

Stunning Noble County
LAND AUCTION *Indiana*

25[±] acres
Offered in 3 Tracts

Access to the Elkhart River

Excellent Waterfowl Hunting Ground
Beautiful Building Site Opportunities



INFORMATION
Booklet



Thursday
April 11 • 6pm *EST*

SCHRADER
THE ORIGINAL MULTI-TRACT AUCTIONS

- TIMED ONLINE ONLY
- VIRTUAL
- LIVE WITH ONLINE

800.451.2709
SchraderAuction.com

held at Augusta Hills, Albion, IN.
Online Bidding Available

Disclaimer

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

*Auction
Managers*

Daniel Days • 260.233.1401 & Dean Rummel • 260.343.8511



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

800.451.2709 | 260.244.7606

www.schraderauction.com

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BIDDER PRE-REGISTRATION FORM

THURSDAY, APRIL 11, 2024

25± ACRES – NOBLE COUNTY, 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, April 4, 2024.
Otherwise, registration available onsite prior to the auction.

BIDDER INFORMATION

(FOR OFFICE USE ONLY)

Name _____

Bidder # _____

Address _____

City/State/Zip _____

Telephone: (Res) _____ (Office) _____

My Interest is in Tract or Tracts # _____

BANKING INFORMATION

Check to be drawn on: (Bank Name) _____

City, State, Zip: _____

Contact: _____ Phone No: _____

HOW DID YOU HEAR ABOUT THIS AUCTION?

Brochure Newspaper Signs Internet Radio TV Friend

Other _____

WOULD YOU LIKE TO BE NOTIFIED OF FUTURE AUCTIONS?

Regular Mail E-Mail E-Mail address: _____

Tillable Pasture Ranch Timber Recreational Building Sites

What states are you interested in? _____

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

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

Signature: _____ Date: _____

**Online Auction Bidder Registration
25± Acres • Noble County, Indiana
Thursday, April 11, 2024**

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder’s Package for the auction being held on Thursday, April 11, 2024 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder’s Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer’s premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier’s check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

Schrader Real Estate & Auction Company, Inc.
950 North Liberty Drive / P.O. Box 508, Columbia City, IN 46725
Phone 260-244-7606; Fax 260-244-4431; email: auctions@schraderauction.com

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, April 4, 2024**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

Registered Bidder's signature

Date

Printed Name

This document must be completed in full.

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

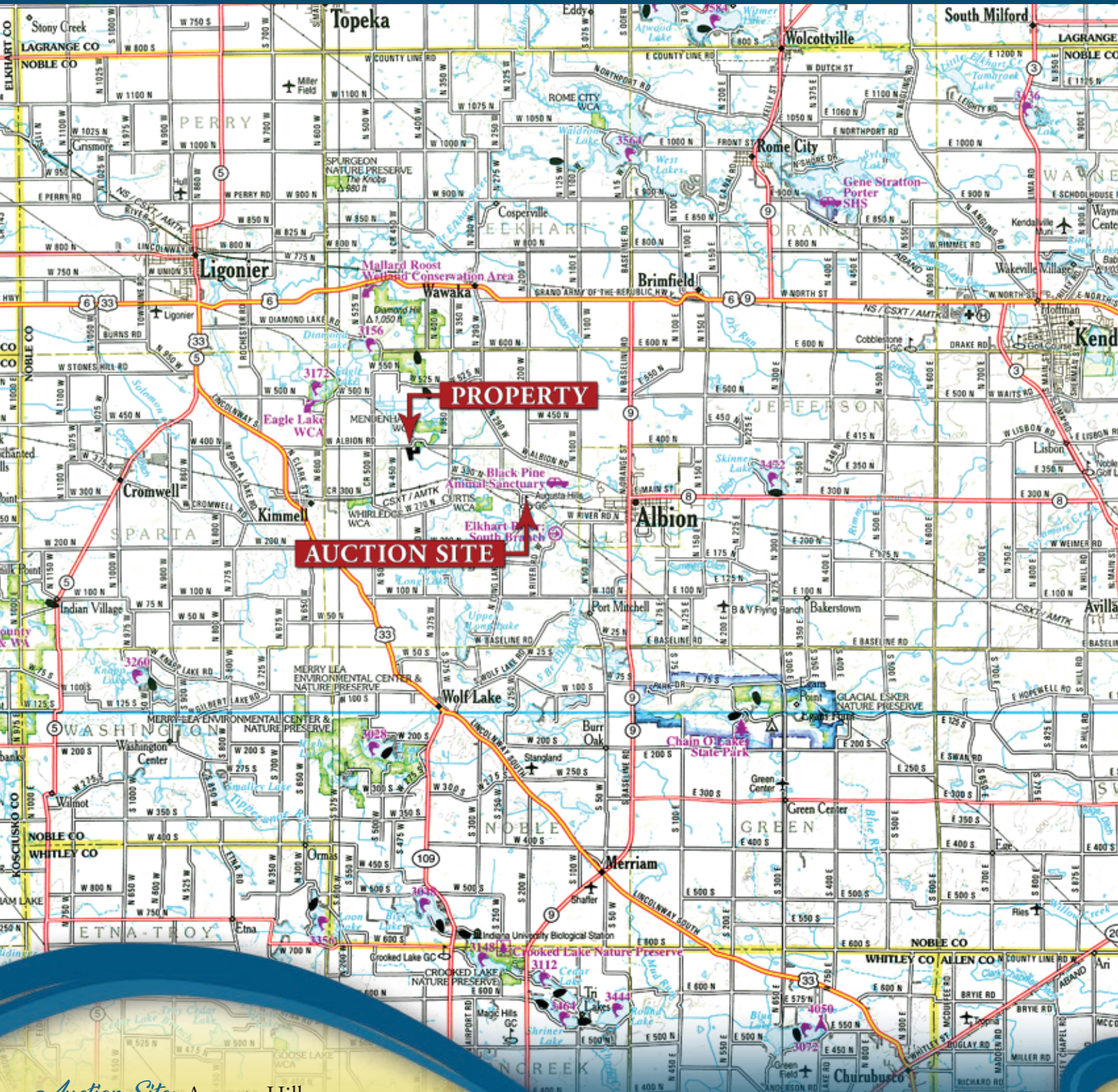
E-mail address of registered bidder: _____

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

A sunburst graphic with many rays emanating from a central point in the upper left corner, set against a light blue gradient background.

LOCATION MAP

LOCATION MAP



Auction Site: Augusta Hills,
2080 W Main St, Albion, IN 46701

Directions to Property: Take W Albion Rd about 4 miles west of St Rd 9 or go east off of St Rd 33 approximately 2.5 miles. The property is located on the south side of the road. *Located west of Albion, approximate address of auction land 4321 W Albion Rd, Albion, IN, 46701*



Online Bidding Available
You may bid online during the auction at www.schraderauction.com. You must be registered **One Week in Advance of the Auction** to bid online. For online bidding information, call Schrader Auction Company at 800.451.2709.

The background of the page is a light blue gradient with a sunburst pattern of rays emanating from the top left corner. The rays are thin and spread out across the entire page, creating a sense of light and energy.

TRACT MAP

TRACT MAP



Inspection Dates: Tuesday, March 26 & Thursday, April 4 • 4:00 - 5:00pm

A sunburst pattern of light blue rays emanates from the top left corner, filling the upper half of the page. The rays are thin and spread out, creating a bright, glowing effect that fades into the background.

TRACT DESCRIPTIONS

Stunning Noble County

Indiana

LAND AUCTION

25± acres

Offered in 3 Tracts

Access to the Elkhart River

Excellent Waterfowl Hunting Ground
Beautiful Building Site Opportunities

Thursday April 11 • 6pm EST
Online Bidding Available

This 25± acres provides stunning views and offers a beautiful layout for a BuildSite! The property has a well-maintained asphalt driveway curving through mature pines towering on either side. The Elkhart River flows through the property bringing in an abundance of waterfowl and wildlife. You don't want to miss out on this ideal build site opportunity!

TRACT 1 - 5.5± acres. This tract had a 1,214 sq. ft. home with a walk out basement, IT BURNED DOWN AND THE DEBRIS HAS BEEN REMOVED. There is a blacktop drive, mature pine and maple trees that line the drive, black top circle cul-de-sac, 4" well, septic, and electric. The south side of the tract faces down to the Elkhart River and it provides a beautiful setting. In Flood Plain

TRACT 2 - 12.5± acres adjoining Tract #1 and continues to the east. Property has road frontage on W Albion Rd, frontage on the Elkhart River and could be a good potential building site. Tract has mature pine trees, along with excellent waterfowl hunting land. In Flood Plain

TRACT 3 - 7± acres SWING TRACT, NOT Buildable. The tract provides great hunting and access to the Elkhart River. It can only be purchased by an adjoining landowner. In Flood Plain

SELLER: Todd D. & Joan M Gemmill

Auction Terms & Conditions:

PROCEDURE: The property will be offered in 2 individual tracts and a swing tract, any combination of tracts and as a total 25± acres. 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.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the real estate purchase price is due at closing, which will take place on or before 30 days after auction.

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Taxes will be prorated to

the day of the closing and will be the responsibility of the seller, buyer will be responsible for all taxes thereafter.

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

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

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.

Auction Managers:

Daniel Days • 260.233.1401

Dean Rummel • 260.343.8511

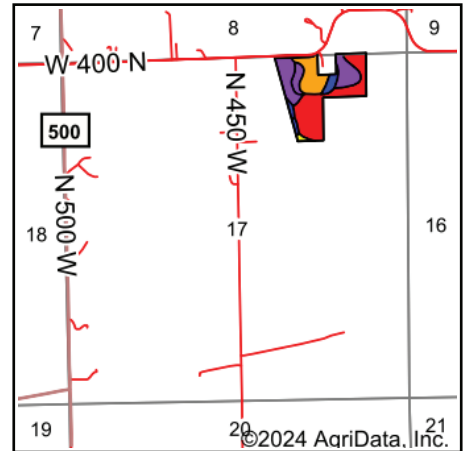
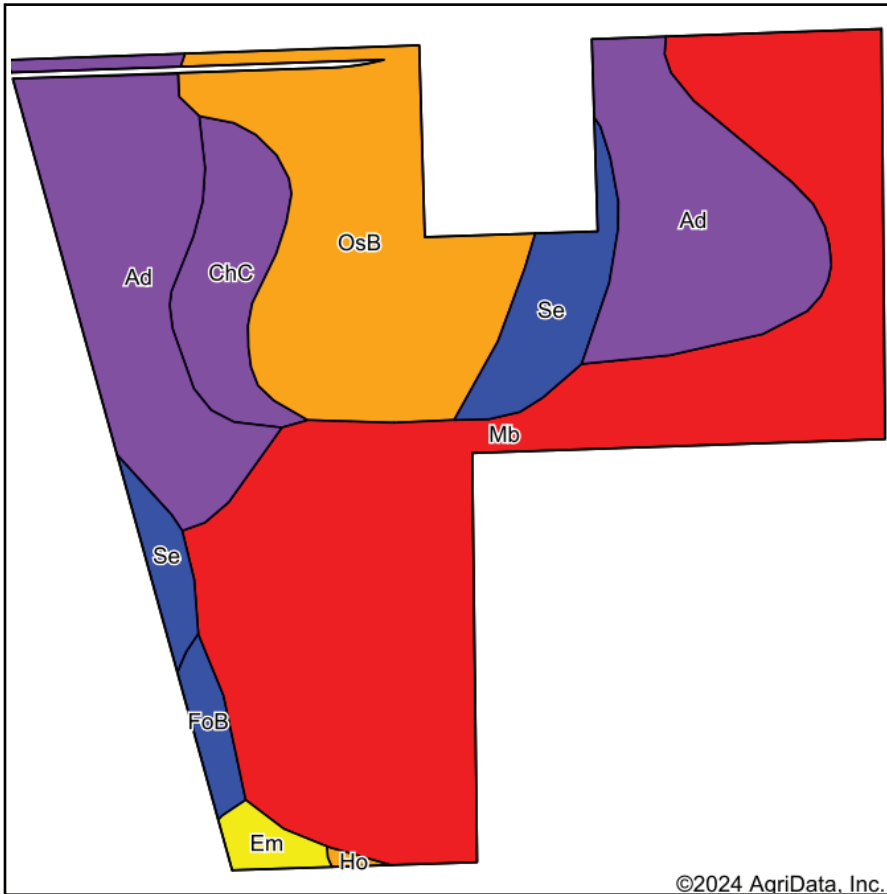


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A sunburst graphic with many rays emanating from a central point in the upper left corner, set against a light blue background that transitions to a darker blue at the bottom.

SOILS MAP

SOILS MAP



State: **Indiana**
 County: **Noble**
 Location: **17-34N-9E**
 Township: **York**
 Acres: **25.44**
 Date: **2/27/2024**



Soils data provided by USDA and NRCS.

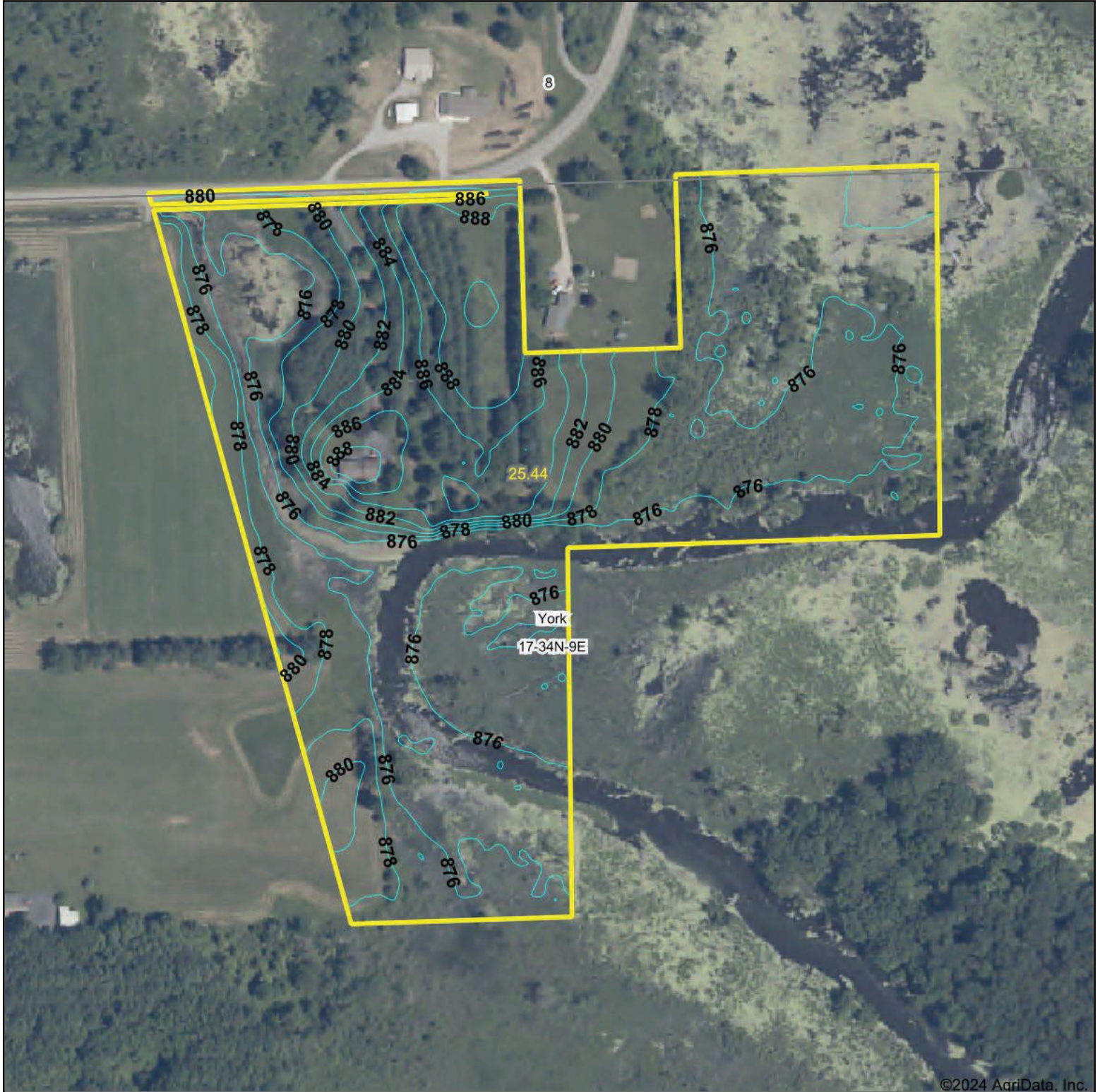
Area Symbol: IN113, Soil Area Version: 29

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Alfafa Tons	Corn Bu	Corn silage Tons	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu	
Mb	Marsh	10.76	42.3%		VIII									
Ad	Adrian muck	6.58	25.9%		Vw									
OsB	Oshtemo loamy sand, 2 to 6 percent slopes	4.59	18.0%		IIIe		105	16	4		7	37	53	
Se	Sebewa loam, drained, 0 to 1 percent slopes	1.46	5.7%		IIw		133		4		9	37	65	
ChC	Chelsea fine sand, 6 to 12 percent slopes	1.41	5.5%		VI s		82		3		5	29	37	
FoB	Fox sandy loam, till plain, 2 to 6 percent slopes	0.35	1.4%		IIe	5	98	18	3	6		33	48	
Em	Edwards muck, drained	0.29	1.1%		IVw		137		5		9	36	55	
Weighted Average						5.74	0.1	34	3.1	1.2	0.1	2.2	11.3	16.6

A sunburst pattern of light blue rays emanates from the top left corner, filling the upper half of the page. The rays are thin and spread out, creating a bright, glowing effect.

TOPOGRAPHY MAP

TOPOGRAPHY MAP



©2024 AgriData, Inc.



Source: USGS 3 meter dem
Interval(ft): 2.0
Min: 873.4
Max: 889.7
Range: 16.3
Average: 878.5
Standard Deviation: 4.2 ft

0ft 280ft 560ft



2/27/2024

17-34N-9E
Noble County
Indiana

Boundary Center: 41° 24' 30.45, -85° 30' 21.56

A sunburst pattern of light blue rays emanates from the top left corner, filling the upper half of the page. The background is a gradient of light blue.

COUNTY TAX INFORMATION

COUNTY TAX INFORMATION

Noble County, IN

Summary (Auditor)

Parcel ID 57-15-17-100-007.000-021
Bill ID 015-100238-00
Reference # 571517100007000021
Property Address 4321 W Albion Rd
Albion, IN, 46701
Brief Legal Description Pt Nw 1/4 Ne 1/4 Sec 17 4.39a
(Note: Not to be used on legal documents)
Class RESIDENTIAL VACANT UNPLATTED LAND OF 0-9.99 ACRES
Tax District 57021 York Twp
Tax Rate Code 15065 - Adv Tax Rate
Property Type 82 - Residential
Mortgage Co N/A
Last Change Date



Tax Rate

1.3012

Ownership (Auditor)

Deeded Owner
[Gemmill Todd D & Joan M](#)
4321 W Albion Rd
Albion, IN 46701

Taxing District (Assessor)

County: Noble
Township: YORK TOWNSHIP
State District: 57021 YORK TOWNSHIP
Local District: 57015
School Corp: CENTRAL NOBLE COMMUNITY
Neighborhood: 2150100 York Twp Base Area

Site Description (Assessor)

Topography: Flat
Public Utilities: All
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 4.39

Transfer History (Assessor)

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

Date	New Owner	Doc ID	Book/Page	Sale Price
10/5/1994	GEMMILL TODD D JOAN M			\$0.00

Contact the Auditor's Office for correct transfer dates.

Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
8/11/1986	Gemmill Bob	Deed	213	0385	

Contact the Auditor's Office for correct transfer dates.

Valuation

Assessment Year	2023	2022	2021	2020	2019
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT
As Of Date	4/7/2023	4/15/2022	4/14/2021	4/9/2020	4/12/2019
Land	\$31,500	\$31,500	\$28,600	\$24,400	\$24,200
Land Res (1)	\$27,300	\$27,300	\$24,800	\$21,000	\$21,100
Land Non Res (2)	\$100	\$100	\$100	\$100	\$100
Land Non Res (3)	\$4,100	\$4,100	\$3,700	\$3,300	\$3,000
Improvement	\$185,900	\$176,100	\$150,200	\$134,100	\$127,700
Imp Res (1)	\$185,900	\$176,100	\$150,200	\$134,100	\$127,700
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0

COUNTY TAX INFORMATION

Assessment Year	2023	2022	2021	2020	2019
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$217,400	\$207,600	\$178,800	\$158,500	\$151,900
Total Res (1)	\$213,200	\$203,400	\$175,000	\$155,100	\$148,800
Total Non Res (2)	\$100	\$100	\$100	\$100	\$100
Total Non Res (3)	\$4,100	\$4,100	\$3,700	\$3,300	\$3,000

Exemptions

Type	Description	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
Homestead	STD_EX	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
Homestead	Supplement STD	\$55,440.00	\$45,500.00	\$38,535.00	\$36,330.00

Homestead Allocations

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
Land	\$31,500.00	\$31,500.00	\$28,600.00	\$24,400.00	\$24,200.00
Res Land	\$0.00	\$27,300.00	\$24,800.00	\$21,000.00	\$21,100.00
Improve	\$0.00	\$176,100.00	\$150,200.00	\$134,100.00	\$127,700.00
Res Improve	\$0.00	\$176,100.00	\$150,200.00	\$134,100.00	\$127,700.00

Tax History

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
+ Spring Tax	\$204.94	\$584.51	\$469.47	\$428.20	\$392.78
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$204.94	\$584.51	\$469.47	\$428.20	\$392.78
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$21.41	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$428.20	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$42.82	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$25.00	\$25.00	\$25.00	\$0.00	\$0.00
	Bender - \$25.00	Bender - \$25.00	Bender - \$25.00		
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$434.88	\$1,194.02	\$1,434.96	\$877.81	\$785.56
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$1,194.02)	(\$1,434.96)	(\$428.20)	(\$785.56)
= Total Due	\$434.88	\$0.00	\$0.00	\$449.61	\$0.00

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

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

Property Tax Bill Payment

Visit Noble County Treasurer's Office

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2023 Pay 2024				\$0.00
2022 Pay 2023	2045414	11/13/2023	M#5212 J GEMMILL	\$100.00
2022 Pay 2023	2032680	10/31/2023	M#5208 J GEMMILL	\$497.01
2022 Pay 2023	2007227	4/28/2023	CORELOGIC\$2900427.77	\$597.01
2021 Pay 2022	1954618	4/26/2022	4/25/22 B 3 W/OE	\$481.97
2021 Pay 2022	1954619	4/26/2022	4/25/22 B 3 W/OE	\$481.97
2021 Pay 2022	1941828	1/31/2022	4735 J GEMMILL	\$471.02

COUNTY TAX INFORMATION

Year	Receipt #	Transaction Date	Description	Amount
2020 Pay 2021	1915361	5/10/2021	OT 5/12/21 B 16 W/OE	\$428.20
2019 Pay 2020	1879359	11/9/2020	LB 11/6/20 B 1 W/OE	\$392.78
2019 Pay 2020	1863213	5/11/2020	OT 5/14 B20 W/OE	\$392.78
2018 Pay 2019	1812116	9/30/2019	M 4389 JOAN GEMMILL	\$368.68
2018 Pay 2019	1800833	5/9/2019	LB 5/8/19 B29 W/OE	\$368.68
2017 Pay 2018	1759124	10/16/2018	LB 10/15/18 B1W/OE	\$431.38
2017 Pay 2018	1732611	4/25/2018	LB 4/24/18 B15 W/OE	\$431.38
2016 Pay 2017	1703583	10/2/2017	M 4192 JOAN GEMMILL	\$408.96
2016 Pay 2017	1695195	5/10/2017	OT 5/11/17 B39 W/OE	\$408.96
2015 Pay 2016	1648097	9/19/2016	M 4034 TODD GEMMILL	\$408.71
2015 Pay 2016	1643555	5/10/2016	lb 5/16/16ot b14w/oe	\$408.71
2014 Pay 2015	1582992	5/11/2015	M 1022	\$728.10
2013 Pay 2014	1521716	5/12/2014	1002	\$776.34

Tax Estimator

[Link to DLGF Tax Estimator](#)

Special Assessments

Bender	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Spring Tax	\$12.50	\$12.50	\$12.50	\$0.00	\$0.00	\$12.50
Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$12.50	\$12.50	\$12.50	\$0.00	\$0.00	\$12.50
Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
9rr		0	0	1.00	\$27,300.00	\$27,300.00	\$27,300.00	0%	\$27,300.00
LEGAL DITCH		0	0	2.270	\$1,900.00	\$1,900.00	\$4,313.00	(100%)	\$0.00
PUBLIC ROAD/ROW		0	0	.190	\$1,900.00	\$1,900.00	\$361.00	(100%)	\$0.00
91rr		0	0	0.550	\$7,400.00	\$7,400.00	\$4,070.00	0%	\$4,070.00
NONTILLABLE LAND	AD	0	0	0.380000	\$1,900.00	\$950.00	\$361.00	(60%)	\$140.00

Tax Statements (Treasurer)

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

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

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

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

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

Tax Statements are a duplicate copy of the original mailing

Residential

COUNTY TAX INFORMATION

Noble County, IN

Summary (Auditor)

Parcel ID 57-15-17-100-013.000-021
Bill ID 015-100219-01
Reference # 571517100010000021
Property Address W Albion Rd
Ligonier, IN, 46767
Brief Legal Description Mid Pt N1/2 Ne 1/4 Sec 17 20.78 acres
(Note: Not to be used on legal documents)
Class RESIDENTIAL VACANT UNPLATTED LAND OF 20-29.99 ACRES
Tax District 57021 York Twp
Tax Rate Code 15065 - Adv Tax Rate
Property Type 65 - Agricultural
Mortgage Co N/A
Last Change Date

Tax Rate

1.3012

Ownership (Auditor)

Deeded Owner
[Gemmill Todd D & Joan M](#)
4321 W Albion Rd
Albion, IN 46701

Taxing District (Assessor)

County: Noble
Township: YORK TOWNSHIP
State District: 57021 YORK TOWNSHIP
Local District: 57015
School Corp: CENTRAL NOBLE COMMUNITY
Neighborhood: 2150100 York Twp Base Area

Site Description (Assessor)

Topography: Rolling
Public Utilities: Electricity, Gas
Street or Road: Paved
Area Quality: Static
Parcel Acreage: 20.78

Sales

Sale Date	Sale Price	Parcel Count	Valid
7/5/2007	\$0	1	N

Transfer History (Assessor)

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

Date	New Owner	Doc ID	Book/Page	Sale Price
7/6/2007	GEMMILL TODD D & JOAN M	070700111		\$0.00

Contact the Auditor's Office for correct transfer dates.

Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
7/6/2007	Gemmill Robert S & Jo Ann E	Quit Claim			070700111
1/6/1998	Mundon Teresa & Joseph Scott		980	1105	
1/6/1998	Mundon Teresa & Joseph Scott	Deed			980100105
1/1/1900					

Contact the Auditor's Office for correct transfer dates.

Valuation

Assessment Year	2023	2022	2021	2020	2019
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT
As Of Date	4/7/2023	4/15/2022	4/14/2021	4/9/2020	4/12/2019
Land	\$42,800	\$41,900	\$37,700	\$34,100	\$32,200
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$4,400	\$3,500	\$3,000	\$3,000	\$3,600
Land Non Res (3)	\$38,400	\$38,400	\$34,700	\$31,100	\$28,600

COUNTY TAX INFORMATION

Assessment Year	2023	2022	2021	2020	2019
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	\$42,800	\$41,900	\$37,700	\$34,100	\$32,200
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$4,400	\$3,500	\$3,000	\$3,000	\$3,600
Total Non Res (3)	\$38,400	\$38,400	\$34,700	\$31,100	\$28,600

Homestead Allocations

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
Land	\$42,800.00	\$41,900.00	\$37,700.00	\$34,100.00	\$32,200.00
Res Land	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Tax History

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020
+ Spring Tax	\$278.46	\$272.54	\$240.30	\$242.24	\$222.04
+ Spring Penalty	\$0.00	\$27.25	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$278.46	\$272.54	\$240.30	\$242.24	\$222.04
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$12.11	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$242.24	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$24.22	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$25.00	\$26.25	\$25.00	\$0.00	\$0.00
	Bender - \$25.00	Bender - \$26.25	Bender - \$25.00		
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIT Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$581.92	\$598.58	\$772.06	\$496.59	\$444.08
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$598.58)	(\$772.06)	(\$242.24)	(\$444.08)
= Total Due	\$581.92	\$0.00	\$0.00	\$254.35	\$0.00

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

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

Property Tax Bill Payment

Visit Noble County Treasurer's Office

Payments (Treasurer)

Year	Receipt #	Transaction Date	Description	Amount
2023 Pay 2024				\$0.00
2022 Pay 2023	2032681	10/31/2023	M#5208 J GEMMILL	\$598.58
2021 Pay 2022	1954616	4/26/2022	4/25/22 B 3 W/OE	\$252.80
2021 Pay 2022	1954617	4/26/2022	4/25/22 B 3 W/OE	\$252.80
2021 Pay 2022	1941829	1/31/2022	4734 J GEMMILL	\$266.46
2020 Pay 2021	1915362	5/10/2021	OT 5/12/21 B 16 W/OE	\$242.24
2019 Pay 2020	1879361	11/9/2020	LB 11/6/20 B 1 W/OE	\$222.04
2019 Pay 2020	1863214	5/11/2020	OT 5/14 B20 W/OE	\$222.04
2018 Pay 2019	1812118	9/30/2019	M 4390 JOAN GEMMILL	\$240.30
2018 Pay 2019	1800834	5/9/2019	LB 5/8/19 B29 W/OE	\$240.30

COUNTY TAX INFORMATION

Year	Receipt #	Transaction Date	Description	Amount
2017 Pay 2018	1759754	10/22/2018	M4421 JOAN GEMMILL	\$83.49
2017 Pay 2018	1732612	4/25/2018	LB 4/24/18 B15 W/OE	\$83.49
2016 Pay 2017	1704405	10/13/2017	M 4198JOAN GEMMILL	\$83.38
2016 Pay 2017	1695193	5/10/2017	OT 5/11/17 B39 W/OE	\$83.38
2015 Pay 2016	1650857	10/24/2016	#1087 \$91.36	\$91.36
2015 Pay 2016	1643557	5/10/2016	lb 5/16/16ot b14w/oe	\$91.36
2014 Pay 2015	1582994	5/11/2015	M 1021	\$170.54
2013 Pay 2014	1521714	5/12/2014	1001	\$170.16

Tax Estimator

[Link to DLGF Tax Estimator](#)

Special Assessments

Bender	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021	2019 Pay 2020	2018 Pay 2019
Spring Tax	\$12.50	\$12.50	\$12.50	\$0.00	\$0.00	\$12.50
Spring Penalty	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$0.00
Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Tax	\$12.50	\$12.50	\$12.50	\$0.00	\$0.00	\$12.50
Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
LEGAL DITCH		0	0	7.060	\$1,900.00	\$1,900.00	\$13,414.00	(100%)	\$0.00
PUBLIC ROAD/ROW		0	0	.100	\$1,900.00	\$1,900.00	\$190.00	(100%)	\$0.00
91rr		0	0	5.190	\$7,400.00	\$7,400.00	\$38,406.00	0%	\$38,410.00
TILLABLE LAND	AD	0	0	0.020000	\$1,900.00	\$950.00	\$19.00	0%	\$20.00
NONTILLABLE LAND	AD	0	0	2.870	\$1,900.00	\$950.00	\$2,726.50	(60%)	\$1,090.00
NONTILLABLE LAND	EM	0	0	.070	\$1,900.00	\$1,786.00	\$125.02	(60%)	\$50.00
TILLABLE LAND	EM	0	0	.080	\$1,900.00	\$1,786.00	\$142.88	0%	\$140.00
TILLABLE LAND	FOB	0	0	.330	\$1,900.00	\$1,368.00	\$451.44	0%	\$450.00
NONTILLABLE LAND	FOB	0	0	.010	\$1,900.00	\$1,368.00	\$13.68	(60%)	\$10.00
NONTILLABLE LAND	HO	0	0	.040	\$1,900.00	\$2,109.00	\$84.36	(60%)	\$30.00
NONTILLABLE LAND	MB	0	0	4.240	\$1,900.00	\$950.00	\$4,028.00	(60%)	\$1,610.00
TILLABLE LAND	MB	0	0	.220	\$1,900.00	\$950.00	\$209.00	0%	\$210.00
TILLABLE LAND	OSB	0	0	0.150000	\$1,900.00	\$1,140.00	\$171.00	0%	\$170.00
TILLABLE LAND	SE	0	0	.260	\$1,900.00	\$1,938.00	\$503.88	0%	\$500.00
NONTILLABLE LAND	SE	0	0	.140	\$1,900.00	\$1,938.00	\$271.32	(60%)	\$110.00

Tax Statements (Treasurer)

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

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

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

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

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

Tax Statements are a duplicate copy of the original mailing

2023 Property Record Cards

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

2022 Property Record Cards

[57-15-17-100-013.000-021 \(PDF\)](#)

2021 Property Record Cards

[57-15-17-100-013.000-021 \(PDF\)](#)

2020 Property Record Cards

[57-15-17-100-013.000-021 \(PDF\)](#)



PRELIMINARY TITLE

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

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



PRELIMINARY TITLE

- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- the Notice;
 - the Commitment to Issue Policy;
 - the Commitment Conditions;
 - Schedule A;
 - Schedule B, Part I – Requirements;
 - Schedule B, Part II – Exceptions; and
 - a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- 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:
 - comply with the Schedule B, Part I – Requirements;
 - eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - acquire the Title or create the Mortgage covered by this Commitment.
 - 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.
 - 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.
 - 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.
 - The Company is not liable for the content of the Transaction Identification Data, if any.
 - 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.
 - 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**
- Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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PRELIMINARY TITLE

- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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PRELIMINARY TITLE

American Land Title Association

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

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**

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



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

American Land Title Association

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

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

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 24-601
Issuing Office File Number: 24-601
Property Address: 4321 W Albion Rd, Albion, IN 46701
Revision Number:

SCHEDULE A

1. Commitment Date: February 12, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured:	Proposed Insured
Proposed Amount of Insurance:	\$1.00
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Todd D. Gemmill and Joan M. Gemmill, husband and wife
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

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

Countersigned by:

Jamie McKenzie

Jamie McKenzie, License #3388018
Assurance Title Company, LLC, License #924500

**COMMONWEALTH LAND TITLE INSURANCE
COMPANY**
P.O. Box 45023, Jacksonville, FL 32232-5023

Michael J. Nolan

By: _____
Michael J, Nolan, President

Marjorie Nemzura

By: _____
Marjorie Nemzura, Secretary

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PRELIMINARY TITLE

SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. Duly authorized and executed Deed from Joan M. Gemmill, to Proposed Insured, to be executed and recorded at closing.

DEED RECITAL to establish of record that the marital relationship which existed between Todd D. Gemmill and Joan M. Gemmill was continuous and uninterrupted from the date they acquired title to the land until the death of Todd D. Gemmill on March 5, 2014.

7. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure.
8. Vendors, (Sellers), Closing Affidavit to be furnished this office.
9. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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PRELIMINARY TITLE

SCHEDULE B, PART II – Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. (“the Act”). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.
8. Taxes for 2022 payable 2023
Parcel No. 015-100238-00
Tax Unit of York
State ID No. 57-15-17-100-007.000-021
May 10 \$584.51 PAID
November 10 \$584.51 PAID
Assessed Valuation: Land \$31,500 Improvements \$176,100
Exemptions \$45,000-H/\$55,440-Supp
9. Annual assessment of \$25.00 for maintenance of Bender Drain 2023,
May 10 \$12.50 PAID, November 10 \$12.50 PAID.
10. Taxes for 2022 payable 2023
Parcel No. 015-100219-01
Tax Unit of York
State ID No. 57-15-17-100-007.000-021
May 10 \$272.54 PAID
November 10 \$272.54 PAID
Assessed Valuation: Land \$41,900 Improvements \$0
Exemptions \$0

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PRELIMINARY TITLE

11. Annual assessment of \$25.00 for maintenance of Bender Drain 2023, May 10 \$12.50 PAID, November 10 \$12.50 PAID.
12. Taxes for 2023 due and payable 2024, and subsequent taxes.
13. Taxes for 2024 due and payable 2025, and subsequent taxes.
14. The Company assumes no liability for increases in the amount of real estate taxes as shown above, and any civil penalties, as a result of retroactive revaluation of the land and improvements, changes in the usage of the land or the loss of any exemption or deduction applicable to the land insured herein.
15. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the address shown in the description of the land.
16. Right of way for drainage tiles, feeders and laterals, if any.
17. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
18. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
19. Deed of Easement by and between Selby and JoAnn Gemmill and Noble County Rural Electric Membership Corporation, dated June 24, 1985 and recorded June 25, 1985 in Miscellaneous Record 89 page 144.
20. Request for Variance by and between Robert Selby Gemmill and Noble County Drainage Board, dated August 19, 1996 and recorded August 26, 1996 as Instrument No. 9608678.
21. This commitment has been issued without a judgment search being made against the name insured.

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PRELIMINARY TITLE

EXHIBIT "A"

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

Parcel 1

All that portion of land which lies in the Northeast Quarter of Section 17, Township 34 North, Range 9 East, Noble County, Indiana, and more fully described as follows:

Commencing at a Harrison Marker, marking the Northwest Corner, Northeast Quarter of Section 17; thence East 0°00' (assumed bearing) on and along the centerline of County Road 400 North a distance of 600.0 feet to a Road Nail, thence continuing East 0°00' on and along said centerline a distance of 400.0 feet to a Road Nail; thence South 0°00' a distance of 600.0 feet to an Iron Pipe; thence West 0°00' a distance of 250.0 feet to an Iron Pipe; thence N-14°04' W a distance of 618.47 feet to the point of beginning and contains 4.48 Acres more or less.

LESS AND EXCEPTING:

Part of the Northeast Quarter of Section 17, Township 34 North, Range 09 East, York Township, Noble County, Indiana; also being a part of the lands now or formerly owned by Todd D. and Joan M. Gemmill, as recorded in Deed Record Book 213, Page 385, in the Office of the Recorder of Noble County, Indiana; more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter of Section 17, Township 34 North, Range 09 East; thence North 87 degrees, 19 minutes, 55 seconds East (assumed), also being the centerline of Albion Road, a distance of 600.0 feet; thence South 16 degrees, 42 minutes, 15 seconds East, a distance of 22.36 feet to a point on the existing south right-of-way line of Albion Road, said point being the Point of Beginning; thence North 87 degrees, 19 minutes, 55 seconds East, along the existing south right-of-way line of Albion Road and parallel with the north line of said Quarter of said Section, a distance of 395.0 feet; thence South 02 degrees, 40 minutes, 05 seconds East, a distance of 10.0 feet; thence South 87 degrees, 19 minutes, 55 seconds West and parallel with the north line of said Quarter of said Section, a distance of 392.5 feet; thence North 16 degrees, 42 minutes, 15 seconds West, a distance of 10.3 feet to the Point of Beginning; containing 0.09 acre, more or less, and subject to rights-of-way and easements of record, the intent being to describe a permanent right-of-way over the North 10.0 feet of the Gemmill property.

Parcel 2

A tract of land located in the Northeast Quarter of Section 17, Township 34 North, Range 9 East, York Civil Township, in Noble County, the State of Indiana and being more particularly described as follows:

Commencing at an Iron Pin found marking the northwest corner of said Northeast Quarter; thence North 89 degrees 00 minutes 20 seconds East (Basis of Bearing: GPS), along the north line of said Northeast Quarter, for 1000.00 feet to the Point of Beginning, also being the northeast corner of a tract of land described to Todd D. Gemmill and Joan M. Gemmill per Noble County Deed Record Book 213, Page 385; thence continuing North 89 degrees 00 minutes 20 seconds East, along the north line of said Northeast Quarter, for 269.83 feet to the northwest corner of a tract of land described to Perry J. Fender, per Noble County Document Number 040300658, marked by a Rebar found; thence along the boundary of said tract described to Fender for the following three courses: South 00 degrees 16 minutes 12 seconds East, for 310.00 feet; thence North 89 degrees 00 minutes 20 seconds East, parallel with the north line of said Northeast Quarter, for 281.00 feet; thence North 00 degrees 16 minutes 12 seconds West, for 310.00 feet to the north line of said Northeast Quarter; thence North 89 degrees 00 minutes 20 seconds East, along the north line of said Northeast Quarter, for 461.34 feet to the northeast corner of the West Half of the North Half of the Northeast Quarter of said Northeast Quarter; thence South 00 degrees 00 minutes 23 seconds West, along the east line of the West Half of the North Half of the Northeast Quarter of said Northeast Quarter, for 660.44 feet to the southeast corner of the West Half of the North Half of the Northeast Quarter of said Northeast Quarter; thence South 88 degrees 59 minutes 29 seconds West, along the south line of the North Half of the Northeast Quarter of said Northeast Quarter, for 670.79 feet to the southwest corner of the North Half of the Northeast Quarter of said Northeast Quarter; thence South 00 degrees 00 minutes 42 seconds West, along the east line of the Northwest Quarter of said Northeast Quarter, also being the west line of the Northeast Quarter of said Northeast Quarter,

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PRELIMINARY TITLE

for 660.61 feet to the southeast corner of the Northwest Quarter of said Northeast Quarter; thence South 88 degrees 58 minutes 37 seconds West, along the south line of the Northwest Quarter of said Northeast Quarter, for 387.94 feet to a Rebar set; thence North 15 degrees 01 minutes 51 seconds West, along the southerly prolongation of the west line of aforementioned tract of land described to Gemmill, for 743.41 feet to the southwest corner thereof; thence North 89 degrees 00 minutes 20 seconds East, along the south line of said tract described to Gemmill, for 250.00 feet; thence North 00 degrees 59 minutes 40 seconds West, along the east line of said tract described to Gemmill, for 570.00 feet to the southwest corner of a tract of land described to the County of Noble per: Noble County Document #9502063; thence along the boundary of said tract described to the County of Noble for the following three courses: North 89 degrees 00 minutes 20 seconds East, thirty feet south of and parallel with the north line of said Northeast Quarter, for 111.17 feet to the beginning of a tangent curve, concave to the northwest, having a radius of 379.00 feet and subtended by a long chord bearing North 82 degrees 24 minutes 39 seconds East, for 87.07 feet; thence northeasterly along said curve through a central angle of 13 degrees 11 minutes 33 seconds for an arc length of 87.27 feet; thence South 89 degrees 00 minutes 20 seconds West, twenty feet south of and parallel with the north line of said Northeast Quarter, for 197.67 feet to the east line of aforementioned tract of land described to Gemmill; thence North 00 degrees 59 minutes 40 seconds West, along the east line of said tract described to Gemmill, for 20.00 feet to the Point of Beginning. Said tract of land contains 20.78 Acres, more or less and is subject to all public road rights-of-way, easements and restrictions of record.

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PRELIMINARY TITLE

CHAIN OF TITLE

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

Property: 4321 W Albion Rd, Albion, IN 46701

Robert Selby Gemmill and JoAnn E. Gemmill, husband and wife to Todd D. Gemmill and Joan M. Gemmill, husband and wife by deed dated 04/07/1986 and recorded on 08/11/1986 in Book 213 at Page 385 in the Official Records of the Noble County Recorder. (Parcel 1)

Robert Selby Gemmill and JoAnn E. Gemmill, husband and wife to Todd D. Gemmill and Joan M. Gemmill, husband and wife by deed dated 07/05/2007 and recorded on 07/06/2007 as Instrument Number 070700111 in the Official Records of the Noble County Recorder. (Parcel 2)

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PROPERTY PHOTOS















Auction Manager

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