

7+ Miles North of Elwood or 10 Miles West of Fairmount
ALL CROPLAND/GREAT LOCATION

1 Tract

38.33±
acres

Land

Auction

★

Grant County, IN
Green Township

INFORMATION BOOKLET

- Opportunity
- Acres Well Drained Cropland
- Top Soil Index/Ready to Farm

Wednesday, December 4th • 6 PM



800-451-2709 | SchraderAuction.com

DISCLAIMER:

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

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

OWNER: Donn A. Leach Trust, James L. Gordon Trustee

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

*Albert L. Pfister, AU09200264 | Richard Allen Williams, AU10000259
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 & PROCEDURES

PROCEDURES: The property will be offered in 1 individual tract as a total 38.33+ acre unit. There will be open bidding during the auction as determined by the Auctioneer. Bids on the total property may compete.

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

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

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

DEED: Sellers shall provide Trustee Deed.

CLOSING: The targeted closing date will be within 30 days. The balance of the real estate purchase price is due at closing.

POSSESSION: At closing subject to 2024 crop rights expiring February 1, 2025. 2025 crop rights to be conveyed.

REAL ESTATE TAXES: Seller to pay 2024 taxes payable 2025 to be credited to Buyer(s) at closing. Taxes estimated at \$1,650.55/yr.

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

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

FSA INFORMATION: See Agent.

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

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

AGENCY: Schrader Real Estate and 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 "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, 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 Sellers or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Sellers and Selling Agents reserve the right to preclude any person from bidding if there is any question as the person's credentials, fitness, etc. All decisions of the Auctioneer is final.

ANY ANNOUNCEMENTS MADE THE DAY OF THE SALE TAKE PRECEDENCE OVER PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. AUCTION COMPANY OR OWNER NOT RESPONSIBLE FOR ACCIDENTS.

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 13-15**
(Surety Soils, Topography)
- **FSA INFORMATION** **Page 17-20**
- **DRAINAGE INFORMATION** **Page 21-23**
- **LIME RECORD INFORMATION** **Page 25-26**
- **PRELIMINARY TITLE** **Page 27-38**

For Information Call Auction Manager:
Al Pfister, 260-760-8922 & Rick Williams, 765-639-2394



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

WEDNESDAY, DECEMBER 4, 2024

38.33± ACRES – GRANT 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 Wednesday, November 27, 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
38.33± Acres • Grant County, Indiana
Wednesday, December 4, 2024

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder’s Package for the auction being held on Wednesday, December 4, 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, Wednesday, November 27, 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.

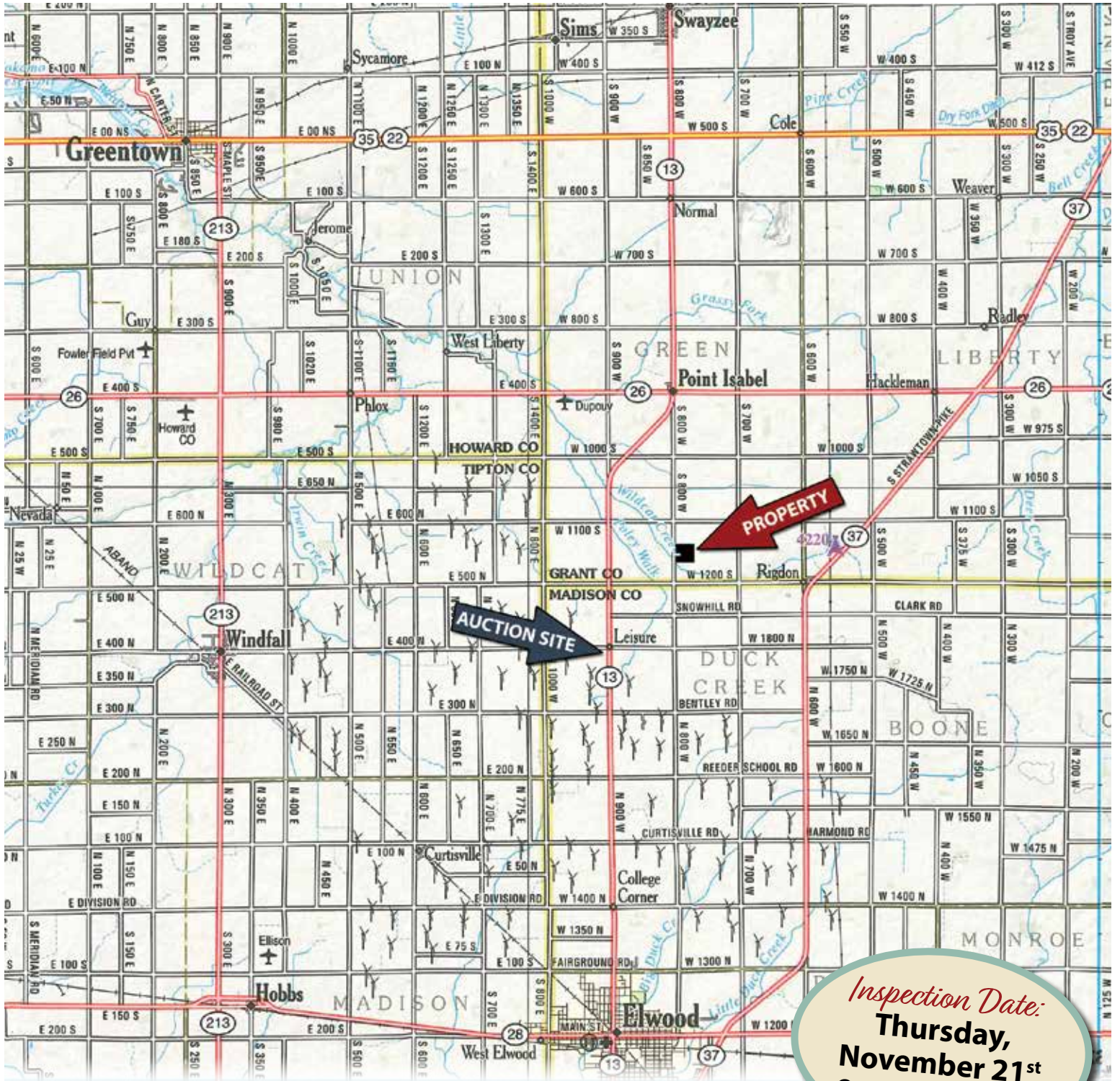
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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



Auction Site: Harmony Christian Church, 9043 West CR 1800N, Elwood, IN 46036.
Southwest corner of Hwy. 13 and Co. Rd. 1800N.

Property Location: S 800W, Fairmount, IN. 1/2 mile north of Co. Rd. 1200S. From Elwood north on Hwy. 13 to Co. Rd. 1200S. East 1/2 mile to CR 800W then north about 1/4 mile.

Inspection Date:
**Thursday,
November 21st
9:00-11:00 AM**

AERIAL TRACT MAP



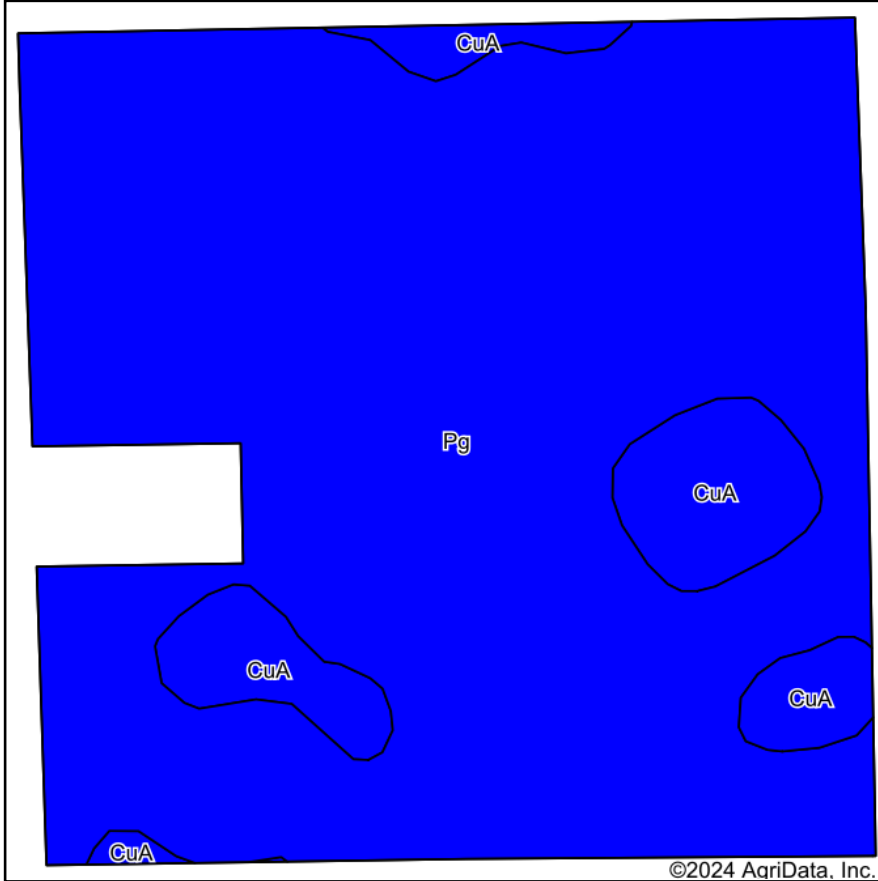
Tract Description:

All acreages are approximate.
(Sec. 2 Twp. 22N R 6E)

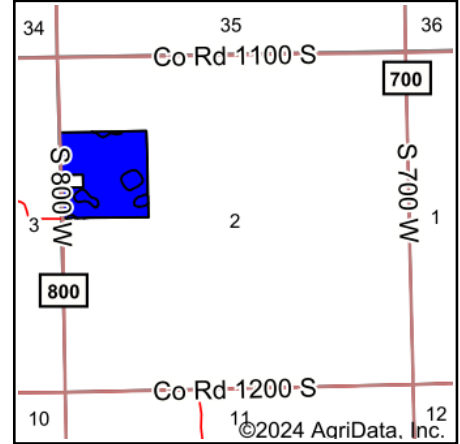
38.33+ ACRES with 37.7 acres cropland. Great frontage on Co. Rd. 800 West. All high quality Patton and Crosby soils. Corn soil index 169 bu.!

SOIL INFORMATION

SOIL MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Grant**
 Location: **2-22N-6E**
 Township: **Green**
 Acres: **38.09**
 Date: **10/28/2024**



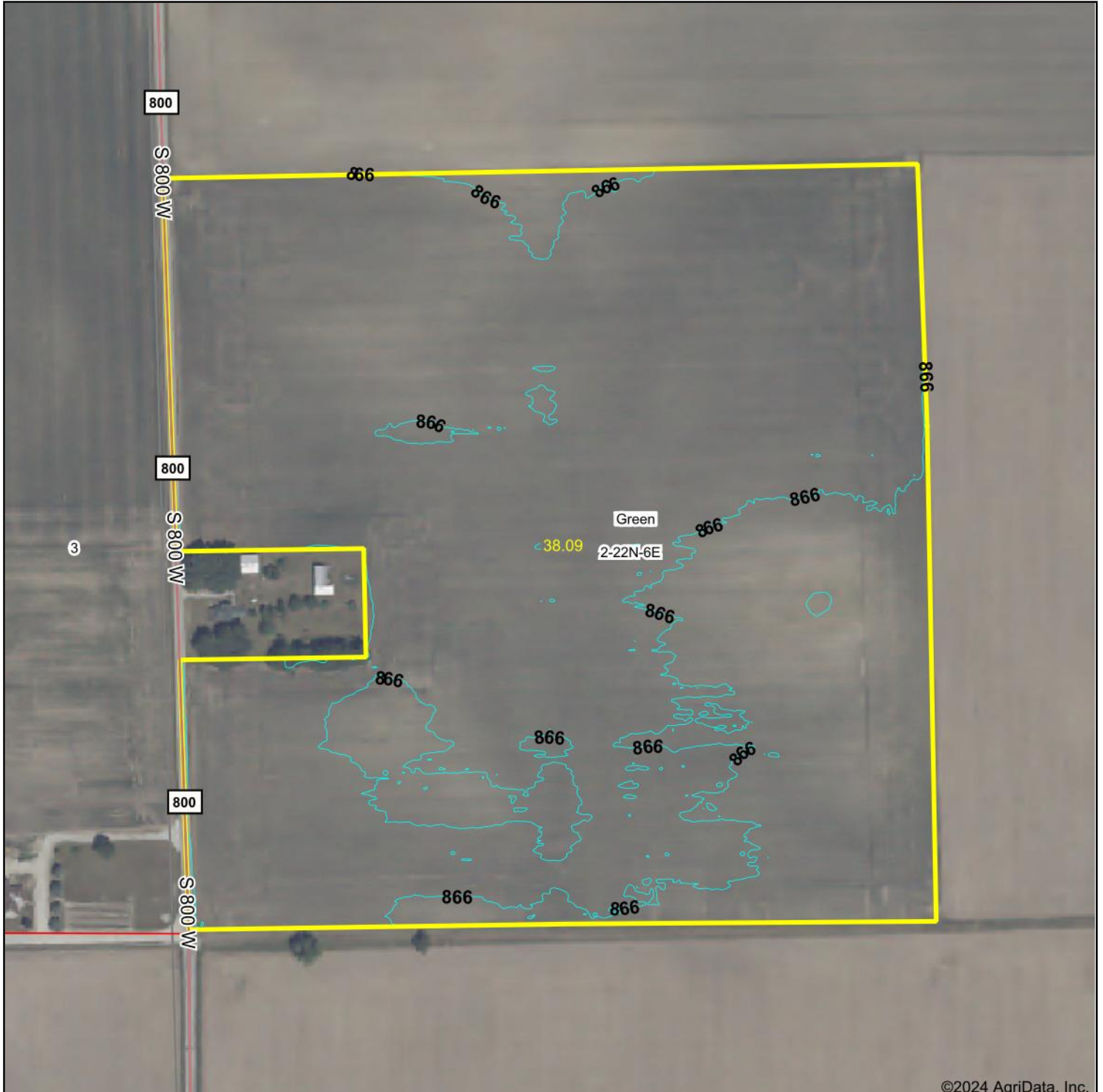
Maps Provided By:



Area Symbol: IN053, Soil Area Version: 31

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu
Pg	Patton silty clay loam, Tipton Till Plain, 0 to 2 percent slopes	33.98	89.2%		llw	173	6	12	61	58
CuA	Crosby silt loam, New Castle Till Plain, 0 to 2 percent slopes	4.11	10.8%		llw	142	5	9	52	55
Weighted Average					2.00	169.7	5.9	11.7	60	57.7

TOPOGRAPHY MAP

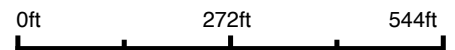


©2024 AgriData, Inc.



© AgriData, Inc. 2023 www.AgriDataInc.com

Source: USGS 1 meter dem
Interval(ft): 2.0
Min: 864.6
Max: 868.2
Range: 3.6
Average: 865.8
Standard Deviation: 0.49 ft



10/28/2024

2-22N-6E
Grant County
Indiana

Boundary Center: 40° 23' 15.34, -85° 49' 18.83

FSA INFORMATION

FSA INFORMATION

INDIANA
MADISON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 6950
Prepared : 11/8/24 12:34 PM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : KENNETH W RUNYAN
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G//F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
39.35	37.86	37.86	0.00	0.00	0.00	0.00	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		CRP	MPL	DCP Ag.Rel. Activity	SOD	
0.00	0.00	37.86	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	19.10	0.00	155	
Soybeans	18.60	0.00	50	
TOTAL	37.70	0.00		

NOTES

--

Tract Number : 9545

Description : B1/1A*GRANT CO* S2 T22N R6E
FSA Physical Location : INDIANA/GRANT
ANSI Physical Location : INDIANA/GRANT
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : DONN A LEACH
Other Producers : DENNIS RUNYAN
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
39.35	37.86	37.86	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
MADISON
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 6950
Prepared : 11/8/24 12:34 PM CST
Crop Year : 2025

Tract 9545 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	37.86	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	19.10	0.00	155
Soybeans	18.60	0.00	50
TOTAL	37.70	0.00	

NOTES

--

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

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

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

FSA INFORMATION

USDA Farm 6950 Tract 9545

2024 Certification map prepared on: 4/2/2024

Administered by: Madison County, Indiana

OP: RUNYAN, KENNETH W

39.35 Tract acres

OW: LEACH, DONN A

37.86 Cropland acres

0 CRP acres

CRP

CLU *Grant*

Wetland Determination Identifiers:

● Restricted Use

▼ Limited Restrictions

■ Exempt from Conservation Compliance Provisions



Source: Primarily USDA NAIP 2022 imagery; IDHS or Dynamap roads; FSA data 2024-03-20 10:59:27

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



CLU	Acres	HEL	LC	Contract	Prac	Yr	C	I
1	37.86	N	2					Y
Crop:								
Type:								
IUse:								
Date:								
NI or IRR								
Shares:								

USDA FSA maps are for FSA program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts information provided directly from the producer and/or NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

DRAINAGE INFORMATION

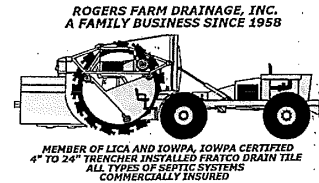
DRAINAGE INFORMATION

ROGERS FARM DRAINAGE, INC.

9320 S. 300 W.
FAIRMOUNT, IN 46928

765-948-5433
E-mail rgrsfd@comteck.com

INVOICE



Mr. Donn Leach

Date	Invoice #
7/21/2011	3539

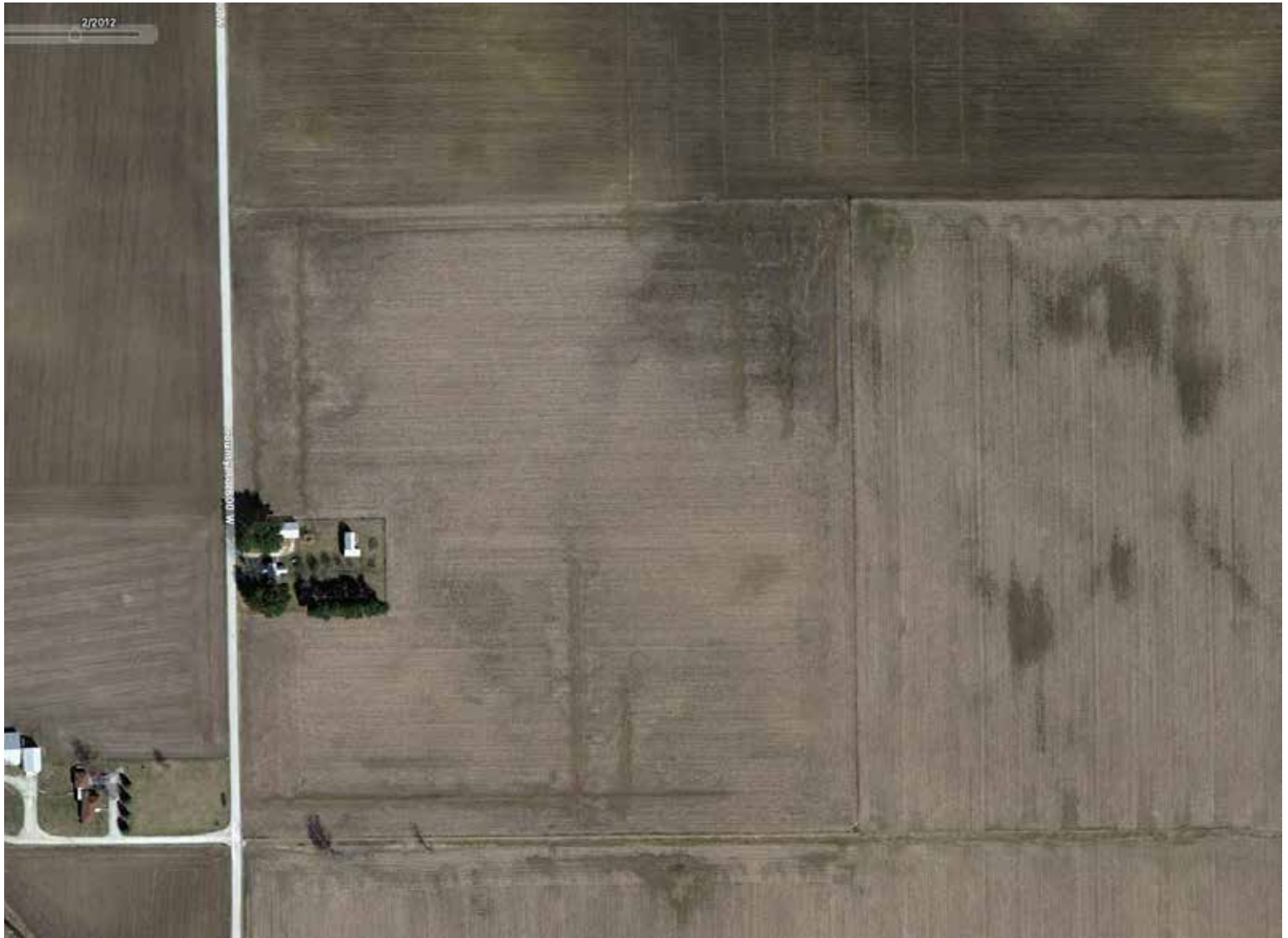
Item	Quantity	Description	Rate	Amount
8" Tubing	1,088	Costs split with George Richey. Your cost was 2/3.	1.50	1,632.00T
8" Tubing	51	All on your property.	2.26	115.26T
8" Smooth-Corr	10	Costs split with George Richey. Your cost was 2/3.	2.72	27.20T
8" Animal Guard	1	Costs split with George Richey. Your cost was 2/3.	10.06	10.06T
8" Reducer Tee	1		14.28	14.28T
8" Reducer	1		4.25	4.25T
6" Tubing	1,210		1.27	1,536.70T
6" Reducer Tee	3		7.17	21.51T
5" Tubing	4,039		0.77	3,110.03T
5" Tee	3		5.96	17.88T
10" Reducer Tee	1		23.57	23.57T
8" Tubing Installation	1,088	Costs split with George Richey. Your cost was 2/3.	0.58	631.04
8" Tubing Installation	51	All on your property.	0.88	44.88
6" Tubing Installation	1,210		0.79	955.90
5" Tubing Installation	4,039		0.79	3,190.81
Discount		Ken Runyan Share	-3,000.00	-3,000.00
			Subtotal	\$8,335.37
UNLESS OTHER ARRANGEMENTS ARE MADE AT THE TIME THE WORK IS DONE, ON BALANCES NOT PAID WITHIN 30 DAYS OF BILLING, A LATE CHARGE OF 1.75% PER MONTH (21% APR) WILL BE ADDED.			Sales Tax (7.0%)	\$455.89
			Total	\$8,791.26

THANK YOU FOR YOUR BUSINESS!

*Pd Aug 15, 2011
1008*

DRAINAGE INFORMATION

GOOGLE EARTH IMAGE - FEBRUARY 2012



LIME RECORD INFORMATION

LIME RECORD INFORMATION

**Lime Bill and Notation that Buyer
will be required to pay 75% of Invoice at Closing or \$992.96?**

Wimmer Lime Service, Inc.
7497 S. 150 E.
FAIRMOUNT, IN 46928
765-948-4001

Spread for 2024 Crop

DATE	INVOICE NO.
1/19/2024	16854

*(frye
-0°)*

BILL TO
KEN AND DENNIS RUNYAN 9740 S 400 W FAIRMOUNT, IN 46928

Date Done

SERVICED	ITEM	DESCRIPTION	QTY	RATE	AMOUNT
1/18/2024	HI CAL	HIGH CALCIUM AG LIME <i>Leach</i> FIELD: <u>38.5</u> ACRES AT 1 TON/ ACRE	40.12 <i>2,084 lb. p.a.</i>	33.00	1,323.96

PRELIMINARY TITLE

PRELIMINARY TITLE



ALTA COMMITMENT FOR TITLE INSURANCE
issued by
OLD REPUBLIC 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, Old Republic National 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 Old Republic 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.

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic 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

- 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>.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

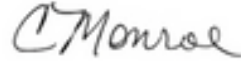


PRELIMINARY TITLE

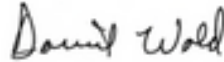
American Land Title Association

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

**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**
1408 North Westshore Blvd, Suite 900, Tampa, FL
33607



By: _____
President



By: _____
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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: GCA Title
Issuing Office: 200 South Washington Street
Marion, IN 46952
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: MAR-24-1123 IH
Issuing Office File Number: MAR-24-1123 IH
Property Address: S 800 W, Fairmount, IN 46928
Revision Number:

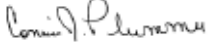
SCHEDULE A

1. Commitment Date: November 11, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Homeowner's Policy
Proposed Insured: **TBD Search**
Proposed Amount of Insurance: **\$1.00 (Subject to change after receiving an executed Purchase Agreement)**
The estate or interest to be insured: **fee simple**
 - (b) 2021 ALTA Loan Policy
Proposed Insured: **TBD**
Proposed Amount of Insurance: **\$**
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:
James L. Gordon, Successor Trustees, under the Donn A. Leach Living Trust dated October 17, 1997, and any amendments thereto
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

GCA TITLE

200 South Washington Street, Marion, IN 46952
Telephone: (765) 664-7371


Countersigned by:

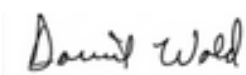


Connie J Plummer, License #727601
GCA Title, License #3572492

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

1408 North Westshore Blvd, Suite 900, Tampa, FL 33607

By: 
President

By: 
Secretary

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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.

Duly authorized and executed Trustee's Deed from James L. Gordon, Successor Trustees, under the Donn A. Leach Living Trust dated October 17, 1997, and any amendments thereto, to TBD Search, to be executed and recorded at closing.

Duly authorized and executed Mortgage from TBD Search, to _____, securing its loan in the amount of \$_____.

5. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34-1. Personal checks exceeding \$500.00 will not be accepted.
6. NOTE: By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the 1100 series of the HUD form as a TIEFF (Title Insurance Enforcement Fund Fee) charge.
7. NOTE: Effective July 1, 2013, IC 27-7-3-22 requires title companies acting as settlement or closing agents to issue a closing protection letter for a fee to a lender, borrower, buyer and seller in residential real estate transactions in which a title policy is to be issued.
8. NOTE: In the event any document is to be notarized using remote online notary, the following requirements apply: A. Confirmation prior to closing that the County Recorder's Office of Grant, Indiana will accept and approve authorized electronic recording of electronically signed and notarized instruments in the form and format being used. B. Electronic recordation in the Recorders Office of Grant of the documents required herein to create the insured estates or interests. C. Execution of instruments in accordance with Indiana law. D. Acknowledgment of the documents required herein to create the insured estates or interests by a notary public properly commissioned as an online notary public by the Indiana Secretary of State with the ability to perform electronic and online notarial acts under IC 33-42-17.
9. NOTE: If an insured closing is completed Short Form Policy/Policies will be issued at the time of closing if applicable.
10. 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 Auditors Office. Strict compliance must be followed using the most recent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic 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

version of the Indiana Sales Disclosure.

11. Seller's closing affidavit to be furnished
12. Mortgagor's closing affidavit to be furnished
13. Documents from Trust showing Trustee/Successor Trustee of the Trust or a Certificate of Trust.
14. The Company reserves the right to add additional items or make further requirements after review of the Executed Purchase Agreement.
15. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
16. NOTE: A 10 year judgment search has been made on Donn A. Leach Living Trust, and we find none.
17. 24 Month Chain of Title:
Quit Claim Deed from Donn A Leach to Donn A. Leach and Joan Leach, Trustees or their successors in trust, under the Donn A. Leach Living Trust dated October 17, 1997, and any amendments thereto recorded March 19, 1999 in Document No. 1999-03702, Grant County Indiana Recorder's Office.
18. NOTE: Comprehensive Endorsement will be issued.
Standard Exceptions will be deleted without a survey
Environmental Endorsement will be issued

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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, attached, 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 encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey.
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 in 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 2025 and subsequent years, not yet due and payable.
8. Acreage shown in the legal description is for identification purposes ONLY. The Company does not insure quantity of land.
9. Property Taxes are as follows:

Tax Year: 2023
Due and Payable: 2024
May Installment: \$505.28
Penalty: \$0.00 Status: PAID
November Installment: \$505.28
Penalty: \$0.00 Status: PAID
Deed Owner: Leach, Donn A & Joan Trstee Liv Trust of Donn A Leach
Land: \$59,100.00
Improvements: \$0.00
Exemptions: \$0.00 (Homestead Standard/Supplemental)
Taxing Unit: Green Township
Tax Id No.: 011-02015-70
Parcel #: 27-13-02-200-005.000-010
Key No.: 11-02-402 & 405
Description: Pt SW NW Sec 2 25.333A

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

PRELIMINARY TITLE

American Land Title Association

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

Tax Year: 2023
Due and Payable: 2024
May Installment: \$255.64
Penalty: \$0.00 Status: PAID
November Installment: \$255.64
Penalty: \$0.00 Status: PAID
Deed Owner: Leach, Donn A & Joan Trstee Liv Trust of Donn A Leach
Land: \$29,900.00
Improvements: \$0.00
Exemptions: \$0.00 (Homestead Standard/Supplemental)
Taxing Unit: Green Township
Tax Id No.: 011-02016-20
Parcel #: 27-13-02-200-009.000-010
Key No.: 11-02-406
Description: SW NW Sec 2 13A

10. Added improvements in place as of January 1, 2024 are subject to assessment which could increase the tax amounts due in 2025, in such cases, the Town or Township assessor should be contacted relative to possible new assessment amounts.
11. The real estate tax information set forth above is all that is currently available in the County Tax computer. Recent computer program changes may have rendered incomplete or inaccurate the available data. THIS INFORMATION MAY NOT BE SUFFICIENT FOR THE PURPOSE OF ESTABLISHING A PROPER REAL ESTATE TAX ESCROW. Neither the Company nor its agent, assume or accept any responsibility for loss, damage, cost or expense due to, or arising out of the unavailability of accurate tax information.
12. 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.
13. NOTE: 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.
14. NOTE: Any map/plat furnished is being done so as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the Land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
15. NOTE: If there is any information you become aware of that is different than as shown on this commitment, because of something filed in another county or Bankruptcy Court, you must contact us prior to closing. We reserve the right to make additional requirements/exceptions based upon the new information obtained.
16. Rights of the public to use the West end of insured land for a public road. (County Road 800 West)
17. Subject access to Parcel No. 27-13-02-200-009.000-010. The company doesn't insure access to this parcel no. It appears that the only access to Parcel No. 27-13-02-200-009.000-010 is through the parcel to the West, Parcel No. 27-13-02-200-005.000-010.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



PRELIMINARY TITLE

EXHIBIT "A"

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

The Southwest Quarter of the fractional Northwest Quarter of Section 2, Township 22 North Range 6 East, in Green Township, Grant County, Indiana,

EXCEPT

Beginning at a point on the West line of the fractional Northwest quarter of Section 2, Township 22 North, Range 6 East, said point being 470.1 feet North of the Southwest corner of said fractional Northwest Quarter, and running thence North 189.5 feet along said West line, thence turn an angle to the right, 90 degrees and 08 minutes, and measure Easterly 327 feet, thence turn an angle to the right, 90 degrees and 37 minutes, and measure Southerly 189.52 feet, thence Westerly 324.5 feet to the place of beginning.

Being a part of the Southwest quarter of the fractional Northwest quarter of Section 2, Township 22 North, Range 6 East and containing 1.417 Acres, more or less.

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

Copyright 2021 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





SCHRADER REAL ESTATE & AUCTION CO., INC.

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

260-244-7606 or 800-451-2709

SchraderAuction.com

