

Investment Home

STEUBEN
COUNTY

A
U
C
T
I
O
N



10375 W 650 N
Orland, IN
2± acres
Offered in 1 Tract

Minutes Away from Both
Brown and Wall Lake

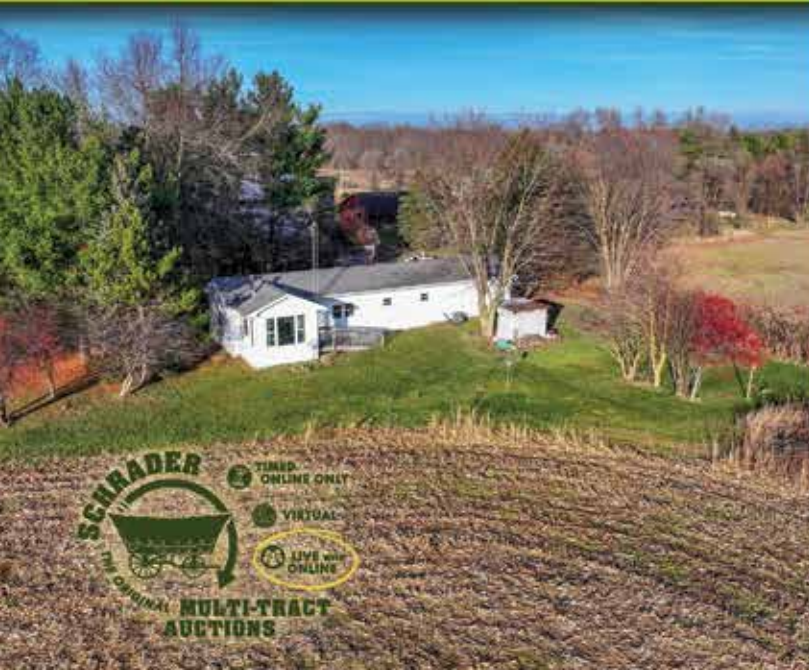
Large Barn and
980± sq ft Mobile Home

Potential Build Site or
Investment Property



Thursday
January 30²⁰²⁵
Held
On-Site at 6pm

INFORMATION Booklet



TIMED ONLINE ONLY

VIRTUAL

LIVE ONLINE

800.451.2709 • SchraderAuction.com

Disclaimer

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

Auction Managers

DANIEL DAYS • 260.233.1401

DEAN RUMMEL • 260.343.8511



Real Estate and Auction Company, Inc.

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

800.451.2709 | 260.244.7606

www.schraderauction.com

Follow us and download our Schrader iOS app



BOOKLET INDEX



Real Estate Auction Registration Forms

Location Map

Tract Map

Tract Descriptions & Auction Terms

Property Survey

County Tax Records

Residential Real Estate Disclosure

Preliminary Title

Property Photos



BIDDER PRE-REGISTRATION FORM

**THURSDAY, JANUARY 30, 2025
HOME – STEUBEN COUNTY, INDIANA**

For pre-registration, this form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725,
Email to auctions@schraderauction.com or fax to 260-244-4431, no later than Thursday, January 23, 2025.
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
Home • Steuben County, Indiana
Thursday, January 30, 2025

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

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

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

1. My name and physical address is as follows:

My phone number is: _____

2. I have received the Real Estate Bidder’s Package for the auction being held on Thursday, January 30, 2025 at 6:00 PM (EST).
3. I have read the information contained in the Real Estate Bidder’s Package as mailed to me or by reading the documents on the website (www.schraderauction.com) and understand what I have read.
4. I hereby agree to comply with all terms of this sale, including paying all applicable buyer’s premiums, and signing and performing in accordance with the Real Estate Purchase Agreement if I am the successful bidder.
5. I understand that Schrader Real Estate and Auction Co., Inc. represent the Seller in this transaction.
6. I am placing a deposit with Schrader Real Estate and Auction Co., Inc. Escrow in the amount of \$_____. I understand that the maximum bid or combination of bids I place may not exceed an amount equal to ten times the amount of my deposit. My deposit is being conveyed herewith in the form of a cashier’s check payable to Schrader Real Estate and Auction, Co., Inc. Escrow or via wire transfer to the escrow account of Schrader Real Estate and Auction, Co., Inc. per the instructions below. I understand that my deposit money will be returned in full via wire transfer on the next business day if I am not the successful high bidder on any tract or combination of tracts.

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

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

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

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

9. This document and your deposit money must be received in the office of Schrader Real Estate & Auction Co., Inc. by **4:00 PM, Thursday, January 23, 2025**. 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:

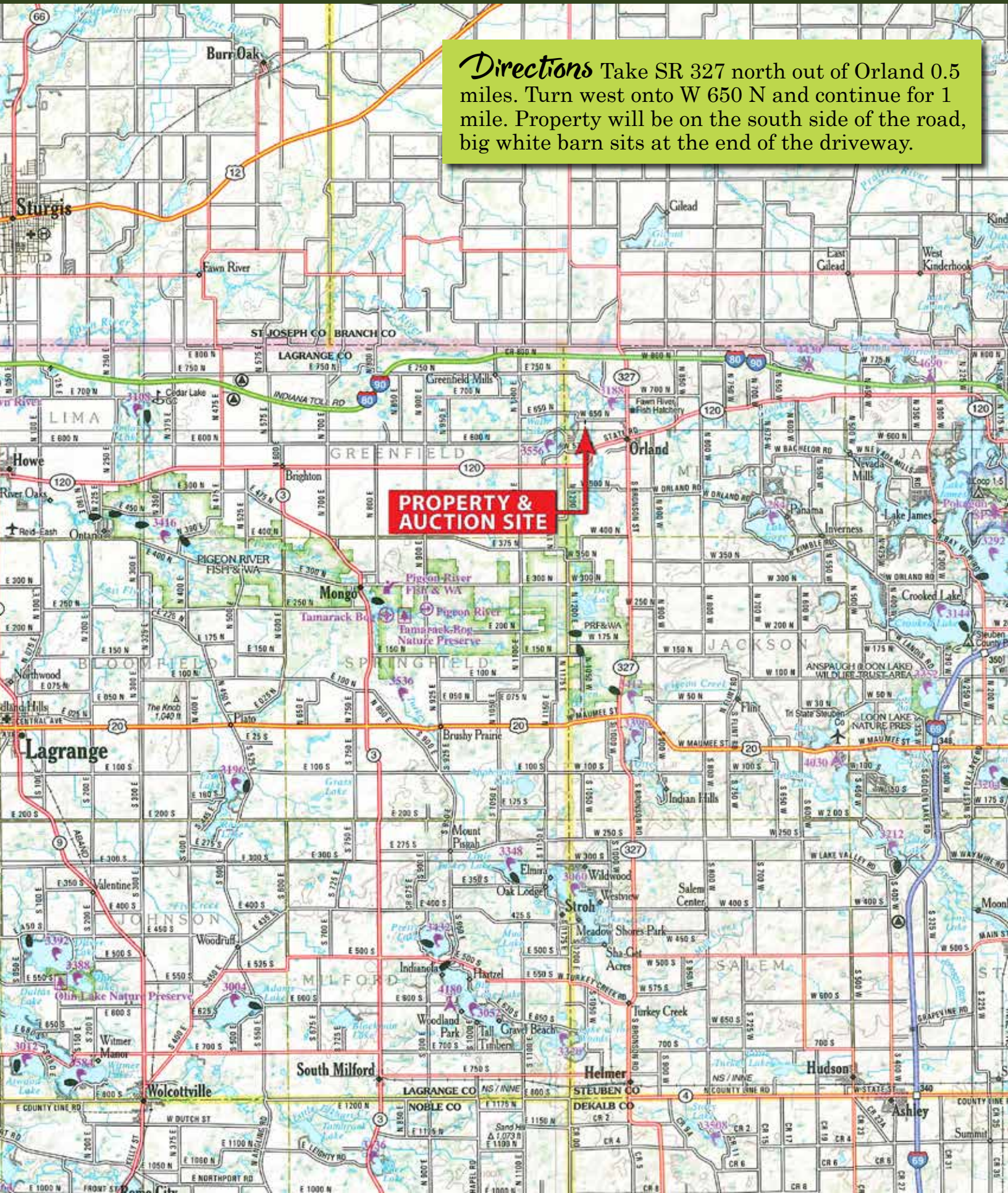
E-mail address of registered bidder: _____

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 Map

LOCATION MAP

Directions Take SR 327 north out of Orland 0.5 miles. Turn west onto W 650 N and continue for 1 mile. Property will be on the south side of the road, big white barn sits at the end of the driveway.



Tract Map

TRACT MAP

Inspection Dates

Saturday, January 11 • 10:00am - 12:00pm

Tuesday, January 21 • 4:00 - 6:00pm



Tract Descriptions

Investment Home

STEUBEN
COUNTY

10375 W 650 N
Orland, IN
2±
acres

Offered in 1 Tract

Investors look in!

Many opportunities await in this secluded property just a few minutes outside the quaint town of Orland, Indiana. A large livestock barn sits surrounded by old grown-up paddocks, waiting to be cleaned up and put to use. The property also includes a 980 sq ft mobile home, with a little elbow grease could make a great home! Sitting on 2 acres you could easily make a great build site and homestead.

Property has its own septic and well. Home has 2 bedrooms and 1 ½ bathrooms. Possible 3rd bedroom that was updated to be a laundry room. Beautiful sunroom off of the living room and good size kitchen. Home has propane heat and provides central air. Not a property you will want to miss, come check it out for yourself!

**A
U
C
T
I
O
N**

980± sq ft mobile home with a large barn and multiple small sheds. Secluded property just north of Orland and only minutes from Wall Lake and Brown Lake.



Inspection Dates
Saturday, January 11
10:00am - 12:00pm
Tuesday, January 21
4:00 - 6:00pm

Auction Terms & Conditions

PROCEDURE: The property will be offered in 1 individual tract. There will be open bidding during the auction as determined by the Auctioneer.

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

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

DEED: Seller shall provide Warranty Deed(s).

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

POSSESSION: Possession is at closing.

REAL ESTATE TAXES: Taxes will be prorated to the day of the closing and will be the responsibility of the Seller. Buyer will be responsible for all taxes thereafter.

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

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

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

DISCLAIMER AND ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Purchase Agreement. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either expressed

or implied, concerning the property is made by the Seller or the Auction Company. All sketches and dimensions in the brochure are approximate. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors, or omissions is assumed by the Seller or the Auction Company. Conduct of the auction and increments of bidding are at the direction and discretion of the Auctioneer. The Seller and Selling Agents reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the Auctioneer are final.

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

Owner Penny L Smith

Auction Managers

Daniel Days • 260.233.1401

Dean Rummel • 260.343.8511

800.451.2709

SchraderAuction.com



Property Survey

PROPERTY SURVEY



J.K. WALKER & ASSOCIATES, P.C.

LAND SURVEYING, CIVIL ENGINEERING, & LAND PLANNING

EST. 1984

Ryan D. Peppler, P.S.

112 West Van Buren Street, Columbia City, IN 46725

Kevin R. Michel, P.E. & P.S.

Phone: 260-244-3640

William D. Kyler, P.S.

www.walkersurveying.net

William C. Green, P.S.

Email: mail@walkersurveying.net

Page 1 of 3

DESCRIPTION OF SURVEYED TRACT

(Part of Document Number 10050437)

Part of the Southeast Quarter of Section 19, Township 38 North, Range 12 East, Steuben County, Indiana (This description prepared by Ryan D. Peppler, LS22300014, as part of original survey SK-124 completed by J.K. Walker and Associates, P.C., dated December 26, 2024), being more particularly described as follows, to wit:

Commencing at a railroad spike found at the Northwest corner of said Southeast Quarter; thence N89°-58'-44"E (deed bearing and used as the basis of bearings for this description), on and along the North line of said Southeast Quarter, a distance of 528.79 feet to a Mag nail at the POINT OF BEGINNING; thence continuing N89°-58'-44"E, on and along said North line, being within the right-of-way of County Road 650N, a distance of 180.00 feet to a gear spike found at the Northeast corner of a certain tract of land in Document Number 10050437 in the records of Steuben County, Indiana, said gear spike also being situated 6.5 feet North of a railroad spike found; thence S01°-02'-37"E, on and along an Easterly line of said tract of land in Document Number 10050437, a distance of 154.31 feet to an iron pin found at an Easterly corner of said tract of land in Document Number 10050437, said iron pin being situated 5.4 feet West of another iron pin found; thence S00°-06'-07"W, on and along an Easterly line of said tract of land in Document Number 10050437, a distance of 154.92 feet to an iron pin found at an Easterly corner of said tract of land in Document Number 10050437, said iron pin being situated 9.0 feet West of another iron pin found; thence S01°-11'-10"E, on and along an Easterly line of said tract of land in Document Number 10050437, a distance of 181.00 feet to a 5/8-inch iron pin capped "Walker"; thence S89°-58'-44"W, a distance of 176.13 feet to a 5/8-inch iron pin capped "Walker"; thence N01°-11'-10"W, a distance of 490.27 feet to the point of beginning, containing 2.00 acres of land, more or less, subject to legal right-of-way for County Road 650N, subject to all legal drain easements and all other easements of record.

FLOOD HAZARD STATEMENT

The accuracy of any flood hazard data shown on this report is subject to map scale uncertainty and to any other uncertainty in location or elevation on the referenced Flood Insurance Rate Map. The surveyed tract appears to be situated in Zone "X", which is not in a flood plain, as said land plots by scale on Map Number 18151C0105E of the Flood Insurance Rate Maps for Steuben County, Indiana, dated December 17, 2013.

THEORY OF LOCATION

This is an original boundary survey of part of the Southeast Quarter of Section 19, Township 38 North, Range 12 East, Steuben County, Indiana, located at 10375W 650N, Orland, Indiana. The surveyed tract is part of a tract of land in Document Number 10050437 in the records of Steuben County, Indiana. The surveyed tract was created as directed by a representative of the owner.

Multiple GPS observations utilizing a WGS84 signal and a local coordinate grid were utilized this survey.

The Northwest corner of said Southeast Quarter is county referenced. A railroad spike was found at this corner and was held this survey.

The Northeast corner of said Southeast Quarter is county referenced. A railroad spike was found at this corner and was held this survey.

A gear spike was found at the Northeast corner of the surveyed tract and was held this survey. A railroad spike was found 6.5 feet South of said Northeast corner.

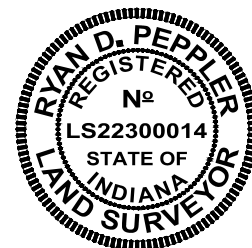
An iron pin was found at an Easterly corner of the surveyed tract and was held this survey. Another iron pin was found 5.4 feet East of said corner.

An iron pin was found at an Easterly corner of the surveyed tract and was held this survey. Another iron pin was found 9.0 feet East of said corner.

The Northwest corner of the surveyed tract was established on the North line of said Southeast Quarter as directed by a representative of the owner. A Mag nail was set at this corner.

The Southeast corner of the surveyed tract was established on an Easterly line of a certain tract of land recorded in Document Number 10050437 in said records, as directed by a representative of the owner. A 5/8-inch iron pin capped "Walker" was set at this corner.

Date: December 26, 2024
Name: Smith, Penny L.
Address: 10375W 650N
Orland IN
Survey #: SK-124



PROPERTY SURVEY



J.K. WALKER & ASSOCIATES, P.C.

LAND SURVEYING, CIVIL ENGINEERING, & LAND PLANNING

EST. 1984

Ryan D. Peppler, P.S.

112 West Van Buren Street, Columbia City, IN 46725

Kevin R. Michel, P.E. & P.S.

Phone: 260-244-3640

William D. Kyler, P.S.

www.walkersurveying.net

William C. Green, P.S.

Email: mail@walkersurveying.net

Page 2 of 3

The Southwest corner of the surveyed tract was established as directed by a representative of the owner. A 5/8-inch iron pin capped "Walker" was set at said Southwest corner.

See survey for other monuments found near the surveyed tract.

See survey for monuments found that are referenced.

The actual calculated lengths and calculated bearings of the lines of said tract of land recorded in Document Number 10050437 in said records, agree with the recorded distances and bearings.

SURVEYOR'S REPORT

In accordance with the Title 865 IAC 1-12 "Rule 12" of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties of the location of the lines and corners established on this survey as a result of:

(A) Availability and condition of referenced monuments.

See comments above concerning monuments set or found and held this survey. The monuments found are in good condition unless otherwise noted. Certain monuments are referenced as shown.

(B) Occupation or possession lines.

Asphalt pavement for County Road 650N exists as shown on this survey.
Stone drive exists as shown on this survey.

(C) Clarity or ambiguity of the record description used and of adjoining's descriptions and the relationship of the lines of the subject tract with adjoining's lines.

None were observed.

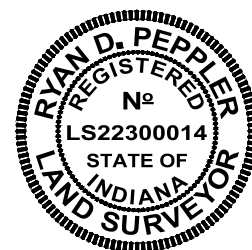
(D) The relative positional accuracy of the measurements.

The Relative Positional Accuracy (due to random errors in measurements) of the corners of the subject tract established by this survey is within the specifications for Suburban surveys: 0.13 feet (40 millimeters) plus 100 parts per million as defined by IAC 865.

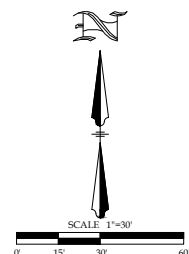
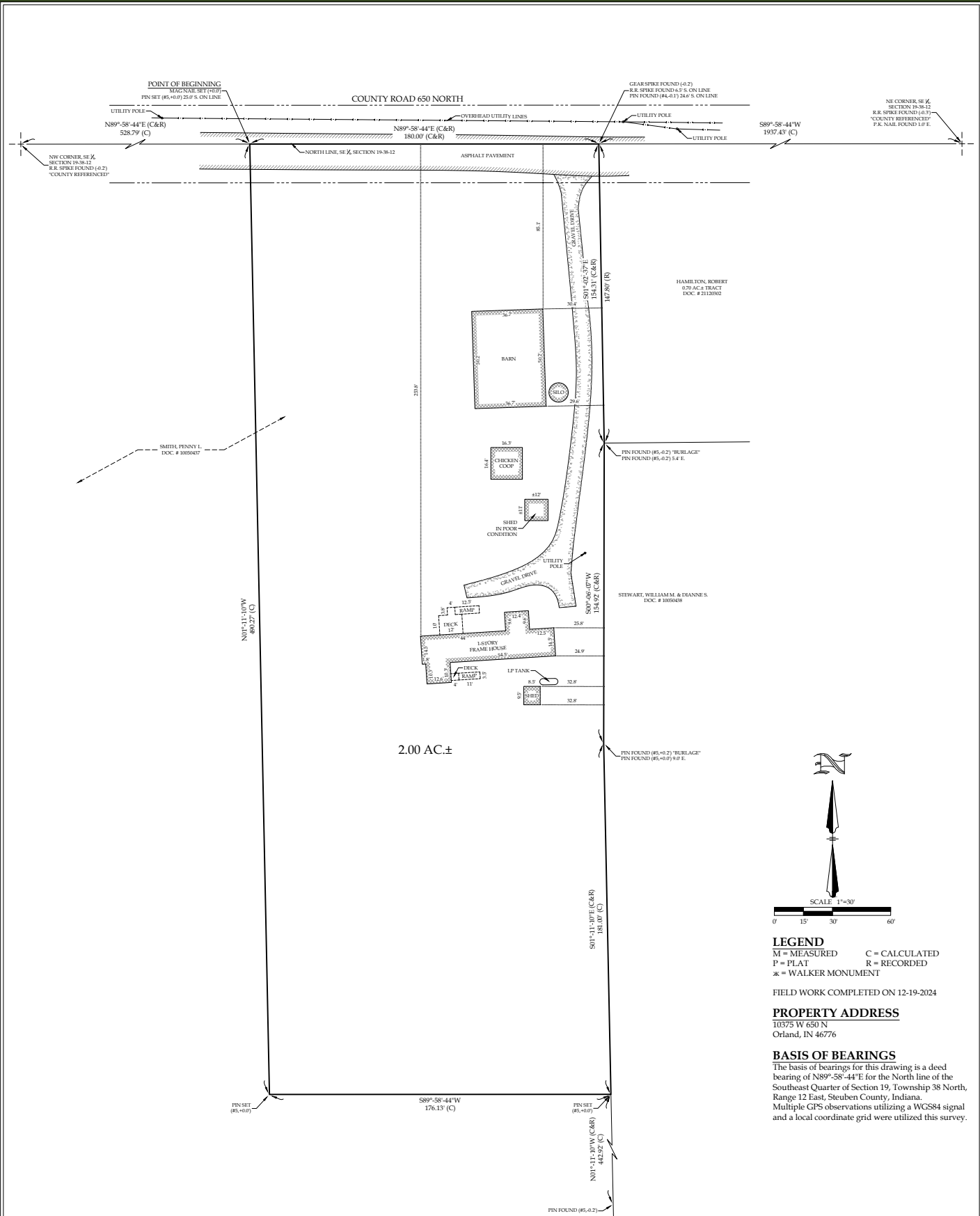
NOTES

1. This survey is subject to any facts and /or easement that may be disclosed by a full and accurate title search. The undersigned should be notified of any additions or revisions that are required. The undersigned was not provided with a current title commitment for use on this survey.
2. For monuments found and set, see survey. All pins set are #5 Rebars with caps marked "Walker".
3. Origin of monuments unknown unless noted on survey.
4. Measurements of this survey are based on aforesaid G.P.S. and/or E.T.S. traverse measurements.
5. Ownership research of the subject tract, and adjoining tracts, was obtained from current tax records on file in the Offices of the county Auditor and Recorder.
6. Utility poles and overhead utility lines exist as shown on this survey.
7. Reference survey by Burlage, dated 10-08-01.
8. I, Ryan D. Peppler, affirm under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Date: December 26, 2024
Name: Smith, Penny L.
Address: 10375W 650N
Orland IN
Survey #: SK-124



PROPERTY SURVEY



LEGEND
M = MEASURED C = CALCULATED
P = PLAT R = RECORDED
* = WALKER MONUMENT

FIELD WORK COMPLETED ON 12-19-2024

PROPERTY ADDRESS
10375 W 650 N
Orland, IN 46776

BASIS OF BEARINGS
The basis of bearings for this drawing is a deed bearing of N89°-58'-44"E for the North line of the Southeast Quarter of Section 19, Township 38 North, Range 12 East, Steuben County, Indiana. Multiple GPS observations utilizing a WGS84 signal and a local coordinate grid were utilized this survey.

WALKER & ASSOCIATES
EST. 1984
112 WEST VAN BUREN STREET
COLUMBIA CITY, IN 46725
Phone: (260) 244-3640 www.walkersurveying.net
Fax: (260) 244-4640 E-mail: mail@walkersurveying.net

**LAND SURVEYING, CIVIL ENGINEERING,
& LAND PLANNING**

CERTIFICATE OF SURVEY
I, THE UNDERSIGNED REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, HEREBY CERTIFY THE HEREON PLAT TO CORRECTLY REPRESENT A SURVEY AS MADE UNDER MY DIRECTION AND THAT THIS SURVEY AND ACCOMPANYING REPORT HAS BEEN COMPLETED IN ACCORDANCE WITH TITLE 865-IAC 1-12 AND ALL OTHER AMENDMENTS THERETO.

Ryan D. Pepler



PART OF THE SOUTHEAST QUARTER OF SECTION 19,
TOWNSHIP 38 NORTH, RANGE 12 EAST, STEUBEN COUNTY, INDIANA

FOR: SMITH, PENNY L.

SCALE: 1"=30'	DRAWN BY: KRM	DRAWING NUMBER
DATE: 12-26-2024	PAGE: 3 OF 3	SK-124

County Tax Records

COUNTY TAX RECORDS

Tax History - Auditor's Office

	2023 Pay 2024	2022 Pay 2023	2021 Pay 2022	2020 Pay 2021
+ Spring Tax	\$243.04	\$228.40	\$203.79	\$200.82
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$243.04	\$228.40	\$203.79	\$200.82
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$10.00	\$10.00	\$0.00	\$10.00
	515-Rob-Giles-Swiger - \$10.00	515-Rob-Giles-Swiger - \$10.00		515-Rob-Giles-Swiger - \$10.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$496.08	\$466.80	\$407.58	\$411.64
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00
- Credits	(\$496.08)	(\$466.80)	(\$407.58)	(\$411.64)
= Total Due	\$0.00	\$0.00	\$0.00	\$0.00

Payments - Treasurer's Office

Year	Receipt #	Transaction Date	Amount
2023 Pay 2024	1231882	4/12/2024	\$496.08
2022 Pay 2023	1206632	4/25/2023	\$466.80
2021 Pay 2022	1129041	4/15/2022	\$407.58
2020 Pay 2021	1079325	4/21/2021	\$411.64

COUNTY TAX RECORDS

Residential - Assessor's Office

Description	Single-Family
Story Height	1
Style	91 Mobile homes
Finished Area	980
# Fireplaces	0
Heat Type	Central Warm Air
Air Cond	0
Bedrooms	2
Living Rooms:	0
Dining Rooms:	0
Family Rooms:	0
Finished Rooms:	0
Full Baths	1
Full Bath Fixtures	3
Half Baths	0
Half Bath Fixtures	0
Kitchen Sinks	1
Water Heaters	1
Add Fixtures	0

Floor	Construction	Base	Finish
1	Wood Frame	980	980

Features	Area
Porch, Enclosed Frame	120
Porch, Enclosed Frame	120
Wood Deck	140

Improvements - Assessor's Office

Descr	PC	Grade	Year Built	Eff Year	Cond	LCM	Size	Nbhd Factor	Mrkt Factor
Single-Family	100	E+2	1972	1972	F	1.01	980	1.53	0
Barn, Bank & Flat (T2) R 01	100	C	1920	1920	A	1.01	1750	1.53	0.65
Silo R 01	100	C	1920	1920	A	1.01	113	1.53	0
Utility Shed R 01	100	C	1920	1920	P	1.01	120	1.53	0
Utility Shed	100	D	1970	1970	P	1.01	64	1.53	0

Transfers - Assessor's Office

Date	New Owner	Doc ID	Book/Page	Sale Price
6/24/2009	SMITH PENNY L	QC	1005/0437	\$0.00
6/24/2009	SMITH PENNY L 1/2 &	AF	1005/0436	\$0.00
5/12/1997	STEWART PENNY L UND 1/2 & WILLIAM	0	9705/0319	\$20,000.00
1/29/1987	ELLIOTT RALPH	0		\$0.00
	ELLIOT RALPH			\$0.00

Residential Real Estate Disclosure

RESIDENTIAL REAL ESTATE DISCLOSURE



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6 / 6-14)

Date (month, day, year)

NOTE: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System					Cistern					
Clothes Dryer	✓				Septic Field / Bed			✓		
Clothes Washer	✓				Hot Tub					
Dishwasher					Plumbing			✓		
Disposal					Aerator System					
Freezer					Sump Pump					
Gas Grill					Irrigation Systems					
Hood					Water Heater / Electric					
Microwave Oven			✓		Water Heater / Gas			✓		
Oven			✓		Water Heater / Solar					
Range			✓		Water Purifier					
Refrigerator			✓		Water Softener	✓				
Room Air Conditioner(s)					Well			✓		
Trash Compactor					Septic & Holding Tank/Septic Mound			✓		
TV Antenna / Dish					Geothermal and Heat Pump					
Other:					Other Sewer System (Explain)					
					Swimming Pool & Pool Equipment					
								Yes	No	Do Not Know
					Are the structures connected to a public water system?				✓	
					Are the structures connected to a public sewer system?				✓	
					Are there any additions that may require improvements to the sewage disposal system?				✓	
					If yes, have the improvements been completed on the sewage disposal system?					
					Are the improvements connected to a private/community water system?				✓	
					Are the improvements connected to a private/community sewer system?				✓	

B. ELECTRICAL SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know
Air Purifier					Attic Fan				
Burglar Alarm					Central Air Conditioning			✓	
Ceiling Fan(s)					Hot Water Heat				
Garage Door Opener / Controls					Furnace Heat / Gas			✓	
Inside Telephone Wiring and Blocks / Jacks					Furnace Heat / Electric				
Intercom					Solar House-Heating				
Light Fixtures			✓		Woodburning Stove			✓	
Sauna					Fireplace				
Smoke / Fire Alarm(s)					Fireplace Insert				
Switches and Outlets			✓		Air Cleaner				
Vent Fan(s)					Humidifier				
60 / 100 / 200 Amp Service (Circle one)					Propane Tank			✓	
Generator					Other Heating Source				

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller <i>Bonnie J. Daniels</i>	Date (mm/dd/yy) 11-27-2024	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.			
Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)

RESIDENTIAL REAL ESTATE DISCLOSURE

Property address (number and street, city, state, and ZIP code)

2. ROOF	YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Age, if known: _____ Years.			✓	Do structures have aluminum wiring?			✓
Does the roof leak?		✓	✓	Are there any foundation problems with the structures?			✓
Is there present damage to the roof?			✓	Are there any encroachments?			✓
Is there more than one layer of shingles on the house?			✓	Are there any violations of zoning, building codes, or restrictive covenants?			✓
If yes, how many layers? _____				Is the present use a non-conforming use? Explain:			
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW	Is the access to your property via a private road?		✓	
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		✓		Is the access to your property via a public road?	✓		
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		✓		Is the access to your property via an easement?		✓	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		✓		Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		✓	
Explain:				Are there any structural problems with the building?		✓	
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)				Have any substantial additions or alterations been made without a required building permit?		✓	
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?		✓	
				Is there any damage due to wind, flood, termites or rodents?		✓	
				Have any structures been treated for wood destroying insects?		✓	
				Are the furnace/woodstove/chimney/flue all in working order?	✓		
				Is the property in a flood plain?		✓	
				Do you currently pay flood insurance?		✓	
				Does the property contain underground storage tank(s)?			✓
				Is the homeowner a licensed real estate salesperson or broker?		✓	
				Is there any threatened or existing litigation regarding the property?		✓	
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		✓	
				Is the property located within one (1) mile of an airport?		✓	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller: <i>Beth G Daniels</i>	Date (mm/dd/yy) <i>11-27-2024</i>	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------

Preliminary Title

PRELIMINARY TITLE



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

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO 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, Commonwealth Land Title Insurance Company, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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



PRELIMINARY TITLE

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

PRELIMINARY TITLE

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

PRELIMINARY TITLE

American Land Title Association

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

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



By: _____
Michael J, Nolan, President



By: _____
Marjorie Nemzura, Secretary

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



PRELIMINARY TITLE

American Land Title Association

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

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

Issuing Agent: Assurance Title Company, LLC
Issuing Office: 102 E Main St.
Albion, IN 46701
Issuing Office's ALTA® Registry ID: 1125584
Loan ID Number:
Commitment Number: 24-1667
Issuing Office File Number: 24-1667
Property Address: 10375 W 650 N, Orland, IN 46776
Revision Number:

SCHEDULE A

1. Commitment Date: December 2, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy
Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below**
Proposed Amount of Insurance: **\$1.00**
The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Penny L. Smith by deed from William M. Stewart and Dianne S. Stewart, husband and wife dated 06/24/2009 and recorded with Steuben County Recorder on 05/18/2010 as Document 10050437.
5. The land is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.


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


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

Countersigned by:

775

Molly McAfee-Eddy, License #461237
Assurance Title Company, LLC, License #924500


By: _____
Michael J, Nolan, President


By: _____
Marjorie Nemzura, Secretary

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



PRELIMINARY TITLE

SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If Assurance Title Company will be serving as the closing agent and this closing will take place on or after July 1, 2009, funds provided in excess of \$10,000.00 must be wired and funds less than \$10,000.00 must be good funds in compliance with IC 27-7-3.7.
6. We have been informed that the required deed will be executed by Bobbie Daniels as Attorney in Fact for Penny Smith pursuant to the provisions of a Power of Attorney recorded October 9, 2024 as Document #24100114 in the office of the Recorder of Steuben County, Indiana. We require that that the required deed contain a recital to evidence the document number where said Power of Attorney is recorded.
7. Duly authorized and executed Deed from Penny L. Smith, to Proposed Insured, to be executed and recorded at closing.

NOTE: Said deed must contain a recital to evidence the common identity of Penny L. Smith and Penny Smith.

8. NOTE: Disclosure of Sales Information form(s) prescribed by the State Board of Tax Commissioners pursuant to IC 6-1.1-5.5 must be filed with the Auditor's Office. Strict compliance must be followed using the most recent version of the Indiana Sales Disclosure. (1 SD)
9. Vendors, (Sellers), Closing Affidavit to be furnished this office.
10. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
11. RELEASE OF THE FOLLOWING MORTGAGE:
Mortgage from Penny L. Smith to Yoder & James, LLC in the original principal amount of \$4,380.00, dated November 19, 2024, recorded November 25, 2024 as Document #24110442.
12. RELEASE OF THE FOLLOWING MORTGAGE:
Mortgage from Penny L. Smith to Lutheran Life Villages in the original principal amount of \$33,000.00, dated November 19, 2024, recorded November 25, 2024 as Document #24110443.

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

PRELIMINARY TITLE

SCHEDULE B, PART II – Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance or other matter affecting the Land that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. NOTE: Indiana state law, effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. This law can be found at Indiana Code § 1-1-16-1, et seq. ("the Act"). Any loss or damage resulting from a violation of the Act is excluded under the terms of the Policy.
8. Taxes for 2023 payable 2024
Parcel No. 760419000007000007
Tax Unit of Millgrove Township
State ID No. 76-04-19-000-007.000-007
May 10 \$243.04 PAID
November 12 \$243.04 PAID
Assessed Valuation: Land \$57,600 Improvements \$33,300
Exemptions \$29,280-HOME / \$7,808-SUPP
9. Annual assessment for the maintenance of 515-Rob-Giles-Swiger Drain 2024 in the amount of \$10.00 PAID.
10. Taxes for 2024 due and payable 2025, and subsequent taxes.
11. 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.
12. 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.

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

PRELIMINARY TITLE

13. Right of way for drainage tiles, feeders and laterals, if any.
14. Rights of the public, State of Indiana, County of Steuben and the municipality in and to that part of the premises taken or used for road purposes.
15. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.

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

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 Steuben, State of Indiana and is described as follows:

Part of the Southeast Quarter of Section 19, Township 38 North, Range 12 East, Steuben County, Indiana, described as follows: Beginning at a County referenced railroad spike marking the Northwest corner of the Southeast Quarter of said Section 19; thence North 89 degrees 58 minutes 44 seconds East (a deed bearing of South 01 degree 11 minutes 10 seconds East along the West line of the quarter section is the basis for bearings in this description), along the North line of said Southeast Quarter, a distance of 708.79 feet (recorded 709.0 feet) to a gear spike; thence South 01 degree 02 minutes 37 seconds East, along the Northerly prolongation of the West line and West line of lands previously conveyed by Deed Record 237, page 277, a distance of 154.31 feet to a #5 rebar stake; thence South 00 degrees 06 minutes 07 seconds West 154.92 feet to a #5 rebar stake; thence South 01 degree 11 minutes 10 seconds East 2331.93 feet to a #5 rebar stake on the South line of said Southeast Quarter; thence South 89 degrees 31 minutes 32 seconds West, along said South line, 704.83 feet to a #5 rebar stake marking the Southwest corner of said Southeast Quarter; thence North 01 degree 11 minutes 10 seconds West, along the West line of said Southeast Quarter, a distance of 1032.57 feet to the Southwest corner of lands previously conveyed by Document #97-05-0318; thence along the South, East and North boundaries of said Document #97-05-0318 with the following described courses: North 83 degrees 10 minutes 21 seconds East 475.14 feet (recorded 473.7 feet) to a #4 rebar stake in a fence; thence North 02 degrees 14 minutes 05 seconds West 582.75 feet (recorded 583.0 feet) to a #4 rebar stake in a fence; thence South 83 degrees 47 minutes 54 seconds West 463.96 feet (recorded 463.5 feet) to the Northwest corner of said tract, being a point on the West line of said Southeast Quarter; thence North 01 degree 11 minutes 10 seconds West, along said West line, 1025.41 feet to the point of beginning, containing 36.51 acres, more or less.

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

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.



Property Photos



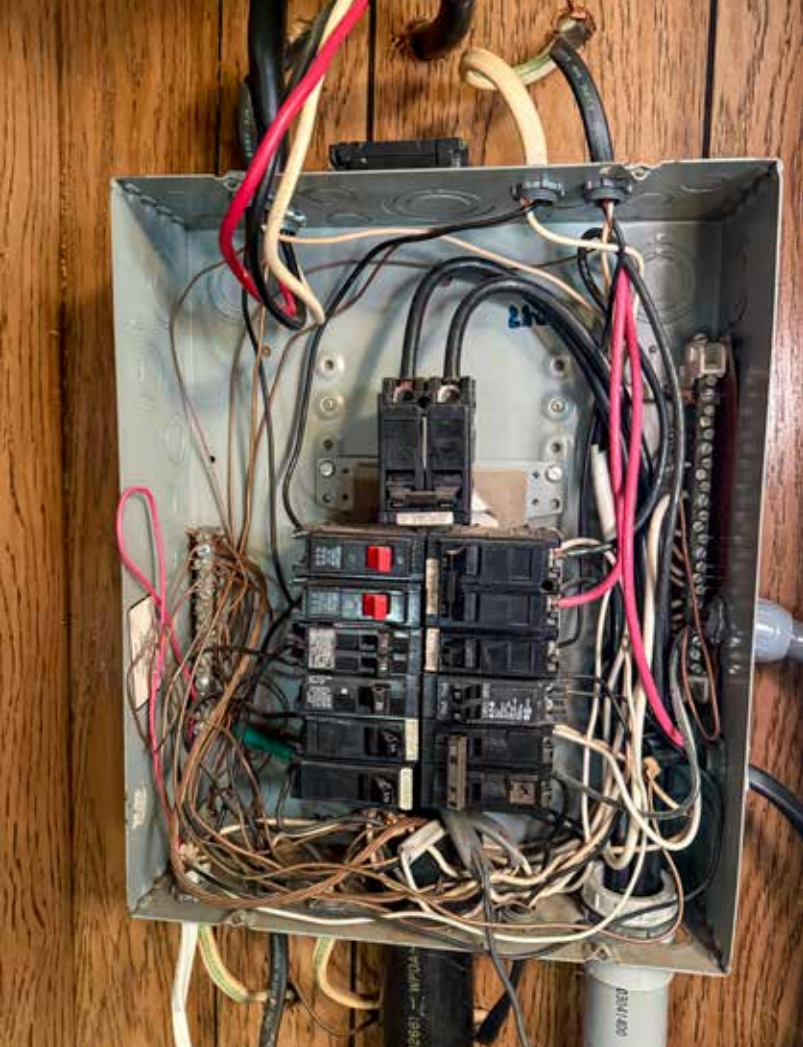




















Auction Managers

Daniel Days • 260.233.1401
#RB22000867

Dean Rummel • 260.343.8511
#RB14052473, #AU08801377



SCHRADER

Real Estate and Auction Company, Inc. #AC63001504

950 North Liberty Drive, Columbia City, IN 46725

800.451.2709 • 260.244.7606 • www.schraderauction.com



YouTube