township, Union County, Indiana described as follows:

Beginning at a mag nail on the north line of said quarter section and within Byrd Road that is South 88 degrees 58 minutes 52 seconds East (assumed bearing) 623.05 feet from the railroad spike found at the northwest corner of said Northwest Quarter; thence South 88 degrees 58 minutes 52 seconds East 33.87 feet to a railroad spike found at the northwest corner of a certain 5 acre tract owned by Beauford E. Gavin, Jr. and Patricia J. Gavin, recorded in Deed Record 69, pages 588-590, Office of the Recorder of Union County, Indiana; thence along the west line of said 5 acre tract South 00 degrees 00 minutes 00 seconds West 501.45 feet; thence North 54 degrees 07 minutes 35 seconds West 41.79 feet to an iron rebar stake; thence North 00 degrees 00 minutes 00 seconds East 477.57 feet to the point of beginning containing 0.381 acre.

Except: Beginning at a railroad spike at the northeast corner of a certain 5 acre tract owned by Beauford E. Gavin, Jr. and Patricia J. Gavin, recorded in Deed Record 69, pages 588-590, Office of the Recorder of Union County, Indiana, said corner being South 88 degrees 58 minutes 52 seconds East (assumed bearing) 956.85 feet from a railroad spike found at the northwest corner of the Northwest Quarter of Section 35, Township 12 North, Range 2 West; thence along the north line of said quarter section and within Byrd Road South 88 degrees 58 minutes 52 seconds East 33.19 feet to a mag nail; thence South 00 degrees 00 minutes 00 seconds West 652.07 feet to an iron rebar stake; thence South 90 degrees 00 minutes 00 seconds West 33.18 feet to the east line of said 5 acre tract; thence along the boundaries of said 5 acre tract the following 5 calls, to-wit: (1) North 00 degrees 00 minutes 00 seconds East 287.66 feet (2) North 88 degrees 58 minutes 52 seconds West 120.00 feet, (3) North 00 degrees 00 minutes 00 seconds East 115.00 feet (4) South 88 degrees 58 minutes 52 seconds East 120.00 feet, and (5) North 00 degrees 00 minutes 00 seconds East 250.00 feet to the point of beginning, containing 0.814 acre.

# PHOTOS



# PHOTOS







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