

Eastern Indiana Land AUCTION

EC Indiana • Henry County • 2024 Crop Rights

114± Acres

offered in 5 Tracts

INFORMATION BOOKLET

- *Shenandoah School System*

Thursday,
December 21st
7:00 PM EST

Held at the W. G. Smith Auditorium
New Castle, IN

800-451-2709 | SchraderAuction.com



DISCLAIMER:

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

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

OWNER: JOSH & CANDI NORRIS

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

AC63001504, AU10100108



SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

TERMS AND CONDITIONS:

PROCEDURE: The property will be offered in 5 individual tracts, any combination of tracts and as a total 114± acre unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

DOWN PAYMENT: 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check. **YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING**, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

ACCEPTANCE OF BID PRICES: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers' acceptance or rejection.

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

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The targeted closing date will be approximately 30 days after the auction.

POSSESSION: At closing subject to 2023 farm crop rights.

REAL ESTATE TAXES: Real estate taxes will be prorated to date of closing. 2022/2023 taxes were \$3,488 or about \$32/acre.

FARM PROGRAM INFO: Farm #5045, Tract 29449 and Farm #6658, Tract 30892. Contact Auction Manager for crop base information.

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

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

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

purchases will receive a perimeter survey only.

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

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

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For Information Call Auction Manager: Mark Smithson, 765-744-1846



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

THURSDAY, DECEMBER 21, 2023

114± ACRES – MIDDLETOWN, 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 Thursday, December 14, 2023.

Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

Note: If you will be bidding for a partnership, corporation or other entity, you must bring documentation with you to the auction which authorizes you to bid and sign a Purchase Agreement on behalf of that entity.

I hereby agree to comply with terms of this sale including, but not limited to, paying all applicable buyer's premiums, and signing and performing in accordance with the contract if I am the successful bidder. Schrader Real Estate and Auction Company, Inc. represents the Seller in this transaction.

Signature: _____ Date: _____

Online Auction Bidder Registration
114± Acres • Henry County, Indiana
Thursday, December 21, 2023

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder's Package for the auction being held on Thursday, December 21, 2023 at 7:00 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, Thursday, December 14, 2023**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

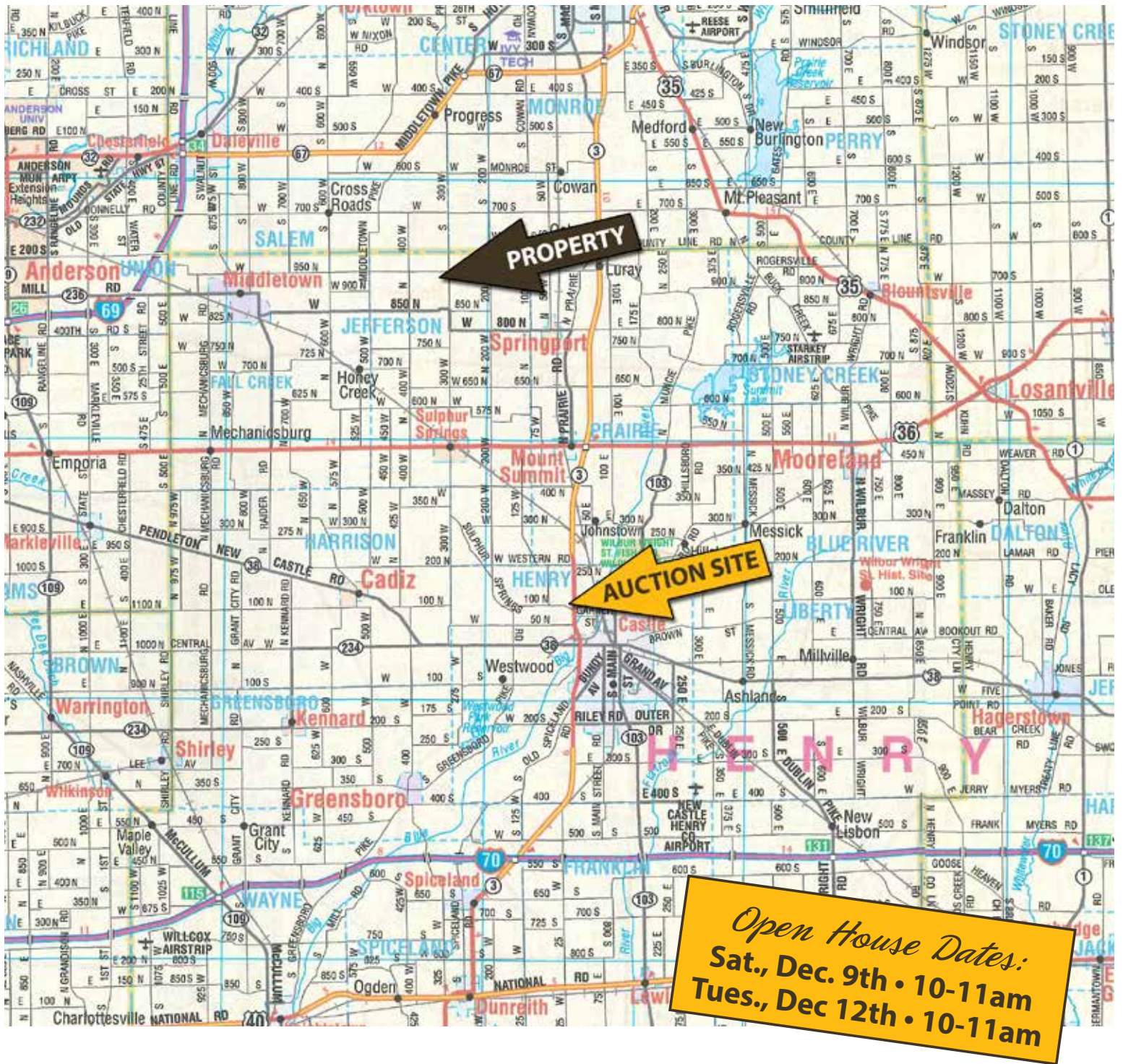
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

E-mail address of registered bidder: _____

Thank you for your cooperation. We hope your online bidding experience is satisfying and convenient. If you have any comments or suggestions, please send them to:
kevin@schraderauction.com or call Kevin Jordan at 260-244-7606.

LOCATION & AERIAL TRACT MAP

LOCATION MAP



Auction Location: W.G. Smith Auditorium, Henry Co. Memorial Park,
2221 N. Memorial Dr., New Castle, IN 47362.

Property Location: 3235 W CR 950 North, Middelton, IN. From the
north side of New Castle, travel north on SR 3 approximately 9 miles to Henry Co.
Road 950 North, then west 4 miles to the property.

Section 25, Township 19 N, Range 9 E, Jefferson Twp., Henry County, IN
Section 30, Township 19 N, Range 10 E, Jefferson Twp., Henry County, IN

AERIAL MAP



Tract Descriptions:

TRACT 1: 48.2± ACRES. All tillable land with high quality Cyclone and Crosby soils. About 1500' of frontage along CR 300W. This is an excellent investment quality parcel.

TRACT 2: 13.2± ACRES. All tillable with investment quality Cyclone and Crosby soils. Consider combining with Tracts 3 or 4. County tile crosses tract for drainage outlet. Frontage along CR 950N.

TRACT 3: 30.3± ACRES. All tillable investment quality tract with Cyclone and Crosby soils. County tile crosses tract for drainage outlet. Bid your price on this high-quality parcel. Frontage along CR 950N.

TRACT 4: 16.8± ACRES. Nice, all wooded hunting and recreational tract. 50' wide deeded access to CR 300W included only if sold as an individual parcel and not in any combination with other tracts.

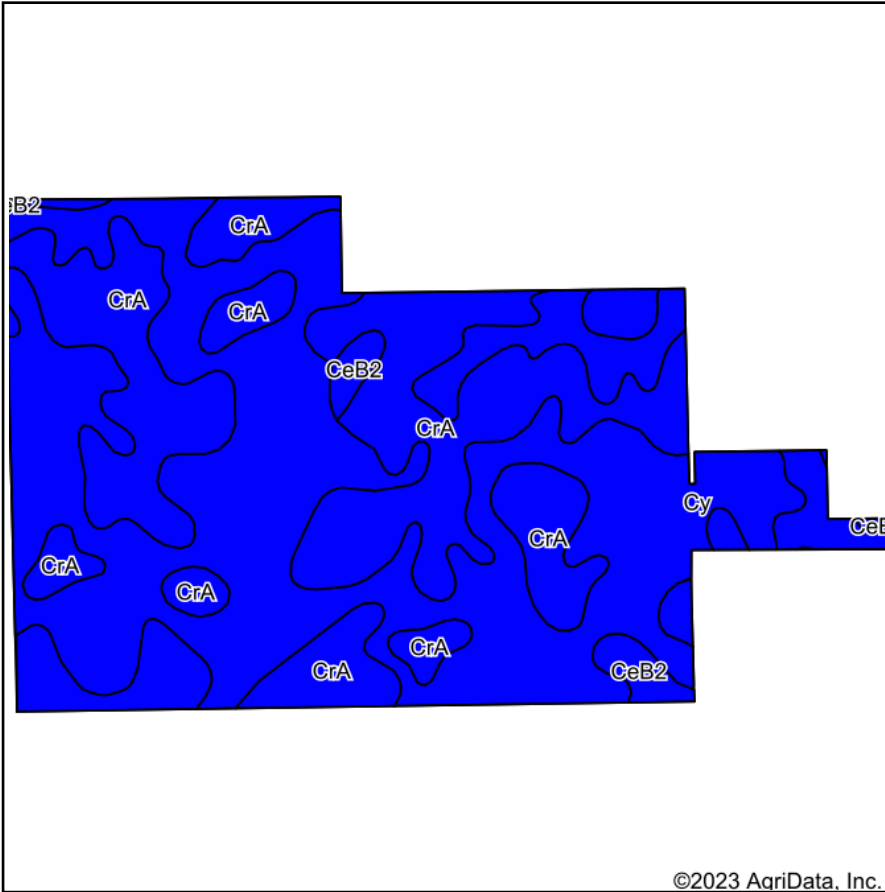
TRACT 5: 5.3± ACRES. All tillable tract with frontage along CR 300W. Cyclone and Crosby soils.

COUNTY TILE MAP



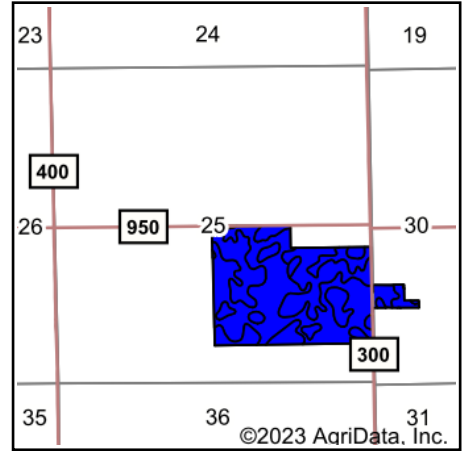
SOIL INFORMATION

SOIL MAP



©2023 AgriData, Inc.

Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Henry**
 Location: **25-19N-9E**
 Township: **Jefferson**
 Acres: **115.21**
 Date: **11/21/2023**



Maps Provided By:

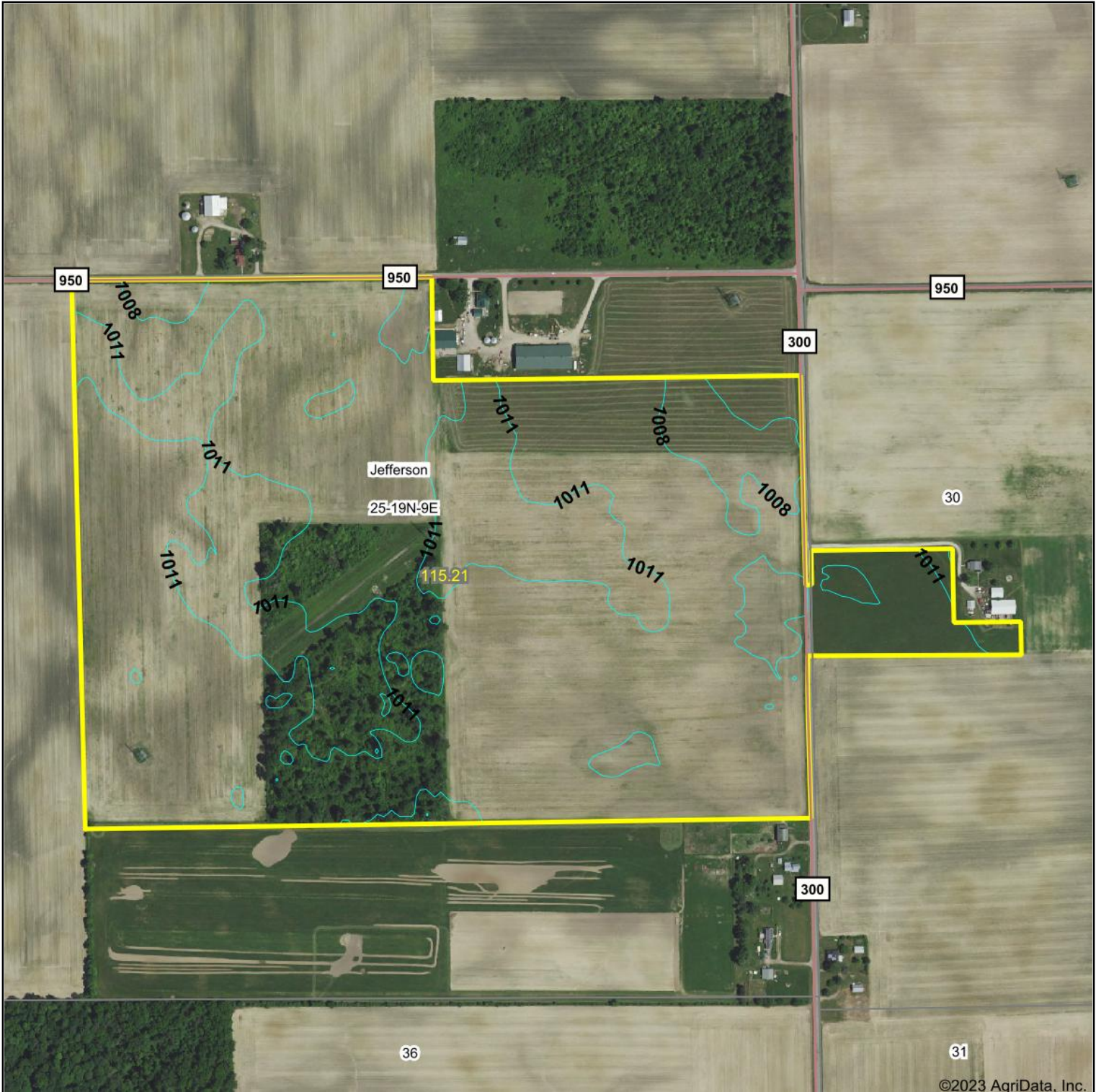
 CUSTOMIZED ONLINE MAPPING
 © AgriData, Inc. 2023 www.AgriDataInc.com



Area Symbol: IN065, Soil Area Version: 25														
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfalfa hay Tons	Corn Bu	Grass legume hay Tons	Oats Bu	Pasture AUM	Soybeans Bu	Tall fescue AUM	Wheat Bu	Winter wheat Bu
Cy	Cyclone silty clay loam, 0 to 2 percent slopes	62.33	54.1%		llw		185	6		13	65			75
CrA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	50.44	43.8%		llw		142	5		9	52			55
CeB2	Celina silt loam, 2 to 6 percent slopes, eroded	2.44	2.1%		lle	4	125	4	67	8	40	6	43	52
Weighted Average					2.00	0.1	164.9	5.5	1.4	11.1	58.8	0.1	0.9	65.8

Soils data provided by USDA and NRCS.

TOPO CONTOURS MAP



©2023 AgriData, Inc.



Source: USGS 10 meter dem

Interval(ft): 3.0

Min: 1,006.7

Max: 1,014.4

Range: 7.7

Average: 1,009.9

Standard Deviation: 1.28 ft



11/21/2023

25-19N-9E
Henry County
Indiana



Boundary Center: 40° 4' 0.04, -85° 26' 44.95



FSA INFORMATION

FSA INFORMATION

INDIANA
HENRY
Form: FSA-156EZ



FARM : 6658
Prepared : 11/20/23 8:37 AM CST
Crop Year : 2024

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : JOSHUA PAUL MANUEL NORRIS
CRP Contract Number(s) : None
Recon ID : 18-065-2008-96
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
6.88	4.80	4.80	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	4.80	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	2.30	0.00	149	
Soybeans	2.30	0.00	42	0
TOTAL	4.60	0.00		

NOTES

Tract Number : 30892
Description : E2/2A S 30 T 19N R 10E
FSA Physical Location : INDIANA/HENRY
ANSI Physical Location : INDIANA/HENRY
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : JOSHUA PAUL MANUEL NORRIS
Other Producers : None
Recon ID : 18-065-2008-95

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
6.88	4.80	4.80	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
HENRY
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 6658
Prepared : 11/20/23 8:37 AM CST
Crop Year : 2024

Tract 30892 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	4.60	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	2.30	0.00	149
Soybeans	2.30	0.00	42
TOTAL	4.60	0.00	

NOTES

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

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

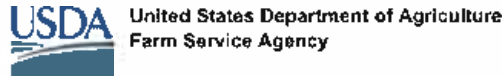
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the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

FSA INFORMATION



FSA INFORMATION

INDIANA
HENRY
Form: FSA-156EZ



FARM : 5045
Prepared : 11/20/23 8:39 AM CST
Crop Year : 2024

See Page 3 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : JOSHUA PAUL MANUEL NORRIS
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/IF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
119.65	98.23	98.23	0.00	0.00	0.00	0.00	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	98.23	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	8.11	0.00	75	
Corn	46.26	0.00	154	
Soybeans	43.86	0.00	50	0
TOTAL	98.23	0.00		

NOTES

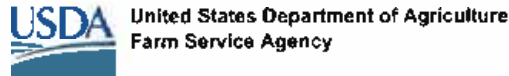
Tract Number : 29449
Description : E2/1A S 25 T 19N R 9E
FSA Physical Location : INDIANA/HENRY
ANSI Physical Location : INDIANA/HENRY
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Tract contains a wetland or farmed wetland
WL Violations : None
Owners : JOSHUA PAUL MANUEL NORRIS
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
108.21	91.83	91.83	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
HENRY
Form: FSA-156EZ



Abbreviated 156 Farm Record

FARM : 5045
Prepared : 11/20/23 8:39 AM CST
Crop Year : 2024

Tract 29449 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	91.83	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	4.33	0.00	75
Corn	46.26	0.00	154
Soybeans	41.24	0.00	50
TOTAL	91.83	0.00	

NOTES

Tract Number : 29450
Description : E2/1A S 25 T 19N R 9E
FSA Physical Location : INDIANA/HENRY
ANSI Physical Location : INDIANA/HENRY
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : JOSHUA PAUL MANUEL NORRIS
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
11.44	6.40	6.40	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	6.40	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	3.78	0.00	75
Soybeans	2.62	0.00	50
TOTAL	6.40	0.00	

NOTES

FSA INFORMATION

USDA Farm 5045 Tract 29449 2023 Certification map prepared on: 3/28/2023

Administered by: Henry County, Indiana 108.21 Tract acres

OP: NORRIS, JOSHUA PAUL MANUEL 91.83 Cropland acres

OW: NORRIS, JOSHUA PAUL MANUEL 0 CRP acres

Source: Primarily USDA NAIP 2022 imagery, DHS or Dynamap roads; FSA data 2023-03 28 16:09:09

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

Westland Determination Identifiers:

- CRP
- CLU
- Restricted Use TRS: 19N9E25
- ▲ Limited Restrictions Henry
- Exempt from Conservation Compliance Provisions



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.

1	CLU Acres	HEL LC Contract	Prac Yr	CI
	91.83	N	2	Y



COUNTY TAX INFORMATION

TAX INFORMATION - TRACTS 1-4

Henry County, IN

Property Record Card

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

Summary

Parcel ID 008-00906-00
 Alternate ID 33-02-25-000-401.000-017
 Property Address W COUNTY ROAD 950 N
 MIDDLETOWN, IN 47356
 Brief Tax Description PT SE1/4 25-19-9 108.553A
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Tax Rate

1.9231

Owners

Deeded Owner
[NORRIS JOSHUA PAUL MANUEL](#)
 3235 W County Road 950 N
 Middletown, IN 47356

Taxing District

County: Henry
 Township: JEFFERSON TOWNSHIP
 State District: 017 JEFFERSON TOWNSHIP
 Local District: 008
 School Corp: SHENANDOAH
 Neighborhood: 0008C000-017 0008C000-017 C AV

Site Description

Topography:
 Public Utilities: Electricity
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 108.553

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
PUBLIC ROAD/ROW		0	0	1.5000	\$1,900.00	\$1,900.00	\$2,850.00	(\$100.00)	\$0.00
FARM BUILDINGS	CEB2	0	0	0.0300	\$1,900.00	\$1,463.00	\$43.89	(\$40.00)	\$30.00
TILLABLE LAND	CEB2	0	0	1.9870	\$1,900.00	\$1,463.00	\$2,906.98	\$0.00	\$2,910.00
TILLABLE LAND	CRA	0	0	41.7850	\$1,900.00	\$1,938.00	\$80,979.33	\$0.00	\$80,980.00
WOODLAND	CRA	0	0	4.0730	\$1,900.00	\$1,938.00	\$7,893.47	(\$80.00)	\$1,580.00
FARM BUILDINGS	CRA	0	0	0.4290	\$1,900.00	\$1,938.00	\$831.40	(\$40.00)	\$500.00
FARM BUILDINGS	CY	0	0	0.6290	\$1,900.00	\$2,432.00	\$1,529.73	(\$40.00)	\$920.00
WOODLAND	CY	0	0	8.9450	\$1,900.00	\$2,432.00	\$21,754.24	(\$80.00)	\$4,350.00
TILLABLE LAND	CY	0	0	49.1750	\$1,900.00	\$2,432.00	\$119,593.60	\$0.00	\$119,590.00

Valuation

Assessment Year	2023	2022	2021	2020	2019
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/6/2023	4/6/2022	4/2/2021	3/29/2020	4/7/2019
Land	\$210,900	\$166,500	\$143,100	\$142,100	\$173,100
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$210,900	\$166,500	\$143,100	\$142,100	\$173,100
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$210,900	\$166,500	\$143,100	\$142,100	\$173,100
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$210,900	\$166,500	\$143,100	\$142,100	\$173,100
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

TAX INFORMATION - TRACTS 1-4

Tax History

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$1,600.98	\$1,431.00	\$1,421.00	\$1,731.00	\$1,787.00
+ Spring Penalty	\$160.10	\$143.10	\$0.00	\$173.10	\$178.70
+ Spring Annual	\$286.20	\$0.00	\$0.00	\$357.40	\$0.00
+ Fall Tax	\$1,600.98	\$1,431.00	\$1,421.00	\$1,731.00	\$1,787.00
+ Fall Penalty	\$0.00	\$143.10	\$0.00	\$173.10	\$178.70
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$357.40	\$0.00
+ Delq NTS Tax	\$1,431.00	\$0.00	\$1,731.00	\$1,787.00	\$1,869.26
+ Delq NTS Pen	\$143.10	\$0.00	\$530.50	\$178.70	\$775.64
+ Delq TS Tax	\$1,431.00	\$0.00	\$5,305.00	\$1,787.00	\$7,756.32
+ Delq TS Pen	\$143.10	\$0.00	\$887.90	\$178.70	\$1,775.46
+ Other Assess	\$1,093.50	\$534.60	\$1,652.40	\$1,166.40	\$2,106.29
	505-Isaac Bowers - \$1,093.50	505-Isaac Bowers - \$534.60	505-Isaac Bowers - \$1,652.40	505-Isaac Bowers - \$1,166.40	505-Isaac Bowers - \$2,065.50 542-Otto Sanders - \$40.79
+ 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	\$395.96	\$106.58	\$127.23	\$22.52
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$7,889.96	\$3,682.80	\$12,948.80	\$9,620.80	\$18,214.37
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits			(\$12,948.80)		(\$13,748.37)
= Total Due	\$7,889.96	\$3,682.80	\$0.00	\$9,620.80	\$4,466.00

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

Other Assessments

Tax Year	Number	Name	Acreage	Rate Code	Rate/Acre	Minimum	Amount
2022 Pay 2023	980788	505-ISAAC BOWERS	81	ADV RATE	6	25	1093.5
2021 Pay 2022	980788	505-ISAAC BOWERS	81	ADV RATE	6	25	534.6
2020 Pay 2021	980788	505-ISAAC BOWERS	81	ADV RATE	6	25	1652.4
2019 Pay 2020	980788	505-ISAAC BOWERS	81	ADV RATE	6	25	1166.4
2018 Pay 2019	980788	505-ISAAC BOWERS	81	ADV RATE	6	25	2065.5

Homestead Assessments

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$166,500.00	\$143,100.00	\$142,100.00	\$173,100.00	\$178,700.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Circuit Break Allocations for 2018

Caps		Land	Improvement	Total
1%	Homestead	0	0	0
2%	Residential	0	0	0
3%	Non-Residential	0	0	0
2%	Long Term Care	0	0	0
2%	Agriculture Non Res	178,700	0	178,700
	Total	178,700	0	178,700

TAX INFORMATION - TRACTS 1-4

Payments

Year	Receipt #	Transaction Date	Amount
2022 Pay 2023			\$0.00
2021 Pay 2022			\$0.00
2020 Pay 2021	2153121	11/10/2021	\$1,664.00
2020 Pay 2021	2134427	5/10/2021	\$11,284.80
2019 Pay 2020			\$0.00
2018 Pay 2019	1998604	12/4/2018	\$13,748.37
2017 Pay 2018			\$0.00
2016 Pay 2017			\$0.00
2015 Pay 2016	1885638	11/10/2016	\$1,135.25
2015 Pay 2016	1870171	8/11/2016	\$7,054.27
2015 Pay 2016	1869586	7/5/2016	\$1,564.98

Transfer History (Assessor)

Date	New Owner	Doc ID	Book/Page	Sale Price
4/5/2013	NORRIS JOSHUA PAUL MANUEL			\$0.00
1/1/2010	NORRIS TIMM			\$0.00

Forms and Applications

Geothermal/Solar Deduction

Homestead Deduction

No data available for the following modules: Residential, Improvements, Deductions, Sketches, Photos, Property History, Assessment Appeals Process.

The maps and data available for access at this website are provided 'as is' without warranty or any representation of accuracy, timeliness or completeness.

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TAX INFORMATION - TRACT 5

Henry County, IN

Property Record Card

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

Summary

Parcel ID 008-02719-00
 Alternate ID 33-03-30-000-301.002-017
 Property Address 9354 N COUNTY ROAD 300 W
 MIDDLETOWN, IN 47356
 Brief Tax Description PT SW1/4 30-19-10 5.32A
 (Note: Not to be used on legal documents)
 Class 100: Vacant Land

Tax Rate

1.9231

Owners

Deeded Owner
 NORRIS JOSHUA PAUL TIM MANUEL NORRIS JT RS
 3235 W County Road 950 N
 Middletown, IN 47356

Taxing District

County: Henry
 Township: JEFFERSON TOWNSHIP
 State District: 017 JEFFERSON TOWNSHIP
 Local District: 008
 School Corp: SHENANDOAH
 Neighborhood: 0008C000-017 0008C000-017 C AV

Site Description

Topography: Flat
 Public Utilities: Electricity
 Street or Road: Paved
 Area Quality: Static
 Parcel Acreage: 5.32

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
PUBLIC ROAD/ROW		0	0	.23	\$1,900.00	\$1,900.00	\$437.00	(\$100.00)	\$0.00
TILLABLE LAND	CRA	0	0	1.97	\$1,900.00	\$1,938.00	\$3,817.86	\$0.00	\$3,820.00
FARM BUILDINGS	CRA	0	0	.47	\$1,900.00	\$1,938.00	\$910.86	(\$40.00)	\$550.00
TILLABLE LAND	CY	0	0	2.46	\$1,900.00	\$2,432.00	\$5,982.72	\$0.00	\$5,980.00
TILLABLE LAND	MMB2	0	0	.05	\$1,900.00	\$1,463.00	\$73.15	\$0.00	\$70.00
FARM BUILDINGS	MMB2	0	0	.14	\$1,900.00	\$1,463.00	\$204.82	(\$40.00)	\$120.00

Valuation

Assessment Year	2023	2022	2021	2020	2019
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/6/2023	4/6/2022	4/2/2021	3/29/2020	4/7/2019
Land	\$10,500	\$8,300	\$7,200	\$7,100	\$8,700
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$10,500	\$8,300	\$7,200	\$7,100	\$8,700
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$10,500	\$8,300	\$7,200	\$7,100	\$8,700
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$10,500	\$8,300	\$7,200	\$7,100	\$8,700
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Tax History

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Tax	\$79.81	\$72.00	\$71.00	\$87.00	\$89.00

TAX INFORMATION - TRACT 5

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
+ Spring Penalty	\$7.98	\$7.20	\$7.10	\$8.70	\$8.90
+ Spring Annual	\$14.40	\$0.00	\$35.20	\$17.80	\$0.00
+ Fall Tax	\$79.81	\$72.00	\$71.00	\$87.00	\$89.00
+ Fall Penalty	\$0.00	\$7.20	\$0.00	\$8.70	\$8.90
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$17.80	\$0.00
+ Delq NTS Tax	\$72.00	\$0.00	\$87.00	\$89.00	\$93.78
+ Delq NTS Pen	\$7.20	\$0.00	\$26.50	\$8.90	\$9.38
+ Delq TS Tax	\$72.00	\$0.00	\$265.00	\$89.00	\$93.78
+ Delq TS Pen	\$7.20	\$0.00	\$44.30	\$8.90	\$9.38
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$19.92	\$5.32	\$6.39	\$1.12
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$340.40	\$158.40	\$607.10	\$422.80	\$402.12
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits			(\$607.10)		(\$206.32)
= Total Due	\$340.40	\$158.40	\$0.00	\$422.80	\$195.80

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

Homestead Assessments

	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Land	\$8,300.00	\$7,200.00	\$7,100.00	\$8,700.00	\$8,900.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Circuit Break Allocations for 2018

Caps		Land	Improvement	Total
1%	Homestead	0	0	0
2%	Residential	0	0	0
3%	Non-Residential	0	0	0
2%	Long Term Care	0	0	0
2%	Agriculture Non Res	8,900	0	8,900
	Total	8,900	0	8,900

Payments

Year	Receipt #	Transaction Date	Amount
2022 Pay 2023			\$0.00
2021 Pay 2022			\$0.00
2020 Pay 2021	2138241	9/3/2021	\$607.10
2019 Pay 2020			\$0.00
2018 Pay 2019	1998603	12/4/2018	\$206.32
2017 Pay 2018			\$0.00
2016 Pay 2017			\$0.00

Transfer History (Assessor)

Date	New Owner	Doc ID	Book/Page	Sale Price
2/15/2008	NORRIS JOSHUA PAUL TIM MANUEL NORRIS JT RS		25004/273-2008	\$60,000.00
12/21/2007	TRUSTEES UNDER TESTAMENTARY		24520/2440-2007	\$0.00
5/30/2003			5023/	\$0.00

TAX INFORMATION - TRACT 5

Property History

Create Year	Date	Effective Date	Event	Related Tax ID #	Instrument Desc	Notes
2018	5/19/2016 4:23:56 PM	5/13/2016 12:00:00 AM	S2	008-02707-00		Split 5.32A out of 008-02707-00 to create 008-02719-00 leaving 2.04A per DPD filed 5-13-2016 711-2016

Forms and Applications

[Geothermal/Solar Deduction](#)

[Homestead Deduction](#)

No data available for the following modules: Residential, Improvements, Deductions, Other Assessments, Sketches, Photos, Assessment Appeals Process.

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**PRELIMINARY
TITLE**

PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

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

Issuing Agent: IN Title Company/New Castle
Issuing Office: 1319 Indiana Ave, New Castle, IN 47382
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 20232064
Issuing Office File Number: 20232064
Property Address: 000 W CR 950 North, Middletown, IN 47356
Revision Number:

SCHEDULE A

1. Commitment Date: November 17, 2023 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual obligations under a purchase agreement with the vested owner identified in Item 4 below.
Proposed Amount of Insurance: \$
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured:
Proposed Amount of Insurance \$
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

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

Joshua Paul Manuel Norris
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By IN Title Company, Agent


Authorized Countersignature
IN Title Company, New Castle, Indiana

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

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File No. 20232064



PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

120 acres off of the North end of the southeast quarter of Section 25, Township 19 North, Range 9 East.

EXCLUDING THEREFROM THE FOLLOWING:

A part of the Southeast quarter of Section 25, Township 19 North, Range 9 East, in Jefferson Township, Henry County, Indiana, more particularly described as follows, to-wit: Beginning at a railroad spike at the Northeast corner of said quarter section; thence on an assumed bearing of North 90 degrees 00 minutes 00 seconds West a distance of 1340.00 feet along the North line of said quarter section to a P.K. Nail; thence South 00 degrees 37 minutes 00 seconds East a distance of 372.00 feet along an existing fence line to a ½ inch rebar; thence South 90 degrees 00 minutes 00 seconds East a distance of 1340.94 feet to a P.K. Nail on the East line of said quarter section; thence North 00 degrees 45 minutes 40 seconds West a distance of 372.00 feet along the East line of said quarter section to the point of beginning, containing 11.447 acres, more or less.

✓

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

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File No. 20232064



PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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.
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(s) will be revised, and premiums will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.

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

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

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

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

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

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PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

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

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Page 2 of 4

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

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PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term "encroachment" included encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or material heretofore and hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

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

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

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

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

7. **Delinquent taxes for prior years in the amount of \$4,017.60; NOT POSTED PAID.**
8. **Taxes for the year 2022 in the amount of \$1,600.98 each installment due May 10, 2023, and November 10, 2023. May installment + \$160.10 PENALTY NOT POSTED PAID. November installment NOT POSTED PAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.**

Parcel Number 008-00906-00 (#33-02-25-000-401.000-017)

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

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PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

9. Annual ditch assessment for the Isaac Bowers Drain, each installment in the sum of \$243.00, 1st installment due May 10, 2023 + \$24.30 PENALTY; NOT POSTED PAID; 2nd installment due November 10, 2023; NOT POSTED PAID.
10. Mortgage executed from Josh Norris AKA Joshua Paul Manuel Norris to First Merchants Bank, National Association, in an amount not to exceed \$1,640,000.00, dated April 16, 2013, and recorded April 19, 2013, in Instrument No. 201302628; MODIFIED by Modification of Mortgage dated July 7, 2015, and recorded July 9, 2015, in Instrument No. 201504004; ASSIGNED to CL45 MW Loan 1 LLC, recorded September 25, 2018, in Instrument No. 201805815; ASSIGNED to Pacific Western Bank, recorded January 21, 2020, in Instrument No. 202000585; ASSIGNED to MMG Investments II, LLC, dated March 21, 2022, and recorded August 31, 2022, in Instrument No. 202205938; LAST ASSIGNED to Pacific Western Bank, dated September 8, 2022, and recorded September 21, 2022, in Instrument No. 202206368.
11. Complaint on Notes, to Foreclose Mortgages, to Replevin Personalty, and to Foreclose Security Interests filed May 4, 2021 in Cause No. 33C01-2105-MF-000011 in favor of CL45 MW Loan 1, LLC against Joshua Paul Manuel Norris, a/k/a Josh Norris, a/k/a Josh P. M. Norris, Candi N. Norris, Agrifund, LLC, and Wilmington Trust, N.A.
12. Agreed Judgment and Decree of Foreclosure filed December 27, 2021 in Cause No. 33C01-2105-MF-000011 in favor of CL45 MW Loan 1, LLC against Joshua Paul Manuel Norris, a/k/a Josh Norris, a/k/a Josh P. M. Norris, Candi N. Norris, Agrifund, LLC, and Wilmington Trust, N.A.
13. Subject to apparent Bankruptcy proceedings for Candi N. Norris and Joshua Paul Manuel Norris as evidenced by the notice of the same filed March 25, 2022, in Cause No. 33C01-2105-MF-000011. Said bankruptcy has put a stay of proceedings on the subject foreclosure suit.
14. Judgment filed November 29, 2023, in Judgment Docket 2023, Page, 1129, in Cause No. 33C01-2105-MF-000011 in favor of MMG Investments II, LLC against Candi Norris, et al., for the sum of \$1,018,434.04, plus interest, costs and attorney's fees.
15. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
16. Rights of the Public, the State of Indiana, and County of Henry and the municipality in and to that part of the premises taken or used for road purposes.
17. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.

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.

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

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File No.: 20232064



PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

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

NOTICE

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

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

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

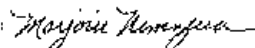
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Margorie Neerface
Secretary

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

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File No. 20232064

AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS
 - a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I - Requirements;
 - f. Schedule B, Part II - Exceptions; and
 - g. a countersignature by the Company or its issuing agent that may be in electronic form.
4. COMPANY'S RIGHT TO AMEND
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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

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File No. 20232064

AMERICAN
LAND TITLE
ASSOCIATION



PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 8.

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PRELIMINARY TITLE - TRACTS 1-4



Fidelity National Title Insurance Company

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

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File No. 20232064



PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

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

Issuing Agent: IN Title Company/New Castle
Issuing Office: 1319 Indiana Ave, New Castle, IN 47362
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 20232067
Issuing Office File Number: 20232067
Property Address: 9354 N CR 300 West, Middletown, IN 47356
Revision Number:

SCHEDULE A

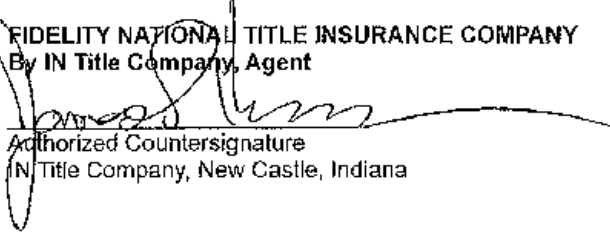
1. Commitment Date: November 15, 2023 at 8:00 A.M.
2. Policy to be issued:
 - (a) 2021 ALTA® Owner's Policy
Proposed Insured: Purchaser with contractual obligations under a loan agreement with the vested owner identified in Item 4 below.
Proposed Amount of Insurance: \$ 100,000.00
The estate or interest to be insured:
 - (b) 2021 ALTA® Loan Policy
Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified in Item 4 below.
Proposed Amount of Insurance \$ 100,000.00
The estate or interest to be insured:
3. The estate or interest in the Land at the Commitment Date is:

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

Joshua Paul Norris
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

FIDELITY NATIONAL TITLE INSURANCE COMPANY
By IN Title Company, Agent


Authorized Countersignature
IN Title Company, New Castle, Indiana

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

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File No. 20232067



PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

EXHIBIT "A" LEGAL DESCRIPTION

A part of the north half of the fractional southwest quarter of Section 30, Township 19 North, Range 10 East in Jefferson Township, Henry County, Indiana, described as follows: Beginning at a nail marking the southwest corner of the north half of the fractional southwest quarter of Section 30, Township 19 North, Range 10 East; thence north 00 degrees 16 minutes 19 seconds west 408.91 feet (assumed bearing) along the west line of said half-quarter section to a nail; thence south 89 degrees 52 minutes 06 seconds east 784.13 feet parallel with the south line of said half-quarter section to a 5/8 inch rebar; thence south 00 degrees 16 minutes 19 seconds east 408.91 feet to a 5/8 inch rebar on the south line of said half-quarter section; thence north 89 degrees 52 minutes 06 seconds west 784.13 feet to the point of beginning, containing 7.36 acres, more or less.

EXCEPT:

A part of the North half of the fractional Southwest quarter of Section 30, Township 19 North, Range 10 East, in Jefferson Township, Henry County, Indiana, described as follows: Beginning at a nail marking the Southwest corner of the North half of the fractional Southwest quarter of Section 30, Township 19 North, Range 10 East; thence North 00 degrees 16 minutes 19 seconds West 258.91 feet (assumed bearing) along the West line of said half quarter section to a nail at the point of beginning; thence North 00 degrees 16 minutes 19 seconds West 150.00 feet to a nail; thence South 89 degrees 52 minutes 06 seconds East 784.13 feet parallel with the South line of said half quarter section to a 5/8 inch rebar; thence South 00 degrees 16 minutes 19 seconds East 294.32 feet to a 5/8 inch rebar that is 114.59 feet North of the South line of said half quarter section; thence North 89 degrees 52 minutes 06 seconds West 248.12 feet to a 5/8 inch rebar; thence North 00 degrees 16 minutes 19 seconds West 269.32 feet to a 5/8 inch rebar; thence North 89 degrees 52 minutes 06 seconds West 516.00 feet to a nail; thence South 00 degrees 16 minutes 19 seconds East 125.00 feet to a nail; thence North 89 degrees 52 minutes 06 seconds West 20.00 feet to the point of beginning, containing 2.04 acres, more or less. ✓

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

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File No. 20232067



PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Warranty Deed to be executed from Joshua Paul Norris to To Be Determined.
6. Mortgage to be executed by To Be Determined to To Be Determined in the sum of \$100,000.00
7. Pay and release Judgment entered November 29, 2023 in Judgment Docket 2023, Page 1129, in Cause No. 33C01-2105-MF-000011 in favor of MMG Investments II, LLC against Candi Norris, et al, for the sum of \$1,018,434.04, plus interest, costs and attorney's fees.

NOTE: We reserve the right to make additional requirements and/or exceptions upon the receipt of further information.

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

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

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

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

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

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

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File No.: 20232067



PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term "encroachment" included encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
5. Any lien, or right to a lien, for services, labor or material heretofore and hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.

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

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

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

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

7. **Delinquent taxes for prior years in the amount of \$172.80; NOT POSTED PAID.**
8. Taxes for the year 2022 in the amount of \$79.81 each installment due May 10, 2023, and November 10, 2023. May installment UNPAID + PENALTY. November installment NOT POSTED PAID. Taxes for the year 2023 due and payable in 2024 now a lien. No guaranty or other assurance is made as to the accuracy of the property tax information contained herein.

Parcel Number 008-02719-00 (#33-03-30-000-301.002-017)

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

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File No.: 20232067



PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

9. Rights of way for drainage files, ditches, feeders and laterals, if any.
10. Rights of the Public, the State of Indiana, and County of Henry and the municipality in and to that part of the premises taken or used for road purposes.
11. Right of way for drainage, flow and maintenance of Legal Ditch (or Legal Drain) as set forth in IC 36-9-27-33.

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

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PRELIMINARY TITLE - TRACT 5

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information needed to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system request; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

PRELIMINARY TITLE - TRACT 5

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

PRELIMINARY TITLE - TRACT 5

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes: Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue.
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

PRELIMINARY TITLE - TRACT 5



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 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, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemofusa
Secretary

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.

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

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File No. 20232067



PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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 countersignature by the Company or its issuing agent that may be in electronic form.

PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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

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PRELIMINARY TITLE - TRACT 5



Fidelity National Title Insurance Company

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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PHOTOS

PHOTOS



TRACT 1



TRACT 1

PHOTOS



TRACT 5



TRACT 2

PHOTOS



TRACT 4

PHOTOS





TRACT 3



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