

LAND AUCTION

Wayne County
39.9±
Offered in 1 Tract *acres*
All Cropland

INFORMATION *Booklet*

- Adjoining Centerville City Limits
- Excellent Location
- 3 Miles West of Richmond
- Crop Rights 2025 Conveyed
- FSA/USDA Cropland 39.81 Acres
- Productive Cropland/Soil Index 141.2 Bu.



800.451.2709
SchraderAuction.com

THURSDAY, JANUARY 23 AT 1:00PM

Held at the Cope Center, Centerville, IN • Online Bidding Available

Disclaimer

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

*Auction
Managers*

Steve Slonaker • 765-969-1697 (cell)

Andy Walther • 765-969-0401 (cell)



950 N. Liberty Dr., Columbia City, IN 46725
800.451.2709 | 260.244.7606
www.schraderauction.com

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BIDDER PRE-REGISTRATION FORM

THURSDAY, JANUARY 23, 2025

39.9± ACRES – WAYNE 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 16, 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
39.9± Acres • Wayne County, Indiana
Thursday, January 23, 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 23, 2025 at 1:00 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 16, 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



Auction Site: Cope Center, 1730 Airport Rd, Centerville, IN. From Centerville east 1/2 mile to Airport Rd on south side then 1/2 mile south.

Property Location: Eliaison Rd, just east of Centerville, IN.
1/4 mile north of intersection of US 40 and Eliaison Rd or 1 mile east of Centerville.

TRACT MAP



TRACT MAP

Inspection Dates: Inspection at your own schedule subject to ground condition. Come to Schrader Office, 300 N. Morton or 7141 College Corner Rd. if any questions.



TRACT DESCRIPTIONS



LAND AUCTION

39.9±
Offered in 1 Tract *acres*
All Cropland

(Sec. 21 Twp. 16N R 14E) All acreages are approximate with about 39 acres cropland.

Tract 1: 39.9+ acres nearly all cropland. About 736 ft. of frontage on Eliason Rd. 2 waterways. Great location and investment cropland. Centerville Zoning (AG). Just north of US 40.

Auction Terms & Conditions:

PROCEDURES: The property will be offered in 1 individual tract, as a 39.9± acre unit. There will be open bidding during the auction as determined by the Auctioneer.

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; cashiers 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.

PURCHASE DOCUMENTS: Immediately after the close of bidding, the high bidder will sign purchase documents in the form provided in the bidder packets.

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

DEED: Sellers shall provide Warranty Deed.

CLOSING: The targeted closing date will be February 21, 2025. The balance of the real estate purchase price is due at closing.

POSSESSION: At closing. 2025 crop rights to be conveyed.

REAL ESTATE TAXES: Seller to pay 2024 taxes payable 2025 to be credited to Buyer(s) at closing. 2024 taxes at

\$1,483.98/yr.

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

SURVEY: A new survey will be provided. Buyer(s) and Seller will share survey expense 50:50.

FSA INFORMATION: Farm #5639, Tract 1195. Bases corn, beans & wheat.

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 decision 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.

Owner: JoAnn Tubesing and Dale R. Tubesing, Jr.

Auction Managers Steve Slonaker • 765-969-1697 (cell)
Andy Walther • 765-969-0401 (cell)



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MULTI-TRACT AUCTIONS

SURVEY



SURVEY

Exhibit "A"

Land Description 39.894 Acre Tract

Situated in the Northwest Quarter and Southwest Quarter of Section 21, Township 16 North, Range 14 East, Center Township, Wayne County, Indiana, and being more particularly described as follows:

Beginning at a copperweld monument found at the southwest corner of the Northwest Quarter of said Section 21 in South Eliason Road;

thence North 89° 28' 40" East 342.24 feet along the south line a 4.05 acre tract described in Deed Record Book 475, Page 417 to a found iron pipe;

thence North 00° 38' 00" West 588.54 feet along the east line of said tract to a rebar and cap set on the south line of the former Penn-Central Railroad;

thence North 65° 58' 00" East 1130.41 feet along the south line of former railroad to a set rebar and cap;

thence South 00° 03' 32" East 1617.32 feet entering the Southwest Quarter of said Section 21 to a set rebar and cap;

thence South 82° 49' 53" West 1375.13 feet to a mag nail set on the west line of said Southwest Quarter in said South Eliason Road;

thence North 00° 25' 15" West 736.94 feet along the west line of said Quarter in said Road to the point of beginning, containing a total of 39.894 acres, more or less, there being 19.262 acres in the Northwest Quarter, and 20.632 acres in the Southwest Quarter.

SUBJECT TO: The right-of-way for South Eliason Road, and all legal easements and rights-of-way of record.

SUBJECT TO: Rights-of-way for drainage ditches, drainage tiles, feeders and laterals, if any.

All rebar and caps set are 5/8 inch reinforcing rod with yellow plastic cap stamped "McAvene 20200050"

This is to certify that the above description and the attached plat were prepared this 6th day of January 2025 from a recent land survey under my direction and supervision and is true and correct to the best of my knowledge and belief.

Rick L. McAvene

Rick L. McAvene
Professional Land Surveyor
License No. 20200050
State of Indiana



SURVEY

N.W. & S.W. 21 16N 14E CENTER WAYNE INDIANA EXHIBIT "B"
 QUARTERS SECTION TOWNSHIP RANGE TOWNSHIP COUNTY STATE NORTH

← LAND DESCRIPTION DIRECTION

P.O.B. = POINT OF BEGINNING FOR 39.894 ACRE TRACT LAND DESCRIPTION BEING THE N.W. CORNER OF THE S.W. QUARTER OF SECTION 21

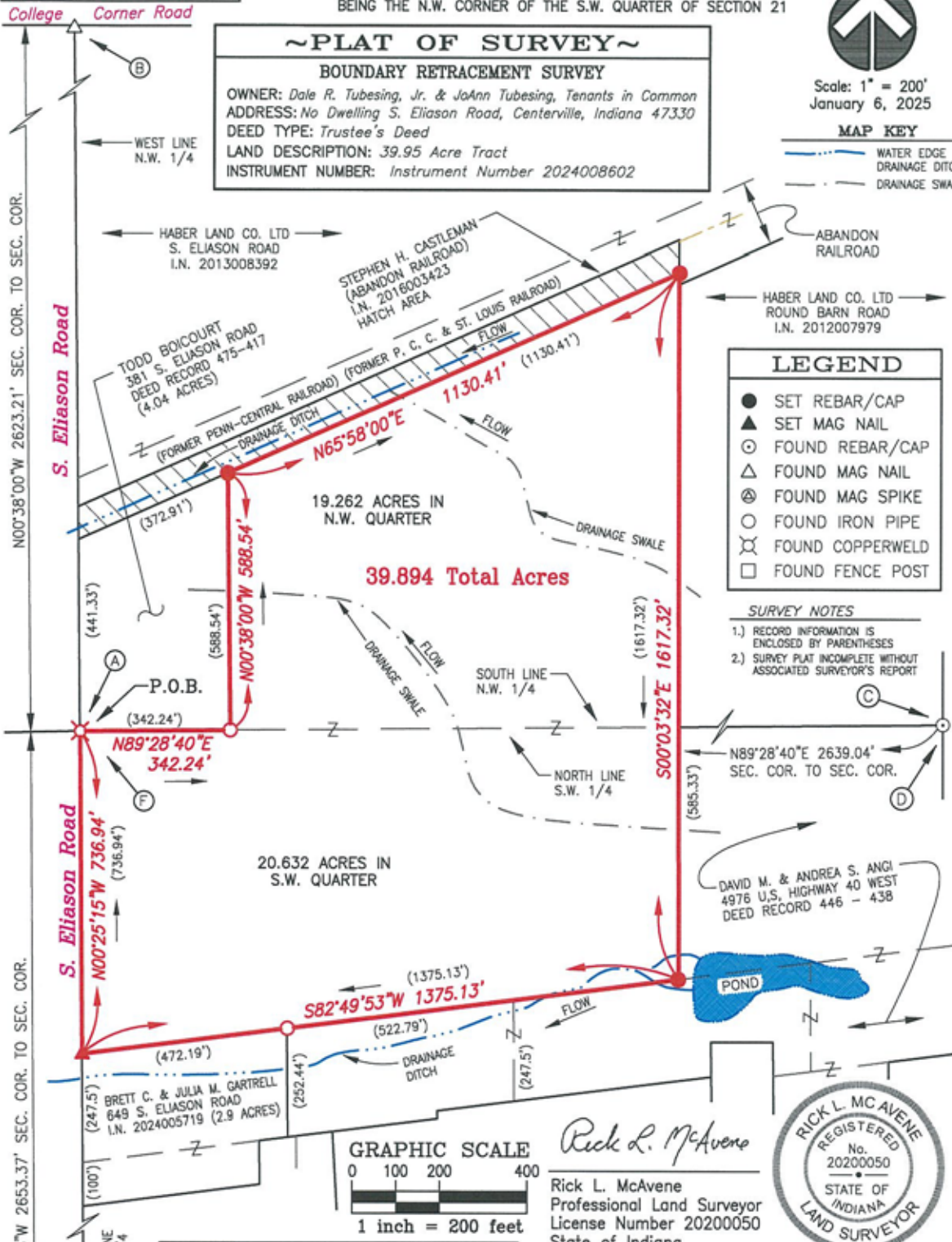


Scale: 1" = 200'
 January 6, 2025

MAP KEY

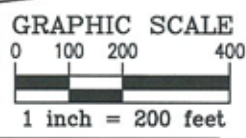
- WATER EDGE
- DRAINAGE DITCH
- DRAINAGE SWALE

~PLAT OF SURVEY~
BOUNDARY RETRACEMENT SURVEY
 OWNER: Dale R. Tubesing, Jr. & JoAnn Tubesing, Tenants in Common
 ADDRESS: No Dwelling S. Eliason Road, Centerville, Indiana 47330
 DEED TYPE: Trustee's Deed
 LAND DESCRIPTION: 39.95 Acre Tract
 INSTRUMENT NUMBER: Instrument Number 2024008602



- LEGEND**
- SET REBAR/CAP
 - ▲ SET MAG NAIL
 - FOUND REBAR/CAP
 - △ FOUND MAG NAIL
 - ⊗ FOUND MAG SPIKE
 - FOUND IRON PIPE
 - ⊗ FOUND COPPERWELD
 - FOUND FENCE POST

- SURVEY NOTES**
- 1.) RECORD INFORMATION IS ENCLOSED BY PARENTHESES
 - 2.) SURVEY PLAT INCOMPLETE WITHOUT ASSOCIATED SURVEYOR'S REPORT



SECTION CORNER TABLE					
LABEL	CORNER	QUARTER	SECTION	SECTION	MONUMENT
A	S.W.	N.W.	21	21	COPPERWELD
B	N.W.	N.W.	21	21	MAG NAIL
C	S.E.	N.W.	21	21	KRAMER CAP
D	N.E.	S.W.	21	21	KRAMER CAP
E	S.W.	S.W.	21	21	MAG SPIKE
F	N.W.	S.W.	21	21	COPPERWELD

Rick L. McAvene
 Rick L. McAvene
 Professional Land Surveyor
 License Number 20200050
 State of Indiana



River Valley Surveying
 Serving East Central Indiana
Rick L. McAvene
 Professional Land Surveyor
 3602 Woods Drive
 Richmond, IN 47374
 Office: 765-935-5172
 Cell: 765-967-2801

SURVEY



~SURVEYOR'S REPORT~

REAL ESTATE DESCRIPTION & LOCATION

Situated in the Northwest Quarter and Southwest Quarter of Section 21, Township 16 North, Range 14 East, Center Township, Wayne County, Indiana, and being 39.95 acre tract described in Instrument Number 2024008602 currently conveyed to Dale R. Tubesing, Jr. and JoAnn Tubesing as Tenants in Common by Trustee's Deed recorded in the Office of the Wayne County Recorder, located along South Eliason Road, Centerville, Indiana 47330.

SURVEY TYPE & PURPOSE

This boundary retracement survey was completed at the request of Steven Slonaker with Schrader Real Estate & Auction Company, Centerville, Indiana. The attached land description and survey map was prepared January 6, 2025 from a recent field survey made under my direction and supervision utilizing GPS Observation with a Leica Viva NetRover and the InCORS Network.

OBSERVATIONS AND OPINIONS

The following observations and opinions are submitted regarding the various uncertainties in the locations of lines and corners established on this survey as a result of:

- a) Availability and condition of reference monuments
- b) Discrepancies or ambiguities in record documents
- c) Occupation or possession lines
- d) Random errors in measurements

The Relative Positional Accuracy of the location of the corners established by this survey is within the specifications for a Rural Survey (0.26 feet) as defined in Title 865.

PUBLIC LAND SURVEY SYSTEM CORNERS

Section corner monuments used for this survey are referenced on the survey map, verified per Wayne County Surveyor's Office records.

REFERENCE DEED

Dale R. Tubesing, Jr. and JoAnn Tubesing Trustee's Deed recorded on December 9, 2024 as Instrument Number 2024008602.

REFERENCE DEED LAND DESCRIPTION

Subject's current land description was created by Philip Thornburg, (RLS No. 4555) around 1979, with associated survey map referenced as "Survey B" below.

SURVEY REFERENCE

A.) Survey of a 4.05 acre tract located at 381 South Eliason Road by D. Richard Jackson, (RLS No. 12876) dated November 15, 1973. On file in the County Surveyor's Office.

B.) Survey of subject's 39.95 acre tract by Philip Thornburg, (RLS No. 4555) dated in 1979. On file in the County Surveyor's Office.

C.) Survey of a 18.819 acre tract located at 4976 U.S. Highway 40 by John E. Beals, (RLS No. 7955) dated July 27, 1987. On file in the County Surveyor's Office.

D.) Survey for Mosey Real Estates located east of subject's tract by Bradley J. Kramer, (RLS No. 20100020) dated April 8, 2005. On file in the County Surveyor's Office.

SURVEY

E.) Survey of 6.964 acres of abandon railroad by Gordon E. Moore, (RLS No. 20400025) dated February 28, 2013 and recorded on July 10, 2013 as Instrument Number 2013006168.

OCCUPATION OR POSSESSION LINES

381 S. ELIASON ROAD PROPERTY LINES: This property is occupying approximately 15 feet wide strip of grass lawn along their east property line, and approximately 12 feet wide strip of grass lawn along their south property line.

EAST PROPERTY LINE: The common crop edge generally follows the east property line of subject's tract.

SOUTH PROPERTY LINE: Fence remnants were found generally along the south property line of subject's tract.

S.E. PROPERTY CORNER: The property located at 4976 U.S. Highway 40 has a pond that grains across subject's southeast property corner as shown on the survey map.

SURVEY NOTES:

- 1.) The property lines established for this survey were from the most current recorded descriptions. An abstract or title search may reveal the existence of matters of ownership, easements and rights of others not otherwise apparent. No title commitment has been provided for review.
- 2.) Unplatted easements, setback lines, restrictive covenants, or land use regulations affecting the subject's tract are shown only when documentation of such matters have been furnished by the client.
- 3.) Bearings were established using the Indiana Department of Transportation's Virtual Reference System (INDOT VRS) and are based upon the State Plane Coordinate System, (SPCS), Indiana East Zone; NAD 1983. (2011)
- 4.) All rebar and cap set are 5/8 inch by 24 inch reinforcing rods, with a yellow plastic cap stamped "McAvene 20200050".

UNCERTAINTIES IN LOCATIONS

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established in this survey are as follows:

Due to discrepancies in the record deeds and plat: + or - 1.0 feet.

Due to variances in reference monuments: + or - 0.5 feet

Inconsistencies in lines of occupation: + or - 5.0 feet

Random errors in measurement (Relative Positional Accuracy): Rural Survey: plus or minus 0.26 feet, as defined by Title 865, I.A.C. 1-12.

CERTIFICATE OF SURVEY

I hereby certify that the work on this survey was performed by me, that all information contained within this report is true and correct to the best of my knowledge and belief, and that this report and associated survey plat meets or exceeds the minimum standards for survey practices in the state of Indiana.



Rick L. McAvene
Professional Land Surveyor
License Number 20200050
State of Indiana

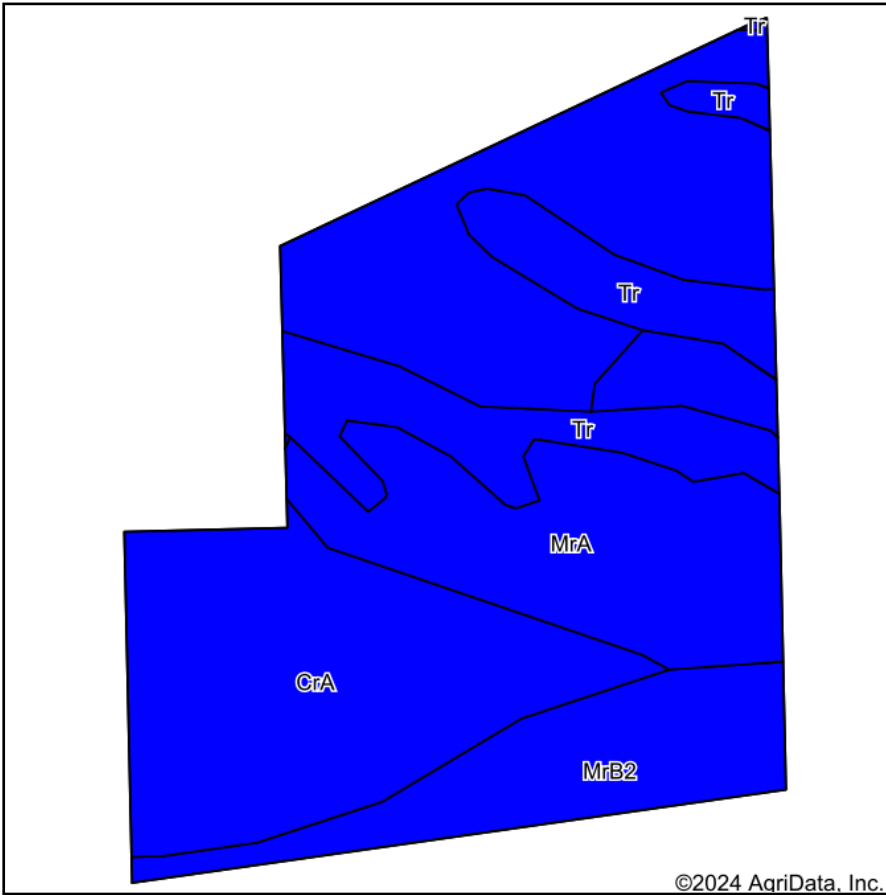
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Rick L. McAvene



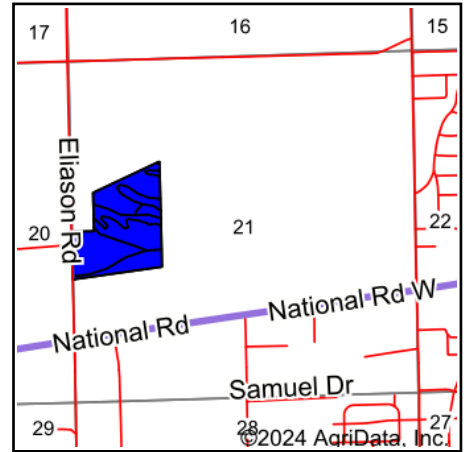
SECTION TITLE PAGE



SOILS MAP



Soils data provided by USDA and NRCS.



State: **Indiana**
 County: **Wayne**
 Location: **21-16N-14E**
 Township: **Center**
 Acres: **40.14**
 Date: **12/13/2024**



Maps Provided By:



Area Symbol: IN177, Soil Area Version: 27													
Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class	Corn Bu	Grass legume hay Tons	Oats Bu	Orchardgrass alfalfa hay Tons	Pasture AUM	Soybeans Bu	Tall fescue AUM	Winter wheat Bu
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	20.32	50.7%		llw	123	5	59	3	1	41	6	49
MrA	Miami silt loam, gravelly substratum, 0 to 2 percent slopes	8.61	21.4%		lls	147	5			10	52		58
Tr	Treaty silty clay loam, 0 to 1 percent slopes	6.03	15.0%		llw	181	6			12	64		61
MrB2	Miami silt loam, gravelly substratum, 2 to 6 percent slopes, eroded	5.18	12.9%		lle	157	5			10	55		69
Weighted Average					2.00	141.2	5.2	29.9	1.5	5.7	48.6	3	55.3

FSA INFORMATION



FSA INFORMATION

USDA Farm 5639 Tract 1195

2025 Certification map prepared on: 12/13/2024

CRP

TRS: 16N14E21



Administered by: Wayne County, Indiana

CLU

Wayne

39.81 Tract acres

Wetland Determination Identifiers:

39.81 Cropland acres

● Restricted Use

▼ Limited Restrictions

0 CRP acres

■ Exempt from Conservation Compliance Provisions

All NIRR / Shares:

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2024-12-06 09:00:22

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
1	38.31	N	2			
IUse: NI or IRR Shares:						
2	0.9	N	2			
IUse: NI or IRR Shares:						
3	0.6	N	2			
IUse: NI or IRR Shares:						

Farm 5639 Tract 1195

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.

FSA INFORMATION

INDIANA
WAYNE



United States Department of Agriculture
Farm Service Agency

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

FARM : 5639

Prepared : 12/13/24 7:31 AM CST

Crop Year : 2025

Operator Name : DALE TUBESING JR
CRP Contract Number(s) : None
Recon ID : 18-177-2018-35
Transferred From : None
ARCPLC G/WF Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
39.81	39.81	39.81	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	39.81	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Wheat	9.54	0.00	45	
Corn	17.48	0.00	107	
Soybeans	11.16	0.00	40	0
TOTAL	38.18	0.00		

NOTES

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Tract Number : 1195

Description : I8/1A SEC21 TWP16N R14E
FSA Physical Location : INDIANA/WAYNE
ANSI Physical Location : INDIANA/WAYNE
BIA Unit Range Number :
HEL Status : NHEL: No agricultural commodity planted on undetermined fields
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : MARY JO TUBESING FAMILY TRUST
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
39.81	39.81	39.81	0.00	0.00	0.00	0.00	0.0

FSA INFORMATION

INDIANA
WAYNE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 5639
Prepared : 12/13/24 7:31 AM CST
Crop Year : 2025

Tract 1195 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	39.81	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Wheat	9.54	0.00	45
Corn	17.48	0.00	107
Soybeans	11.16	0.00	40
TOTAL	38.18	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.

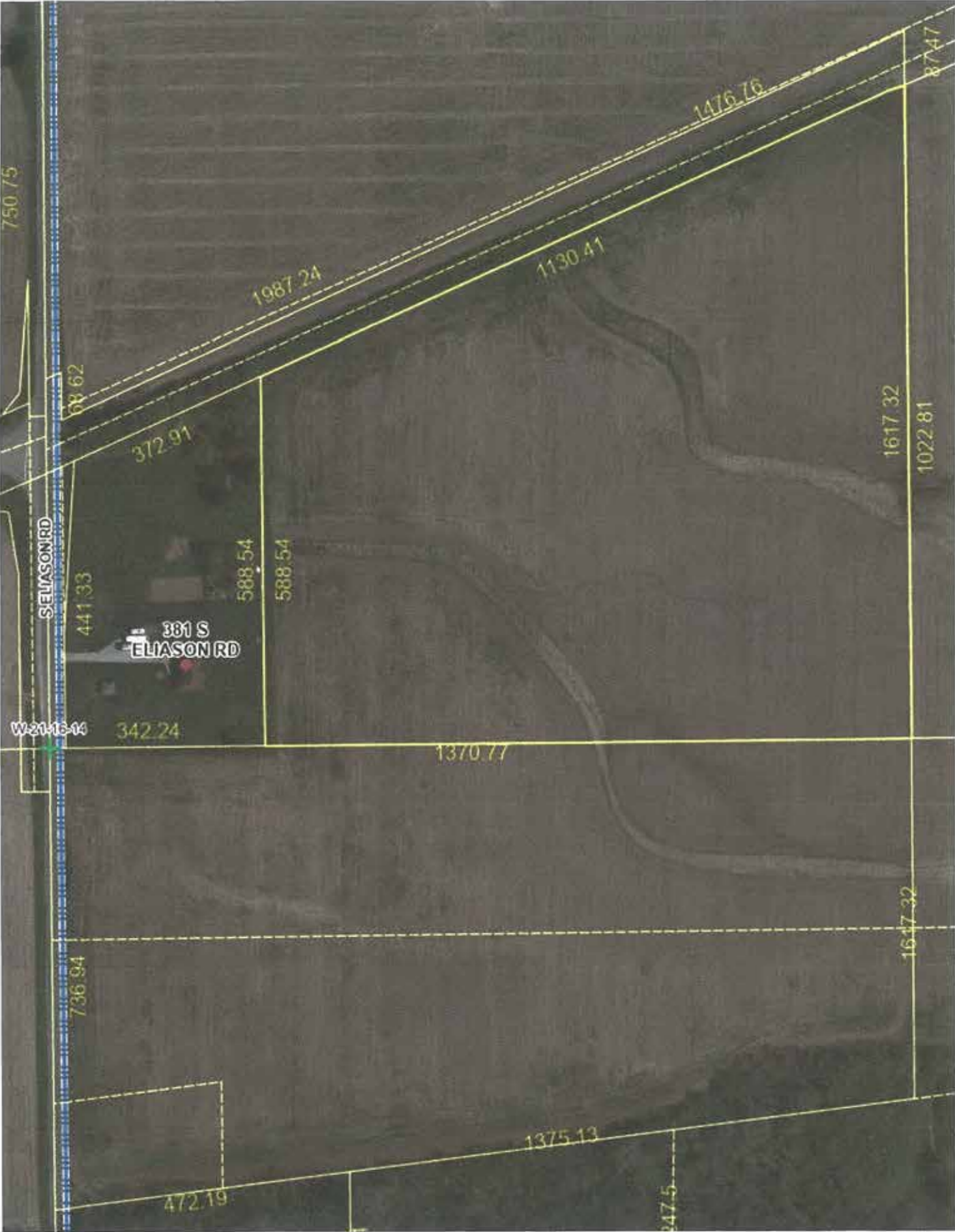
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 677-6339. 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.asc.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 (666) 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.

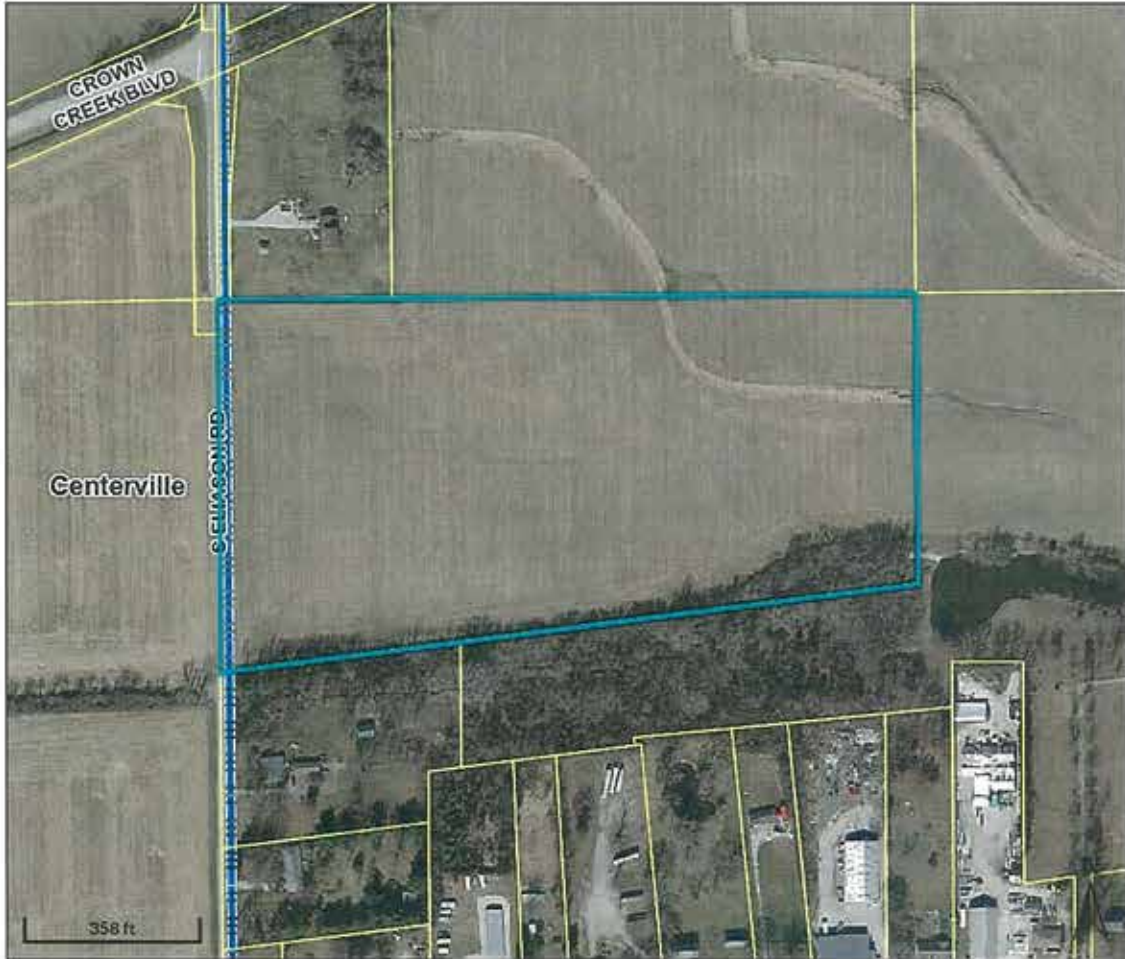
COUNTY INFORMATION



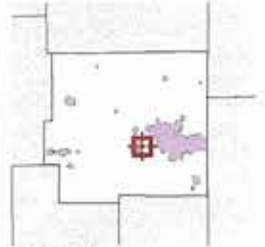
COUNTY INFORMATION



COUNTY INFORMATION



Overview



Legend

- Parcel Boundary
- Incorporated Area
- Unincorporated
- Street Centerline
- STATE
- HWY
- Interstate
- <all other values>

Parcel ID	891021300301000004	Alternate ID	003-00345-00	Owner	TUBESING, DALE R JR 1/2 & JOANN TUBESING 1/2 TIC	Last 2 Sales			
Sec/Twp/Rng	--	Class	100 VACANT AGRICULTURAL-100	Address	3100 COLLEGE CORNER RD RICHMOND, IN 47374	Date	Price	Reason	Qual
Property Address	S ELIASON RD CENTERVILLE	Acreage	20.72			12/9/2024	0	n/a	Q
						4/21/2020	0	n/a	Q

District: CENTER TWP
 Brief Tax Description: N D PT SW SEC 21-16-14 1.0A & PT SW SEC 21-16-14 9.42A, 10.30A
 (Note: Not to be used on legal documents)

Date created: 1/9/2025
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COUNTY INFORMATION

Wayne County, IN

Property Tax Exemption

[Apply for Property Tax Exemption](#)

Summary

Tax ID 003-00345-00
 State Parcel ID 89-10-21-300-301.000-004
 Map # 31-21-300-301.000-03
 Property Address S ELIASON RD
 CENTERVILLE
 Sec/Twp/Rng n/a
 Tax Set CENTER TWP
 Subdivision n/a
 Brief Tax Description N D PT SW SEC 21-16-14 1.0A & PT SW SEC 21-16-14 9.42A, 10.30A
 (Note: Not to be used on legal documents)
 Book/Page WD: 3-9-92 475-631*WD: 12-21-15 2015010554*WD: 1-28-19 2019000863*WD: 4-21-20 2020002948*TRST: 12-9-24 2024008602
 Acres 20.720
 Class 100 VACANT AGRICULTURAL-100

[INFRAME Street View](#)
[Plat Map](#)
[Web Soil Survey](#)

Owners

Deeded Owner
 TUBESING, DALE R JR 1/2 & JOANN TUBESING 1/2 TIC
 3100 COLLEGE CORNER RD
 RICHMOND, IN 47374

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
PUBLIC ROAD/ROW		0	0	0.420000	\$2,280.00	\$2,280.00	\$957.60	(100%)	\$0.00
TILLABLE LAND	CRA	0	0	10.610000	\$2,280.00	\$2,326.00	\$24,678.86	0%	\$24,680.00
TILLABLE LAND	MRA	0	0	4.190000	\$2,280.00	\$2,143.00	\$8,979.17	0%	\$8,980.00
NONTILLABLE LAND	MRA	0	0	0.450000	\$2,280.00	\$2,143.00	\$964.35	(60%)	\$390.00
WOODLAND	MRB2	0	0	0.560000	\$2,280.00	\$2,029.00	\$1,136.24	(80%)	\$230.00
TILLABLE LAND	MRB2	0	0	4.490000	\$2,280.00	\$2,029.00	\$9,110.21	0%	\$9,110.00

Valuation

Assessment Year	2024	2023	2022	2021	2020
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/17/2024	4/20/2023	4/22/2022	4/16/2021	1/1/2020
Land	\$43,400	\$36,100	\$28,500	\$24,500	\$24,400
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$43,400	\$36,100	\$28,500	\$24,500	\$24,400
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$43,400	\$36,100	\$28,500	\$24,500	\$24,400
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$43,400	\$36,100	\$28,500	\$24,500	\$24,400
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Tax History

Detail:						
Tax Year	Type	Category	Description	Amount	Balance Due	ACTotal
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$360.99	\$0.00	0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$360.99	\$0.00	0.00
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$285.00	\$0.00	0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$285.00	\$0.00	0.00
2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$245.00	\$0.00	0.00



COUNTY INFORMATION

2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$245.00	\$0.00	0.00
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Delinquent payments made after the fall due date will still show due in the year they were originally assessed. If paid, payment will show in the next tax year.

Total:		
Tax Year	Amount	Balance Due
2023 PAYABLE 2024	\$721.98	\$0.00
2022 PAYABLE 2023	\$570.00	\$0.00
2021 PAYABLE 2022	\$490.00	\$0.00

Pay Taxes Online

[Pay Taxes Online](#)

Payments

Detail:			
Tax Year	Payment Date	Paid By	Amount
2023 PAYABLE 2024	11/04/2024	FIRST BANK RICHMOND	\$360.99
2023 PAYABLE 2024	04/16/2024	FIRST BANK RICHMOND	\$360.99
2022 PAYABLE 2023	04/21/2023	FIRST BANK RICHMOND PT	\$277.55
2022 PAYABLE 2023	04/21/2023	FIRST BANK RICHMOND PT	\$285.00
2022 PAYABLE 2023	03/03/2023	FIRST BANK RICHMOND	\$7.45
2021 PAYABLE 2022	05/10/2022	FIRST BANK RICHMOND PT	\$245.00

Total:	
Tax Year	Amount
2023 PAYABLE 2024	\$721.98
2022 PAYABLE 2023	\$570.00
2021 PAYABLE 2022	\$245.00

Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
03/09/1992	TUBESING, DALE R JR & MARY JO	FAHIEN, WILLIAM A		
12/21/2015	TUBESING, MARY JO	TUBESING, DALE R JR & MARY JO	Straight	Warranty Deed - 2015010554
01/28/2019	TUBESING, MARY JO FAMILY TRUST	TUBESING, MARY JO	Straight	Warranty Deed - 2019000863
04/21/2020	TUBESING, MARY JO FAMILY TRUST	TUBESING, MARY JO FAMILY TRUST	Straight	Warranty Deed - 2020002948
12/09/2024	TUBESING, DALE R JR 1/2 & JOANN TUBESING 1/2 TIC	TUBESING, MARY JO FAMILY TRUST	Straight	Trustee's Deed - 2024008602

Property Record Cards

View 2024 Property Record Card(PDF)	View 2023 Property Record Card(PDF)	View 2022 Property Record Card(PDF)	View 2021 Property Record Card(PDF)
View 2020 Property Record Card(PDF)	View 2019 Property Record Card(PDF)	View 2018 Property Record Card(PDF)	View 2017 Property Record Card(PDF)
View 2016 Property Record Card(PDF)	View 2015 Property Record Card(PDF)	View 2014 Property Record Card(PDF)	View 2013 Property Record Card(PDF)
View 2012 Property Record Card(PDF)	View 2011 Property Record Card(PDF)	View 2010 Property Record Card(PDF)	

No data available for the following modules: Assessment Appeals Process, Homestead Verification, Residential Dwellings, Commercial Buildings, Improvements, Deductions, Sketches, Permits.

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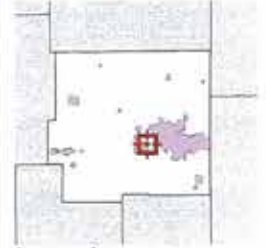
SCHNEIDER
 GEOSPATIAL



COUNTY INFORMATION



Overview



Legend

- Parcel Boundary
- Incorporated Area
- Unincorporated
- Street Centerline
- STATE
- HWY
- Interstate
- <all other values>

Parcel ID	891021000103000004	Alternate ID	003-00344-00	Owner	TUBESING, DALE R JR 1/2 & JOANN TUBESING 1/2 TIC	Last 2 Sales			
Sec/Twp/Rng	--	Class	100 VACANT AGRICULTURAL-100	Address	3100 COLLEGE CORNER RD RICHMOND, IN 47374	Date	Price	Reason	Qual
Property Address	S ELIASON RD CENTERVILLE	Acreage	19.23			12/9/2024	0	n/a	Q
						4/21/2020	0	n/a	Q
District	CENTER TWP								
Brief Tax Description	PT NW SEC 21-16-14 19.23A								
	<i>(Note: Not to be used on legal documents)</i>								

Date created: 1/9/2025
 Last Data Uploaded: 1/9/2025 5:29:56 AM



COUNTY INFORMATION

Wayne County, IN

Property Tax Exemption

[Apply for Property Tax Exemption](#)

Summary

Tax ID 003-00344-00
 State Parcel ID 89-10-21-000-103.000-004
 Map # 31-21-000-103.000-03
 Property Address 5 ELIASON RD
 CENTERVILLE
 Sec/Twp/Rng n/a
 Tax Set CENTER TWP
 Subdivision n/a
 Brief Tax Description PT NW SEC 21-16-14 19.23A
 (Note: Not to be used on legal documents)
 Book/Page DR: 420-228 * WD: 3-9-92 475-631*WD: 12-21-15 2015010554*WD: 1-28-19 2019000863*WD: 4-21-20 2020002948*TRST: 12-9-24 2024008602
 Acres 19.230
 Class 100 VACANT AGRICULTURAL-100

[INFRAME Street View](#)
[Plat Map](#)
[Web Soil Survey](#)

Owners

Deeded Owner
 TUBESING, DALE R JR 1/2 & JOANN TUBESING 1/2 TIC
 3100 COLLEGE CORNER RD
 RICHMOND, IN 47374

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
TILLABLE LAND	CRA	0	0	9.020000	\$2,280.00	\$2,326.00	\$20,980.52	0%	\$20,980.00
NONTILLABLE LAND	CRA	0	0	0.300000	\$2,280.00	\$2,326.00	\$697.80	(60%)	\$280.00
NONTILLABLE LAND	MRA	0	0	0.040000	\$2,280.00	\$2,143.00	\$85.72	(60%)	\$30.00
TILLABLE LAND	MRA	0	0	3.880000	\$2,280.00	\$2,143.00	\$8,314.84	0%	\$8,310.00
TILLABLE LAND	TR	0	0	5.210000	\$2,280.00	\$2,918.00	\$15,202.78	0%	\$15,200.00
NONTILLABLE LAND	TR	0	0	0.780000	\$2,280.00	\$2,918.00	\$2,276.04	(60%)	\$910.00

Valuation

Assessment Year	2024	2023	2022	2021	2020
Reason	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment	Annual Adjustment
As Of Date	4/17/2024	4/20/2023	4/22/2022	4/16/2021	1/1/2020
Land	\$45,700	\$38,100	\$30,100	\$25,900	\$25,700
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$45,700	\$38,100	\$30,100	\$25,900	\$25,700
Land Non Res (3)	\$0	\$0	\$0	\$0	\$0
Improvement	\$0	\$0	\$0	\$0	\$0
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$0	\$0	\$0	\$0	\$0
Total	\$45,700	\$38,100	\$30,100	\$25,900	\$25,700
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$45,700	\$38,100	\$30,100	\$25,900	\$25,700
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Tax History

Detail:

Tax Year	Type	Category	Description	Amount	Balance Due	ACTotal
2023 PAYABLE 2024	Spring Tax	Tax	23/24 Spring Tax	\$381.00	\$0.00	0.00
2023 PAYABLE 2024	Fall Tax	Tax	23/24 Fall Tax	\$381.00	\$0.00	0.00
2022 PAYABLE 2023	Spring Tax	Tax	22/23 Spring Tax	\$301.00	\$0.00	0.00
2022 PAYABLE 2023	Fall Tax	Tax	22/23 Fall Tax	\$301.00	\$0.00	0.00



COUNTY INFORMATION

2021 PAYABLE 2022	Spring Tax	Tax	21/22 Spring Tax	\$259.00	\$0.00	0.00
2021 PAYABLE 2022	Fall Tax	Tax	21/22 Fall Tax	\$259.00	\$0.00	0.00

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

Total:

Tax Year	Amount	Balance Due
2023 PAYABLE 2024	\$762.00	\$0.00
2022 PAYABLE 2023	\$602.00	\$0.00
2021 PAYABLE 2022	\$518.00	\$0.00

Pay Taxes Online

[Pay Taxes Online](#)

Payments

Detail:

Tax Year	Payment Date	Paid By	Amount
2023 PAYABLE 2024	11/04/2024	FIRST BANK RICHMOND	\$381.00
2023 PAYABLE 2024	04/16/2024	FIRST BANK RICHMOND	\$381.00
2022 PAYABLE 2023	04/21/2023	FIRST BANK RICHMOND PT	\$301.00
2021 PAYABLE 2022	05/10/2022	FIRST BANK RICHMOND PT	\$259.00

Total:

Tax Year	Amount
2023 PAYABLE 2024	\$762.00
2022 PAYABLE 2023	\$301.00
2021 PAYABLE 2022	\$259.00

Transfers

Transfer Date	Buyer Name	Seller Name	Type	Description
03/09/1992	TUBESING, DALE R JR & MARY JO	FAHIEN, WILLIAM A		
12/21/2015	TUBESING, MARY JO	TUBESING, DALE R JR & MARY JO	Straight	Warranty Deed - 2015010554
01/28/2019	TUBESING, MARY JO FAMILY TRUST	TUBESING, MARY JO	Straight	Warranty Deed - 2019000863
04/21/2020	TUBESING, MARY JO FAMILY TRUST	TUBESING, MARY JO FAMILY TRUST	Straight	Warranty Deed - 2020002948
12/09/2024	TUBESING, DALE R JR 1/2 & JOANN TUBESING 1/2 TIC	TUBESING, MARY JO FAMILY TRUST	Straight	Trustee's Deed - 2024008602

Property Record Cards

View 2024 Property Record Card(PDF)	View 2023 Property Record Card(PDF)	View 2022 Property Record Card(PDF)	View 2021 Property Record Card(PDF)
View 2020 Property Record Card(PDF)	View 2019 Property Record Card(PDF)	View 2018 Property Record Card(PDF)	View 2017 Property Record Card(PDF)
View 2016 Property Record Card(PDF)	View 2015 Property Record Card(PDF)	View 2014 Property Record Card(PDF)	View 2013 Property Record Card(PDF)
View 2012 Property Record Card(PDF)	View 2011 Property Record Card(PDF)	View 2010 Property Record Card(PDF)	

No data available for the following modules: Assessment Appeals Process, Homestead Verification, Residential Dwellings, Commercial Buildings, Improvements, Deductions, Sketches, Permits.

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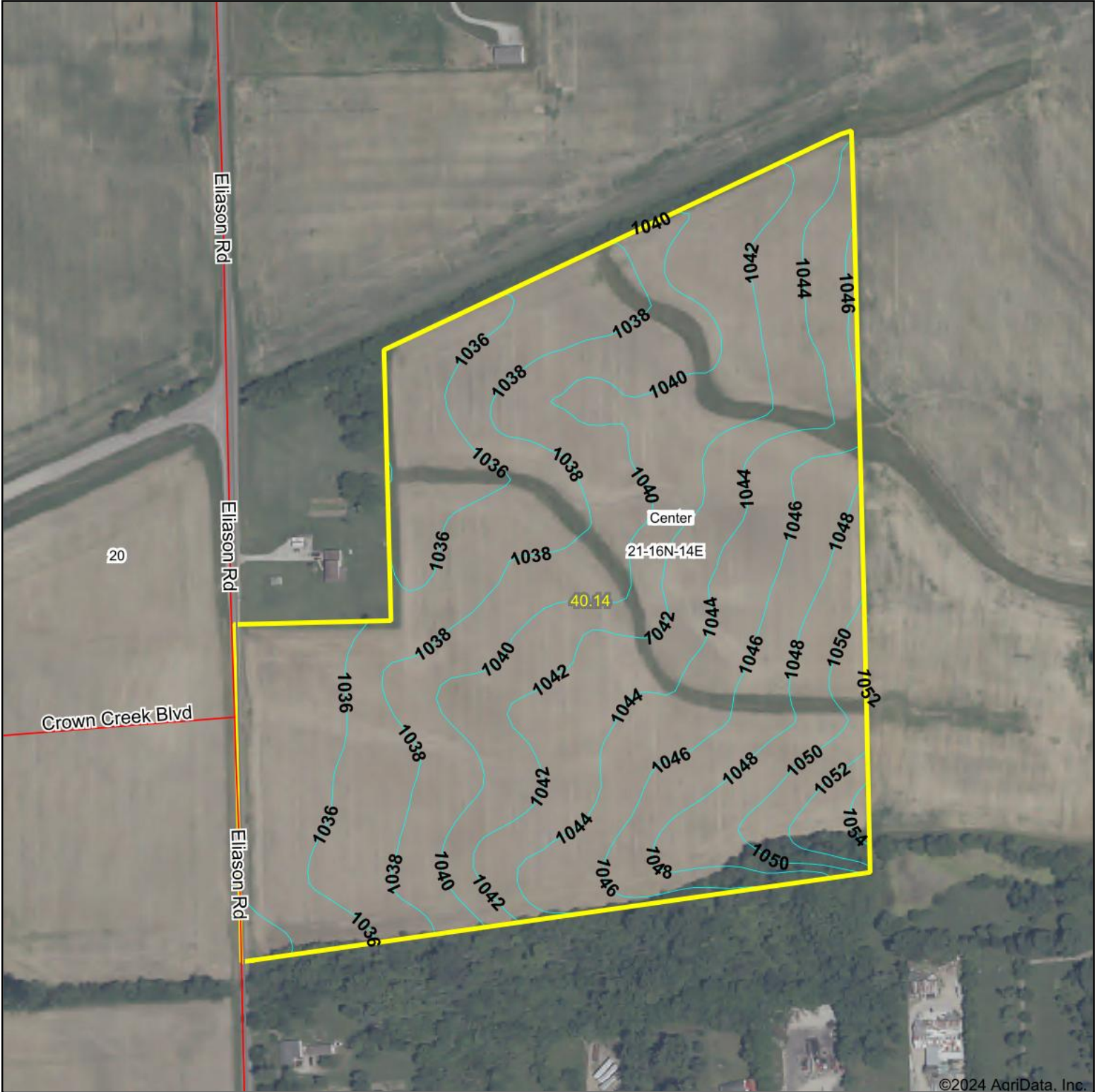
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TOPOGRAPHY MAP



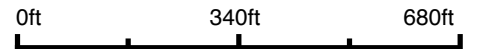
TOPOGRAPHY MAP



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Source: USGS 10 meter dem
Interval(ft): 2.0
Min: 1,033.7
Max: 1,054.6
Range: 20.9
Average: 1,041.4
Standard Deviation: 4.63 ft



12/13/2024

21-16N-14E
Wayne County
Indiana

Boundary Center: 39° 49' 27.06, -84° 58' 28.05

PRELIMINARY TITLE



PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Ohio 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.

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

27C170A

ALTA Commitment for Title Insurance (07-01-2021)

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(24121138.PFD/24121138/9)

PRELIMINARY TITLE

- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - 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.

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

27C170A

ALTA Commitment for Title Insurance (07-01-2021)

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(24121138.PFD/24121138A)

PRELIMINARY TITLE

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

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27C170A

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(24121138.PFD/24121138/9)

PRELIMINARY TITLE

Freedom Title Company, Inc.

By:


Freedom Title Company, Inc.

Fidelity National Title Insurance Company

By:



Michael J. Nolan
President

ATTEST:



Marjorie Nemzura
Secretary

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AMERICAN
LAND TITLE
ASSOCIATION



(24121138.PFD/24121138/9)

PRELIMINARY TITLE



Fidelity National Title Insurance Company

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

Issuing Agent: Freedom Title Company, Inc.
Issuing Office: 700 East Main St., Richmond, IN 47374
Issuing Office's ALTA® Registry ID: 0044380
Loan ID No.:
Commitment No.: 24121138
Issuing Office File No.: 24121138
Property Address: S Eliason Rd, Centerville, IN 47330
Revision No.:

SCHEDULE A

1. Commitment Date: December 9, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Own. Policy (7/1/2021)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Amount of Insurance: \$ 74,200.00
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: Dale R. Tubesing, Jr., an adult, a one-half undivided interest, and JoAnn Tubesing, an adult, a one-half undivided interest, as tenants in common.
5. The Land is described as follows:
SEE EXHIBIT A ATTACHED HERETO

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By:


Freedom Title Company, Inc.

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27C170 Sch. A

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AMERICAN
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(24121138.PFD/24121138/9)

PRELIMINARY TITLE



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

Commitment No.: 24121138

File No. 24121138

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2: the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, addition exceptions or requirements after the designation of the Proposed Insured.
6. The Proposed Policy Amount(s) must be modified to the full value of the estate or interest being insured, and any additional premium must be paid. The Proposed Policy Amount for an owner's policy should reflect the contract sales price unless the Company is furnished with a current appraisal indicating a different value. The Proposed Policy Amount for a loan policy will not be issued for an amount less than the principal amount of the mortgage debt or no more than 20% in excess of the principal debt in order to cover interest, foreclosure costs, etc. Proposed Policy Amount (2) will be revised, and premium will be charged per the Company's Rate Manual then in effect when the final amounts of insurance are approved.
7. A Warranty Deed from Dale R. Tubesing, Jr., an adult, a one-half undivided interest, and JoAnn Tubesing, an adult, a one-half undivided interest, as tenants in common, to proposed insured purchaser.
8. A Vendor's Affidavit to be furnished.
9. NOTE: If a conveyance document is to be recorded, a sales disclosure form must be filed in the Wayne County Auditor's office.

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.

NOTE: Effective July 1, 2006, any documents requiring a preparation statement which are executed or acknowledged in Indiana must contain the following affirmation statement as required by IC 36-2-11-15: "I 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. [Sign, Print or Type Name]."

Additionally, pursuant to IC 35-2-7.5-6, a \$2.00 fee for each recorded document must be collected and deposited into the "County Identification Protection Fee" fund. Said fee has been collected by the county recorder since the law's inception in 2005 and will continue to be collected until further notice.

10. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds

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(24121138.PFD/24121138/9)

PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 24121138

File No. 24121138

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.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 24121138

File No. 24121138

SCHEDULE B, PART II - Exceptions

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes assessed for the year 2023 due and payable in 2024.
Taxing Unit: Center Twp.
Tax Parcel #003-00345-00, State ID #89-10-21-300-301.000-004
Auditor's Legal: N D PT SW SEC 21-16-14 1.0A & PT SW SEC 21-16-14 9.42A, 10.30A
Assessed Value: Land \$36,100.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$360.99, PAID
b) Second Installment: \$360.99, PAID
8. Taxes assessed for the year 2023 due and payable in 2024.
Taxing Unit: Center Twp.
Tax Parcel #003-00344-00, State ID #89-10-21-000-103.000-004
Auditor's Legal: PT NW SEC 21-16-14 19.23A
Assessed Value: Land \$38,100.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$381.00, PAID
b) Second Installment: \$381.00, PAID
9. Taxes assessed for the year 2024 due and payable in 2025, a lien not yet due and payable.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 24121138

File No. 24121138

10. Taxes for subsequent years which are not yet due and payable.
11. The Company assumes no liability for increases in the amount of real estate taxes as shown above 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. Municipal assessments, if any, assessed against the land.
13. Rights of the Public, the State of Indiana, and County of Wayne and the municipality in and to that part of the premises taken or used for road purposes.
14. Right of way for drainage tiles, ditches, feeders and laterals, if any.
15. Rights of upper and lower riparian owners in and to the use of the waters of creeks or rivers thereon and the natural flow thereof.
16. Any adverse claim based upon assertion that
 - a) Said land or any part thereof is now or at any time has been below the ordinary low water mark of Crown Creek.
 - b) Some portion of said land has been created by artificial means or has accreted to such portion so created.
 - c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of Crown Creek, or has been formed by accretion to such portion so created.
17. The acreage indicated in the legal description is solely for the purpose of identifying the said tract and should not be construed as insuring the quantity of land.
18. 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.
19. NOTE: Subject to an examination for judgments against the proposed insured.
20. NOTE: We reserve the right to make additional exceptions or requirements upon receipt of a survey, if any.
21. NOTE: The Indiana statutes prohibit ownership of certain real property by certain foreign parties. The specific statutory language can be found at Indiana Code § 1-1-16-1, et seq. and IC 32-22-3-1, et seq. ("the Acts"). Any loss or damage resulting from a violation of the Acts is excluded under the terms of the Policy.

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PRELIMINARY TITLE

EXHIBIT A

“Being a part of the Northwest Quarter and a part of the Southwest Quarter of Section Twenty-one (21), Township Sixteen (16) North, Range Fourteen (14) East in Center Township, Wayne County, Indiana and being more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section Twenty-one (21) and running thence north Eighty-nine (89) degrees and forty-five (45) minutes east along the south line of a four and five hundredths (4.05) acre tract of land, three hundred forty-two and twenty four hundredths (342.24) feet; thence north zero (00) degrees and six (06) minutes west, parallel to the west line of said Northwest Quarter and along the east line of said four and five hundredths (4.05) acre tract of land, five hundred eighty-eight and fifty-four hundredths (588.54) feet to the south right-of-way line of the Penn-Central railroad; thence north sixty-six (66) degrees and thirty (30) minutes east, along said south right-of-way line, one thousand one hundred thirty and forty-one hundredths (1130.41) feet; thence south zero (00) degrees and twenty-three (23) minutes west one thousand six hundred seventeen and thirty-two hundredths (1617.32) feet; thence south eighty-three (83) degrees and eighteen (18) minutes west one thousand three hundred seventy-five and thirteen hundredths (1375.13) feet to a point in the west line of the Southwest Quarter of said Section Twenty-one (21); thence north zero (00) degrees and six (06) minutes west, along the west line of said Southwest Quarter, seven hundred thirty-six and ninety-four hundredths (736.94) feet to the place of beginning, containing a total area of thirty-nine and ninety-five hundredths (39.95) acres there being nineteen and twenty-three hundredths (19.23) acres in the Northwest Quarter and twenty and seventy-two hundredths (20.72) acres in the Southwest Quarter of said Section Twenty-one (21).”



Auction Managers:

Steve Slonaker • 765-969-1697 (cell)
#RB14008107, #AU19300120

Andy Walther • 765-969-0401 (cell)
#RB14024625, #AU19400167



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