

Wells County, IN • Harrison Township

# Land Auction

## INFORMATION BOOKLET

Monday, April 22 - 6pm

Held at the Wells County 4-H Park, 1240 4-H Park Rd., Bluffton, IN 46714

# 75+ Acres

Offered in 5 Tracts or any combination

800-451-2709  
SchraderAuction.com



- Buyer Will Have 2024 Farming Rights
- Productive Farmland in a Great Location (Southwest of Bluffton)
- Development Potential
- Truck Farm Opportunity

2% Buyer's Premium

## 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: Kevin Reinhard**

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

*Al Pfister, AU09200264*

*Schrader Real Estate and Auction Company Inc., AC63001504*



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

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

**260-244-7606 or 800-451-2709**

**SchraderAuction.com**

### **AUCTION TERMS & CONDITIONS:**

**PROCEDURE:** The property will be offered in 5 individual tracts, any combination of tracts and as a total 75± 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.

**BUYER'S PREMIUM:** A 2 % Buyer's Premium will be added to the final bid price and included in the contract purchase price.

**DOWN PAYMENT:** 10% down payment on the day of auction for individual tracts or combinations of tracts. The down payment may be made in the form of cashier's check, personal check, or corporate check.

**YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING,** so be sure you have arranged financing, if needed, and are capable of paying cash at closing.

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

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

**DEED:** Seller shall provide Warranty Deed(s).

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

**POSSESSION:** Possession is at closing.

**REAL ESTATE TAXES:** Real estate taxes will be the responsibility of the Buyer(s), pro-rated to day of Closing and thereafter.

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

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

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

**AGENCY:** Schrader Real Estate & Auction Company,

Inc. and its representatives are exclusive agents of the Seller.

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

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

# BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM** **Page 5**
- **ONLINE BIDDING REGISTRATION FORM** **Page 7-8**
- **LOCATION MAP & AERIAL TRACT MAP** **Page 9-11**
- **SOIL INFORMATION** **Page 13-16**  
(Surety Soils, Topography, Flood Maps)
- **PRELIMINARY TITLE** **Page 17-35**
- **PROPERTY PHOTOS** **Page 37-44**

**For Information Call Auction Manager:  
Al Pfister, 260-760-8922**



**TRACTS 3-5**

# REGISTRATION FORMS

# **BIDDER PRE-REGISTRATION FORM**

**MONDAY, APRIL 22, 2024**

**75± ACRES – WELLS 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](mailto:auctions@schraderauction.com) or fax to 260-244-4431, no later than Monday, April 15, 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**  
**75± Acres • Wells County, Indiana**  
**Monday, April 22, 2024**

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

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

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

1. My name and physical address is as follows:

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

My phone number is: \_\_\_\_\_

2. I have received the Real Estate Bidder’s Package for the auction being held on Monday, April 22, 2024 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder’s Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer’s premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$\_\_\_\_\_. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier’s check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Monday, April 15, 2024**. Send your deposit and return this form via fax or email to: **260-244-4431 or auctions@schraderauction.com**.

I understand and agree to the above statements.

\_\_\_\_\_  
Registered Bidder's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

***This document must be completed in full.***

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

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

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



# **LOCATION & AERIAL TRACT MAPS**

# LOCATION MAP



**INSPECTION DATES:** Saturday, April 6th • 10am-12pm | Tuesday, April 16th • 4-6pm

**AUCTION LOCATION:** Wells County 4-H Park, 1240 4-H Park Rd., Bluffton, IN 46714.

**PROPERTY DIRECTIONS:** From Bluffton, IN: Travel 3 miles southwest on Hoosier Highway to the property.

# AERIAL TRACT MAP



## TRACT DESCRIPTIONS:

**TRACT #1: 16± ACRES**, mostly tillable with 450± foot frontage on CR 300S and 1,400± foot frontage on Hoosier Highway. Soils are mainly Pewamo and Del Rey Blount. *There is a road widening that will affect this Tract. Please call auction company for details.*

**TRACT #2: 16± ACRES** with 15± acres tillable and 1,300± foot of frontage on Hoosier Highway. Soils are mainly Pewamo and Del Rey Blount.

**TRACT #3: 11± ACRES**, mostly tillable with 1,100± foot of frontage on Hoosier Highway. Soils are mainly Milford & Pella.

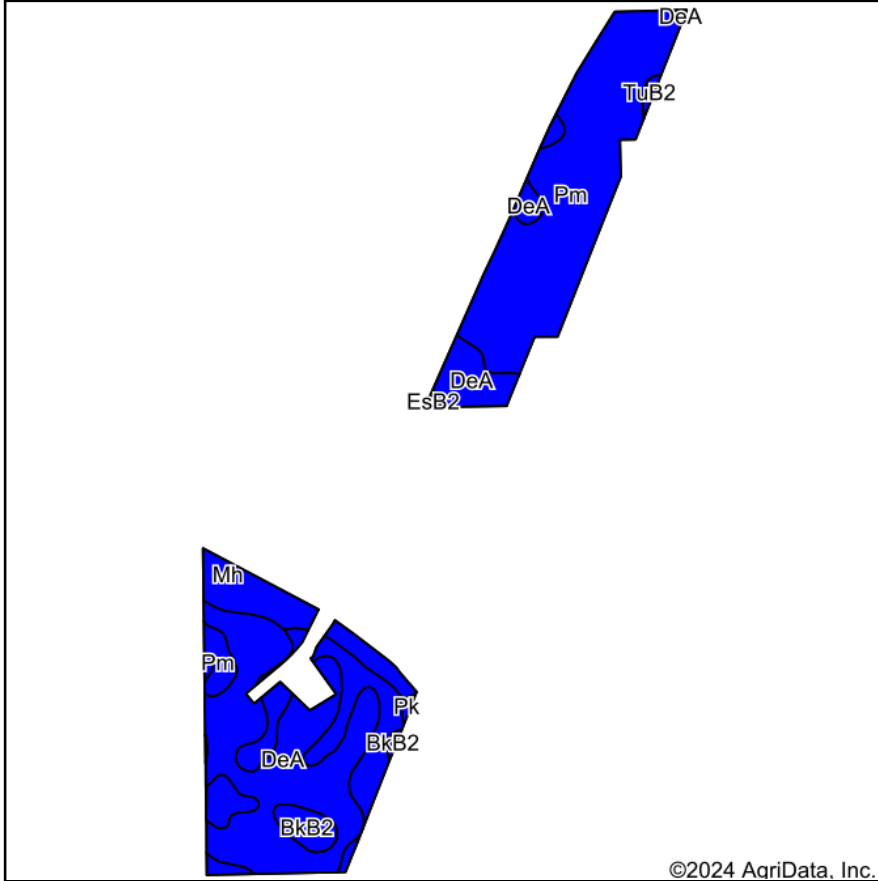
**TRACT #4: 7± ACRES** with 5.9± acres tillable and 285± foot of frontage on Hoosier Highway. Soils are mainly Pewamo, Milford & Del Rey Blount.

**TRACT #5: 25± ACRES** with 20.33± acres tillable and 350± foot of frontage on Hoosier Highway. Soils are mainly Del Rey Blount and Pewamo.



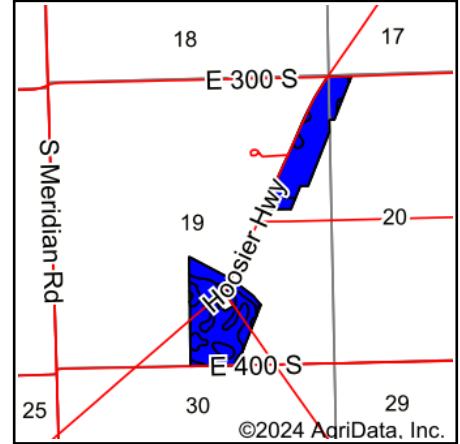
# **SOIL INFORMATION**

# SOIL MAP



©2024 AgriData, Inc.

Soils data provided by USDA and NRCS.



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State: **Indiana**  
 County: **Wells**  
 Location: **19-26N-12E**  
 Township: **Harrison**  
 Acres: **72.29**  
 Date: **3/14/2024**



Maps Provided By:



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www.AgriDataInc.com



Area Symbol: IN179, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Grass legume pasture AUM	Pasture AUM	Soybeans Bu	Winter wheat Bu
Pm	Pewamo silty clay loam, 0 to 1 percent slopes	37.10	51.3%		Ilw	157	5	11		47	64
DeA	Del Rey-Blount silt loams, 0 to 1 percent slopes	27.02	37.4%		Ilw	126	5		8	41	57
Mh	Milford silty clay loam, 0 to 2 percent slopes	5.61	7.8%		Ilw	154	5		11	43	62
BkB2	Blount-Del Rey silt loams, 1 to 4 percent slopes, eroded	1.93	2.7%		Ile	122	5		8	40	55
TuB2	Tuscola loam, loamy substratum, 1 to 6 percent slopes, eroded	0.30	0.4%		Ile	126	5		8	44	57
Pk	Pella mucky silty clay loam, sandy substratum	0.20	0.3%		Ilw	175	6		12	49	70
EsB2	Eldean variant silt loam, 2 to 6 percent slopes, eroded	0.13	0.2%		Ile	113	4		7	40	57
<b>Weighted Average</b>					<b>2.00</b>	<b>144.1</b>	<b>5</b>	<b>5.6</b>	<b>4.1</b>	<b>44.2</b>	<b>61</b>

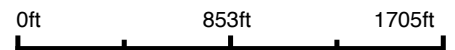
# TOPOGRAPHY MAP



©2024 AgriData, Inc.



Source: USGS 10 meter dem  
 Interval(ft): 4.0  
 Min: 833.5  
 Max: 844.4  
 Range: 10.9  
 Average: 838.4  
 Standard Deviation: 2.62 ft

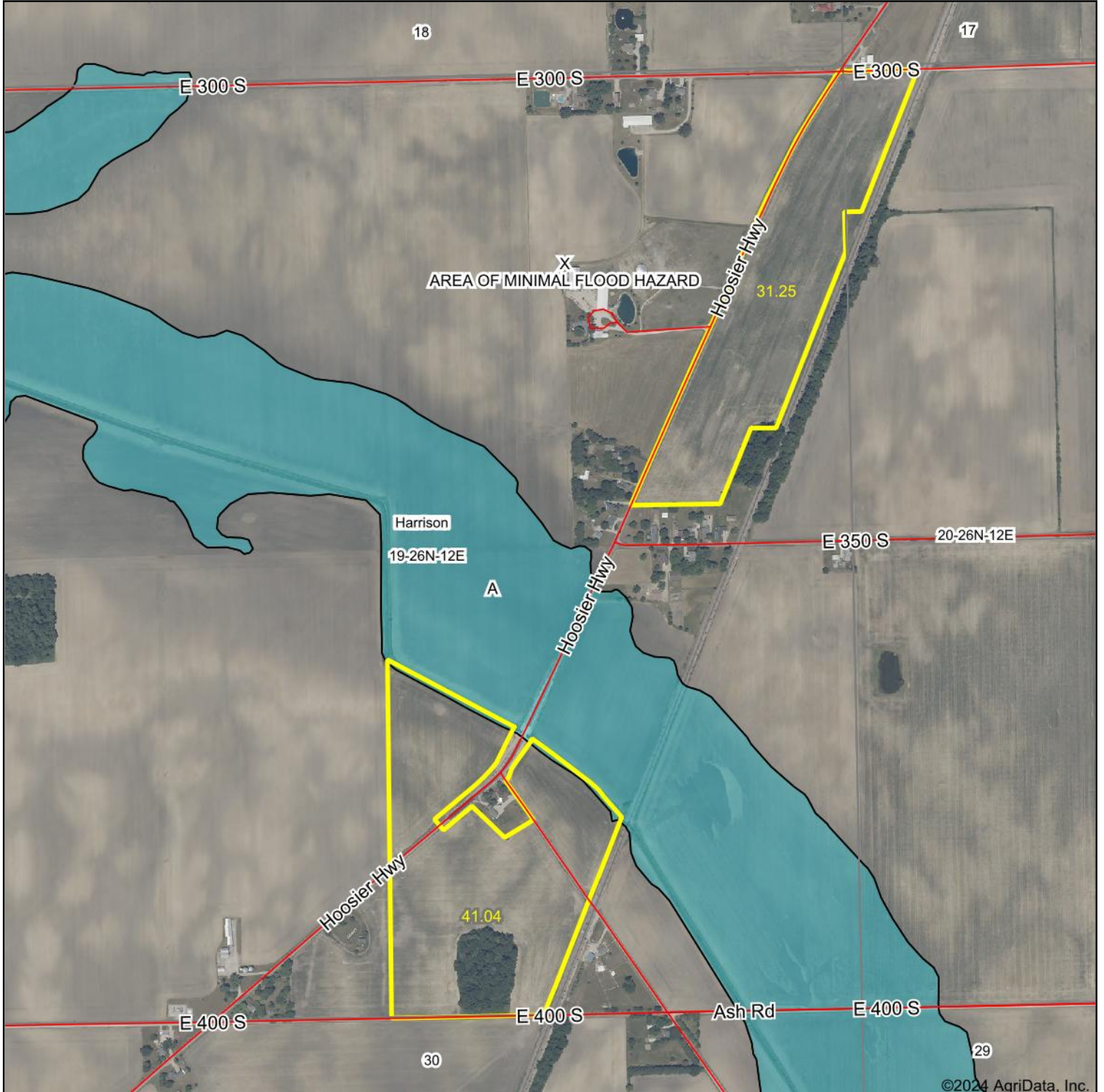


3/14/2024

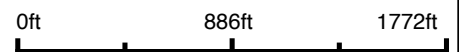
19-26N-12E  
 Wells County  
 Indiana

Boundary Center: 40° 41' 28.75, -85° 12' 25.76

# FLOOD MAP



Boundary Center: 40° 41' 28.75, -85° 12' 25.76



**19-26N-12E**  
**Wells County**  
**Indiana**



3/14/2024

Flood related information provided by FEMA



# PRELIMINARY TITLE

# PRELIMINARY TITLE

## COMMITMENT FOR TITLE INSURANCE

Issued By

COMMITMENT JACKET



**Agents National Title Insurance**

Agents National Title Insurance Company

1207 West Broadway Suite C

Columbia, MO 65203

Phone 866-483-2763

Fax 573-442-3927

www.agentstitle.com

### 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, *Agents National Title Insurance Company*, a Missouri 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 60 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

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# PRELIMINARY TITLE

- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
  - (d) “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.
  - (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
  - (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
  - (h) “Title”: The estate or interest described in 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 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 shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
    - (i) comply with the Schedule B, Part I—Requirements;
    - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
    - (iii) acquire the Title or create the Mortgage covered by this Commitment.
  - (b) The Company shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - (f) In no event shall the Company be 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) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

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# PRELIMINARY TITLE

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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 HAS BEEN 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 the purpose of providing closing or settlement services.

## 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. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option 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>.

IN WITNESS WHEREOF, AGENTS NATIONAL TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent, of the Company.



Attest:

David Townsend, President

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# PRELIMINARY TITLE



**ALTA COMMITMENT FOR TITLE INSURANCE**  
issued by  
**AGENTS 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, Agents National Title Insurance Company, a(n) Missouri 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.

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# 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:
  - 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 counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**

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

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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>.

**AGENTS NATIONAL TITLE INSURANCE COMPANY**  
1207 West Broadway Ste C, Columbia, MO 65203



By: \_\_\_\_\_  
David Townsend, President

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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: Wells County Land Title Co Inc  
Issuing Office: 116 South Main Street  
Bluffton, IN 46714

Issuing Office's ALTA® Registry ID: 1122133

Loan ID Number:

Commitment Number: 24-035

Issuing Office File Number: 24-035

Property Address: Hoosier Highway, Bluffton, IN 46714; Hoosier Highway, Bluffton, IN 46714; and 300 E, Bluffton, IN 46714

Revision Number:

### SCHEDULE A


1. Commitment Date: March 18, 2024 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Owner's Policy  
Proposed Insured:  
Proposed Amount of Insurance: \$  
The estate or interest to be insured: **Property 1: fee simple  
Property 2: fee simple  
Property 3: fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
Property 1: fee simple  
Property 2: fee simple  
Property 3: fee simple
4. The Title is, at the Commitment Date, vested in:  
Property 1: Kevin Reinhard by warranty deed from Luster and Martha Heyerly, husband and wife dated 05/24/1993 and recorded with Wells County Recording Office on 06/01/1993 in Book 128, Page 277.  
Property 2: Kevin Reinhard by quit claim deed from Chase M. Fiechter and Jason W. Fiechter dated 10/20/2022 and recorded with Wells County Recording Office on 11/09/2022 as Instrument #20224647.  
Property 3: Kevin Reinhard by quit claim deed from Chase M. Fiechter and Jason W. Fiechter dated 12/08/2022 and recorded with Wells County Recording Office on 12/13/2022 as Instrument #20225065.
5. The land is described as follows:  
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

**WELLS COUNTY LAND TITLE CO INC**  
116 South Main Street, Bluffton, IN 46714  
Telephone: (260) 824-5263

**AGENTS NATIONAL TITLE INSURANCE COMPANY**  
1207 West Broadway Ste C, Columbia, MO 65203

Countersigned by:



By:   
David Townsend, President

\_\_\_\_\_  
Madeline Krill, License #3837351  
Wells County Land Title Co Inc, License #547700

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Page 4 of 11





# 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. Quit Claim Deed from Chase M Fiechter and Jason W. Fiechter to Kevin Reinhard to fix previous title.
6. Warranty Deed from Kevin Reinhard to {buyer}.
7. Split must be approved by Wells County Area Plan Commission. Warranty Deed must have the APC "split" recital and it must be stamped by APC before transfer and recording.

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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. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. All taxes for the year 2024 and subsequent years, not yet due and payable.

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# PRELIMINARY TITLE

8. Parcel 1:  
Taxes for the year 2023 and thereafter.  
Assessed in the names of: Reinhard, Kevin  
Parcel No. 90-08-19-400-005.000-003  
Assessed Valuations: Land- \$70,100; Improvements- \$0; Exemptions- \$0.  
Spring 2023 taxes payable 2024 of \$517.66 unpaid; Fall 2023 taxes payable 2024 of \$517.66 unpaid. Taxes for the year 2024 payable 2025 are now a lien not yet due and payable.  
Ditch Assessment in the name of Rockcreek Cons in the amount of \$11 unpaid.  
Ditch Assessment in the name of Neff in the amount of \$42.96 unpaid.
- Parcel 2:  
Taxes for the year 2023 and thereafter.  
Assessed in the names of: Reinhard, Kevin  
Parcel No. 90-08-19-100-017.000-003  
Assessed Valuations: Land- \$53,500; Improvements- \$0; Exemptions- \$0.  
Spring 2023 taxes payable 2024 of \$395.08 unpaid; Fall 2023 taxes payable 2024 of \$395.08 unpaid. Taxes for the year 2024 payable 2025 are now a lien not yet due and payable.  
Ditch Assessment in the name of Bills Creek in the amount of \$27.26 unpaid.
- Parcel 3:  
Taxes for the year 2023 and thereafter.  
Assessed in the names of: Reinhard, Kevin  
Parcel No. 90-08-19-100-001.000-003  
Assessed Valuations: Land- \$10,500; Improvements- \$0; Exemptions- \$0.  
Spring 2023 taxes payable 2024 of \$77.54 unpaid; Fall 2023 taxes payable 2024 of \$77.54 unpaid. Taxes for the year 2024 payable 2025 are now a lien not yet due and payable.  
Ditch Assessment in the name of Bills Creek in the amount of \$10 unpaid.
9. Wells County Ordinance by and between The Board of Commissioners of the County of Wells and Kevin Reinhard recorded 05/07/2020 in the Wells County Recorder's Office. Instrument No 20201838.
10. Temporary Highway Easement by and between Chase M. Fiechter and Jason W. Fiechter and Sate of Indiana recorded 12/14/2022 in the Office of the Recorder of Wells County, Indiana. Instrument No 20225120. (Parcel 2)
11. Wells County Council Ordinance No 2020-09 by and between Kevin Reinhard and The Board of Commissioners of the County of Wells recorded 05/07/2020 in the Office of the Recorder of Wells County, Indiana. Instrument No 20201838. (Parcel 1)
12. Survey by Joel A. Hoehn, registered surveyor #87-0002, recorded 09/20/2016 in the Office of the Recorder of Wells County, Indiana. Book 73, page 674. (Parcel 2)
13. Right of Way by and between Jennie E. Brewer and Panhandle Eastern Pipe Line Company recorded 07/12/1965 in the Office of the Recorder of Wells County, Indiana. Book 101, page 130. (Parcel 2)
14. Right of Way by and between Jennie E. Brewer and Panhandle Eastern Pipe Line Company recorded 05/14/1954 in the Office of the Recorder of Wells County, Indiana. Book 41, page 63. (Parcel 2)
15. Easement by and between F.M. Brewer and Jennie E. Brewer and Huntington County Rural Electric Membership Corporation recorded 03/11/1939 in the Office of the Recorder of Wells County, Indiana. Book 34, page 126. (Parcel 2)

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# PRELIMINARY TITLE

16. Covenants, plat, conditions and restrictions, if any, appearing in the public records. Any easements or servitudes appearing in the public records. Any lease, grants, exceptions or reservations of minerals or mineral rights appearing in the public records.
17. Tract references are for informational purposes only. All exceptions and requirements shown apply to all Land as described on Schedule A.
18. Loss or damage arising out of irregularities in the electronic records in the Wells County Recorder's Office.
19. The address listed in this Commitment is for informational purposes only. This title insurance commitment only applies to the legal description listed with Schedule C.
20. A Judgment Search was made in the name of Kevin Reinhard and no unreleased judgments were found.

PRELIMINARY

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# PRELIMINARY TITLE

## EXHIBIT "A"

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

### Property 1

The west half of the southeast quarter of Section 19, in Township 26 North, Range 12 East, containing 80 acres of land according to Government Survey,

EXCEPT THEREFROM all that part thereof lying east of the Lake Erie & Western Railroad, containing 3 acres of land.

ALSO, EXCEPT commencing at the northeast corner thereof; thence south 20.92 chains to the west line of the right of way of the Lake Erie & Western Railroad Company; thence southwesterly along said right of way 1.03 chains to center of Prong #1 of Rock Creek Ditch; thence northwesterly along centerline of said Ditch 11.06 chains to the center of the Bluffton & Salamonie Gravel Road; thence northeast along center line of said Gravel Road 17.82 chains to the north 1line of said quarter; thence east 33 links to the place of beginning, containing 10.44 acres, more or less, and leaving for this caption 66 acres, more or less,

ALSO, EXCEPT THEREFROM, all that part thereof lying west of the Bluffton and Salamonie Gravel Road and all that part thereof lying south of County Road known and designated as Ash Road, leaving in the tract hereby conveyed 6.5 acres, more or less.

ALSO, EXCEPT THEREFROM: A part of the west half of the Southeast Quarter of Section 19, Township 26 North, Range 12 East, Wells County, Indiana, being portions of "Tract One", "Tract Two", and "Tract Three", all described in Deed Book 128, Page 277 (all referenced documents are recorded in the Office of the Recorder of Wells County, Indiana), and being that part of the grantor's land lying within the right-of-way lines depicted on the - attached Right-Of-Way Parcel Plat marked Exhibit "B", more particularly described as follows: Commencing at the southwest corner of said Southeast Quarter, designated as point "2" on said Parcel Plat; thence North 0 degrees 06 minutes 25 seconds West (bearings based on the Location Control Route Survey Plat for this project, recorded as Instrument Number 20194364) 847.96 feet along the west line of said Southeast Quarter to the centerline of Hoosier Highway (formerly known as "Bluffton & Salamonie Gravel Road"); thence North 49 degrees 39 minutes 35 seconds East 368.34 feet along said centerline; thence North 50 degrees 58 minutes 11 seconds East 15.00 feet along said centerline to the point of beginning; thence North 39 degrees 01 minute 49 seconds West 40.00 feet to the point designated as "1202" on said Parcel Plat; thence North 50 degrees 58 minutes 11 seconds East 277.38 feet to the point designated as "1203" on said Parcel Plat; thence Northeasterly 199.31 feet along an arc to the left and having a radius of 960.00 feet and subtended by a long chord having a bearing of North 45 degrees 01 minute 19 seconds East and a length of 198.96 feet to the point designated as "1204" on said Parcel Plat; thence North 27 degrees 13 minutes 06 seconds East 167.23 feet to the point designated as "1205" on said Parcel Plat; thence North 27 degrees 08 minutes 13 seconds East 98.50 feet to the point designated as "1206" on said Parcel Plat; thence South 63 degrees 20 minutes 10 seconds East 20.00 feet to the point designated as "1207" on said Parcel Plat; thence North 26 degrees 39 minutes 50 seconds East 364.00 feet to the point designated as "1208" on said Parcel Plat; thence South 63 degrees 20 minutes 10 seconds East 39.83 feet to the centerline of said Hoosier Highway; thence South 26 degrees 28 minutes 50 seconds West 280.79 feet along said centerline; thence South 26 degrees 57 minutes 39 seconds West 125.00 feet along said centerline to the centerline of Neff Ditch (formerly known as "Prong #1 Rock Creek Ditch"), being the southwest corner of the Harold R. and Lesley J. Gaskill real estate described in Deed Book 147, Page 617; thence South 52 degrees 13 minutes 15 seconds East 60.96 feet along said centerline of Neff Ditch and the southwestern line of said Gaskill real estate; thence South 26 degrees 46 minutes 21 seconds West 23.45 feet to the point designated as "1215" on said Parcel Plat; thence South 36 degrees 18 minutes 26 seconds West 179.36 feet to the point designated as "1216" on said Parcel Plat; thence South 20 degrees 35 minutes 56 seconds West 62.83 feet to the point designated as "1217" on said Parcel Plat; thence South 53 degrees 28 minutes 10 seconds West 20.00 feet to the centerline of Ash Road, being the northeast line of the James A. and Tonya S. Ragg real estate described in Deed Book 151, Page 419; thence North 36 degrees 31 minutes 50 seconds West 55.07 feet along said centerline and northeast line to the centerline of said Hoosier Highway, being the north corner of said Ragg real estate; thence along said centerline and the northwestern line of said Ragg real estate Southwesterly 72.44 feet along an arc to

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# PRELIMINARY TITLE

the right and having a radius of 470.00 feet and subtended by a long chord having a bearing of South 46 degrees 33 minutes 15 seconds West and a length of 72.37 feet; thence South 50 degrees 58 minutes 11 seconds West 174.78 feet along said centerline and said northwestern line to the west corner of said Ragg real estate; thence South 44 degrees 59 minutes 12 seconds East 40.22 feet along the southwestern line of said Ragg real estate; thence South 50 degrees 58 minutes 11 seconds West 209.52 feet to the point designated as "1224" on said Parcel Plat; thence North 39 degrees 01 minute 49 seconds West 40.00 feet to the point of beginning and containing 1.671 acres, more or less, inclusive of the presently existing right-of-way, which contains 0.748 acres, more or less.

ALSO, EXEMPT THEREFFROM: PART OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 26 NORTH, RANGE 12 EAST, HARRISON TOWNSHIP, WELLS COUNTY, INDIANA, BEING AN ORIGINAL SURVEY AS SURVEYED BY JOEL A. HOEHN, INDIANA PROFESSIONAL SURVEYOR #87-0002 AND SHOWN ON PLAT OF SURVEY CERTIFIED ON JULY 28, 2022, AS THE STOODY ASSOCIATES JOB NUMBER W-16412 (ALL MONUMENTS REFERENCED HEREIN ARE SET OR FOUND ON THE AFORESAID HOEHN SURVEY), DESCRIBED AS FOLLOWS: STARTING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER FOUND PER RECORD WITNESS; THENCE SOUTH 89 DEGREES 44 MINUTES 48 SECONDS WEST, (GPS BEARING AND THE BASIS FOR THESE BEARINGS), 1369.03 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE CENTERLINE OF THE HOOSIER HIGHWAY WHICH SHALL BE THE PLACE OF BEGINNING; THENCE SOUTH 25 DEGREES 50 MINUTES 03 SECONDS WEST 766.48 FEET ALONG SAID CENTERLINE TO THE NORTH LINE OF DOCUMENT NUMBER 20201967; THENCE ALONG THE LINES OF SAID DOCUMENT NUMBER 20201967 THE FOLLOWING FOUR (4) COURSES: THENCE NORTH 63 DEGREES 19 MINUTES 27 SECONDS WEST, 40.00 FEET; THENCE SOUTH 26 DEGREES 39 MINUTES 50 SECONDS WEST, 364.00 FEET; THENCE NORTH 63 DEGREES 19 MINUTES 27 SECONDS WEST, 20.00 FEET; THENCE SOUTH 27 DEGREES 01 MINUTES 30 SECONDS WEST, 36.71 FEET TO A POINT IN A LEGAL OPEN DRAIN KNOWN AS THE "NEFF"; THENCE NORTH 60 DEGREES 50 MINUTES 57 SECONDS WEST, 836.15 FEET IN SAID OPEN DRAIN TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 06 MINUTES 25 SECONDS WEST, 607.96 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 8% DEGREES 44 MINUTES 48 SECONDS EAST, 1299.07 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE PLACE OF BEGINNING. CONTAINING 20.75 ACRES MORE OR LESS.

Containing in all 42.962 acres, more or less.

## Property 2

Part of the northeast quarter of Section 19, Township 26 North, Range 12 East, Harrison Township, Wells County, Indiana, described as follows:

Beginning at the northeast corner of said northeast quarter found per record witness; thence south 00 degrees 23 minutes 35 seconds west (north 90 degrees 00 minutes 00 seconds east for the north line of the northeast quarter assumed and the basis for these bearings), 1098.40 feet along the east line of said northeast quarter to the centerline of the Norfolk & Southern Railroad; thence south 22 degrees 54 minutes 36 seconds west, 411.80 feet along the centerline of said railroad to the northeast corner of the 14 acre tract described in Deed Record 110, page 25; thence north 89 degrees 18 minutes 21 seconds west, 650.98 feet along the north line of said 14 acre tract to a corner of the 11.09 acre tract described in Deed Record 149, page 159, being in the centerline of the Hoosier Highway; thence north 25 degrees 27 minutes 05 seconds east, 30.85 feet along the east line of said 11.09 acre tract to a P.K. nail at the southwest corner of the 11.26 acre tract described in Deed Record 141, page 875; thence north 25 degrees 27 minutes 14 seconds east, 618.96 feet along the east line of said 11.26 acre tract to a P.K. nail at the southeast corner of the 25.15 acre tract described in Deed Record 149, page 158; thence north 25 degrees 46 minutes 02 seconds east, 203.40 feet along the east line of said 25.25 acre tract to the southeast corner of the 5.55 acre tract described in Deed Record 133, page 752; thence along the east line of said 5.55 acre tract and the east line of said 25.15 acre tract the following four (4) courses; thence north 26 degrees 50 minutes 44 seconds east, 247.53 feet; thence north 29 degrees 07 minutes 00 seconds east, 155.00 feet; thence north 32 degrees 17 minutes 00 seconds east, 170.00 feet; thence north 34 degrees 16 minutes 21 seconds east, 241.97 feet to a P.K. nail on the north line of said northeast quarter; thence north 90 degrees 00 minutes 00 seconds east, 36.85 feet along said north line to the place of beginning. Containing 14.60 acres, more or less.

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# PRELIMINARY TITLE

ALSO, part of the northeast quarter of Section 19, Township 26 North, Range 12 East, Harrison Township, Wells County, Indiana, described as follows:

Beginning at the northwest corner of Lot Number 19, as known and designated on the recorded plat of the Town of Travisville, being the southwest corner of a tract described in Deed Record 128, page 988; thence north 22 degrees 54 minutes 36 seconds east, 462.00 feet to a 5/8 inch rebar stake at the northwest corner of tract; thence south 89 degrees 50 minutes 20 seconds east, 165.00 feet along the north line of tract to the centerline of the Norfolk and Southern Railroad; thence north 22 degrees 54 minutes 36 seconds east, 589.40 feet along said centerline to the southeast corner of the 130.44 acre tract described in Deed Record 110, page 25; thence north 89 degrees 18 minutes 21 seconds west, 650.98 feet along a south line of said 130.44 acre tract to the east line of the 11.09 acre tract described in Deed Record 149, page 159; thence south 25 degrees 27 minutes 05 seconds west, 141.93 feet to a corner of said 11.09 acre tract; thence south 25 degrees 30 minutes 39 seconds west, 640.77 feet along the east line of said 11.09 acre tract to a P.K. nail at the northeast corner of 1.54 acre tract described in Deed Record 150, page 844; thence south 24 degrees 30 minutes 08 seconds west, 259.80 feet along the east line of said 1.54 acre tract and the east line of the 1.46 acre tract described in Deed Record 145, page 377, to the northeast corner of the 0.79 acre tract described in Deed Record 109, page 526; thence south 25 degrees 05 minutes 34 seconds west, 35.00 feet along the east line of said 0.79 acre tract to a mag nail at the intersection of the westerly extension of the north line of said Travisville; thence south 89 degrees 50 minutes 20 seconds east, 535.50 feet along said north line to the place of beginning. Containing 13.55 acres, more or less.

EXEMPT, A part of the Northeast Quarter of Section 19, Township 26 North, Range 12 East, Wells County, Indiana, and being that part the grantors' land lying within the right of way lines depicted on the attached Right of Way Parcel Plat marked Exhibit "B", described as follows: Commencing at the northeast corner of said section, said northeast corner being designated as point "303" on said plat; thence South 89 degrees 51 minutes 17 seconds West 36.85 feet along the north line of said section to the centerline of the Hoosier Highway; thence South 34 degrees 07 minutes 38 seconds West 190.95 feet along said centerline to the point of beginning of this description: thence Southwesterly 153.55 feet along an arc to the right and having a radius of 4,210.00 feet and subtended by a long chord having a bearing of South 19 degrees 42 minutes 03 seconds West and a length of 153.54 feet to point "847" designated on said plat; thence South 24 degrees 56 minutes 50 seconds West 203.37 feet to point "846" designated on said plat; thence Southwesterly 179.82 feet along an arc to the right and having a radius of 4,200.00 feet and subtended by a long chord having a bearing of South 24 degrees 44 minutes 24 seconds West and a length of 179.81 feet to point "845" designated on said plat; thence South 25 degrees 58 minutes 00 seconds West 182.75 feet to point "844" designated on said plat; thence South 41 degrees 13 minutes 51 seconds West 114.02 feet to point "843" designated on said plat; thence North 64 degrees 02 minutes 00 seconds West 29.78 feet to the centerline of said Hoosier Highway; thence North 25 degrees 18 minutes 31 seconds East 3.26 feet along said centerline; thence North 25 degrees 37 minutes 19 seconds East 203.40 feet along said centerline; thence North 26 degrees 42 minutes 01 second East 247.53 feet along said centerline; thence North 28 degrees 58 minutes 17 seconds East 155.00 feet along said centerline; thence North 32 degrees 08 minutes 17 seconds East 170.00 feet along said centerline; thence North 34 degrees 07 minutes 38 seconds East 51.02 feet along said centerline to the point of beginning and containing 0.882 acres, more or less, inclusive of the presently existing right-of-way which contains 0.186 acres, more or less, for a net additional taking of 0.696 acres, more or less.

After all exemptions, containing 27.268 acres, more or less.

### Property 3

A part of the northwest quarter of Section 20, Township 26 North, Range 12 East, bounded and described as follows, to-wit:

Beginning at the northwest corner of said Section 20, and running thence south 808.7 feet; thence east 120.9 feet to the center line of the Lake Erie and Western branch of the Nickel Plate Railroad thence north 22 degrees 30 minutes east along the center line of said railroad 881.1 feet to the north line of said Section 20; thence west along said line 457.6 feet to the place of beginning. Containing 5.36 acres.

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

# PRELIMINARY TITLE

Rev. 12/21

FACTS	WHAT DOES <b>AGENTS NATIONAL TITLE INSURANCE</b> DO WITH YOUR PERSONAL INFORMATION?	
Why?	Your privacy is important to us. We have developed this policy to describe how we collect, use, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Information we receive from you, your representatives, or other parties related to your application for insurance. This may include your social security number, name, address, financial account numbers, driver's license number, or other unique identifiers.</li> <li>• Information about your transactions with us, including information related to your insurance claims</li> <li>• Information from government entities, public records and other third-party sources</li> </ul> <p>When you are <i>no longer</i> a customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Agents National Title Insurance chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Agents National Title Insurance share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes –</b> such as to provide our services and products to you, to respond to your requests and inquiries, to comply with the law and industry standards, to respond to court orders and legal investigations, or to detect or prevent fraud	Yes	No
<b>For our marketing purposes –</b> To offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates everyday business purposes –</b> Information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For our nonaffiliates to market to you</b>	No	We don't share
Questions	Call toll free at (866) 483-2763 or <a href="mailto:privacy@incenterms.com">privacy@incenterms.com</a> .	



# PRELIMINARY TITLE

Page 2

<b>Who we are</b>	
Who is providing this notice?	Agents National Title Insurance
<b>What we do</b>	
<b>How does Agents National Title Insurance protect my information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Agents National Title Insurance collect my personal information?</b>	<p>We collect your personal information, for example:</p> <ul style="list-style-type: none"> <li>• When you interact with us directly or through your attorney, agent, or representative</li> <li>• When you make a claim against your insurance policy</li> <li>• When we receive it from other entities, such as government entities or public records providers.</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial or nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include financial companies such as <i>Boston National Title Agency, LLC, companies with BNT in the name, The Closer, and Companies with Incenter in the Name.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Agents National Title Insurance does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Agents National Title Insurance doesn't jointly market.</i></li> </ul>
<b>Other Important Information</b>	
<p><b>For Vermont Residents:</b> 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. Additional information concerning our privacy policies can be found on our website or by calling 1-(866) 483-2763.</p>	

# PRELIMINARY TITLE



**Wells County Land Title**

116 S. Main St.  
Bluffton, IN 46714  
260-824-5263 P | 260-824-4551 F

## **PRIVACY POLICY**

Title Companies, like other professionals who provide real estate settlement services, are now required by Federal law to inform their clients (customers) of their policies regarding privacy of client information.

We maintain every effort to ensure that unauthorized parties have no access to your information. We do not share information about you or your transaction with ANDREWS & CRELL, P.C. unless they are providing legal services associated with your file, and then only such information as is necessary is provided to them so that they may render services to you. (ANDREWS & CRELL, P.C. is bound by rules of professional conduct which prohibit them from disclosing any information that they acquire as part of their representation of a client.)

### **Types of Nonpublic Personal Information We Collect**

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your personal financial information, your name, address, telephone number, or social security;
- Information about your transactions with us, or others. We receive this information from your lender, accountant, attorney, real estate broker, etc.;
- Information we receive about you that is obtained by us with your authorization; and
- Information from public records.

### **Parties to Whom We Disclose Information**

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice to people outside our firm except as agreed to by you or as required or permitted by law. We restrict access to nonpublic personal information about you to people in our firm who need to know that information to provide products or services to you or requested by you or your Lender. We also provide information on a regular basis to our underwriter, AGENTS NATIONAL TITLE INSURANCE COMPANY, for their business purposes. In all such situations, we stress the confidential nature of information being shared.

### **Protecting the Confidentiality and Security of Current and Former Clients' Information**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with appropriate federal and state regulations and with our professional standards.

# PRELIMINARY TITLE



**Wells County Land Title**

116 S. Main St.  
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## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE**

This disclosure is to give you notice that there is an affiliation by and between Wells County Land Title and Andrews & Crell, P.C.

Because of this relationship, Andrews & Crell, P.C. may receive a financial or other benefit as the result of this referral.

The following services are available:

Deed Preparation

**THERE ARE OTHER SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST RATE FOR THESE SERVICES.**



# PHOTOS

# PHOTOS



**TRACTS 1 & 2**



**TRACTS 1 & 2**

# PHOTOS



**TRACTS 1 & 2**



**TRACT 1**

# PHOTOS



**TRACTS 3-5**



**TRACTS 3-5**



# PHOTOS



# PHOTOS



# PHOTOS



**TRACT 4**



**TRACT 3**

# PHOTOS



**SCHRADER REAL ESTATE & AUCTION CO., INC.**  
950 N. Liberty Dr., Columbia City, IN 46725  
260-244-7606 or 800-451-2709  
SchraderAuction.com

