

WAYNE COUNTY, IN South of GREENS FORK, IN 47345
(Between Centerville and Cambridge City)

LAND AUCTION

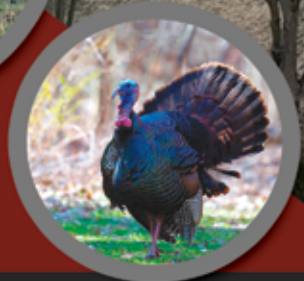
- 2 Miles South of
GREENS FORK, IN
(Easy I-70 Access, to Exit 137)
- 2025

INFORMATION BOOKLET

190[±] Acres

Offered in 8 Tracts
or Any Combinations of Tracts

Auction held at Wayne County Fairgrounds
(First Bank Kuhlman Center), 861 N. Salisbury Rd. RICHMOND, IN 47374



 **SCHRADER**
Real Estate and Auction Company, Inc.



LIVE ONLINE
BIDDING
AVAILABLE

800-451-2709
SchraderAuction.com

DISCLAIMER:

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

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

OWNER: Weiss Family Farm

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

Andrew M. Walther, RB14024625, AU19400167
P. Steven Slonaker, RB14008107, AU19300120,
Schrader Real Estate and Auction Company, Inc., AC63001504



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

AUCTION TERMS & PROCEDURES

PROCEDURES: The property will be offered in 8 individual tracts, any combination of tracts, or as a total 190+ acre unit. There will be open bidding on all tracts and combinations (subject to swing tract limitations) during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

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

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

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

DEED: Sellers shall provide a Warranty Deed.

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

POSSESSION: At closing.

REAL ESTATE TAXES: Seller to pay 2024 taxes pay-

able 2025 by giving an estimated credit at closing or paying the county directly if current tax bills are determined prior to closing.

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

SURVEY: A NEW PERIMETER survey will be made prior to the auction. In addition, a new survey will be made where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Buyer(s) and Seller will share survey expense 50:50 (including the cost of the new perimeter survey if purchased as a whole). Combination purchases will receive a perimeter survey only. Closing prices will be adjusted to reflect any differences between advertised and surveyed acreage.

FSA INFORMATION: See Agent. Farm 834 Tract 772.

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 to the person's credentials, fitness, etc. All decisions of the Auctioneer is final.

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

STOCK PHOTOGRAPHY: Animal photos are for illustrative purposes only and are not part of the auction property.

BOOKLET INDEX

- **BIDDER PRE-REGISTRATION FORM**
- **ONLINE BIDDING REGISTRATION FORM**
- **LOCATION MAP & AERIAL TRACT MAP WITH TRACT DESCRIPTIONS**
- **SOIL INFORMATION**
 - **Soils • Topo Contours • Flood Zone**
- **FSA INFORMATION**
- **PRELIMINARY TITLE**
- **PHOTOS**

**For Information Call Auction Managers:
Andy Walther, 765-969-0401 • Steve Slonaker, 765-969-1697**



REGISTRATION FORMS

BIDDER PRE-REGISTRATION FORM

TUESDAY, MARCH 18, 2025

190± 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 Tuesday, March 11, 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
190± Acres • Wayne County, Indiana
Tuesday, March 18, 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 Tuesday, March 18, 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, Tuesday, March 11, 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.

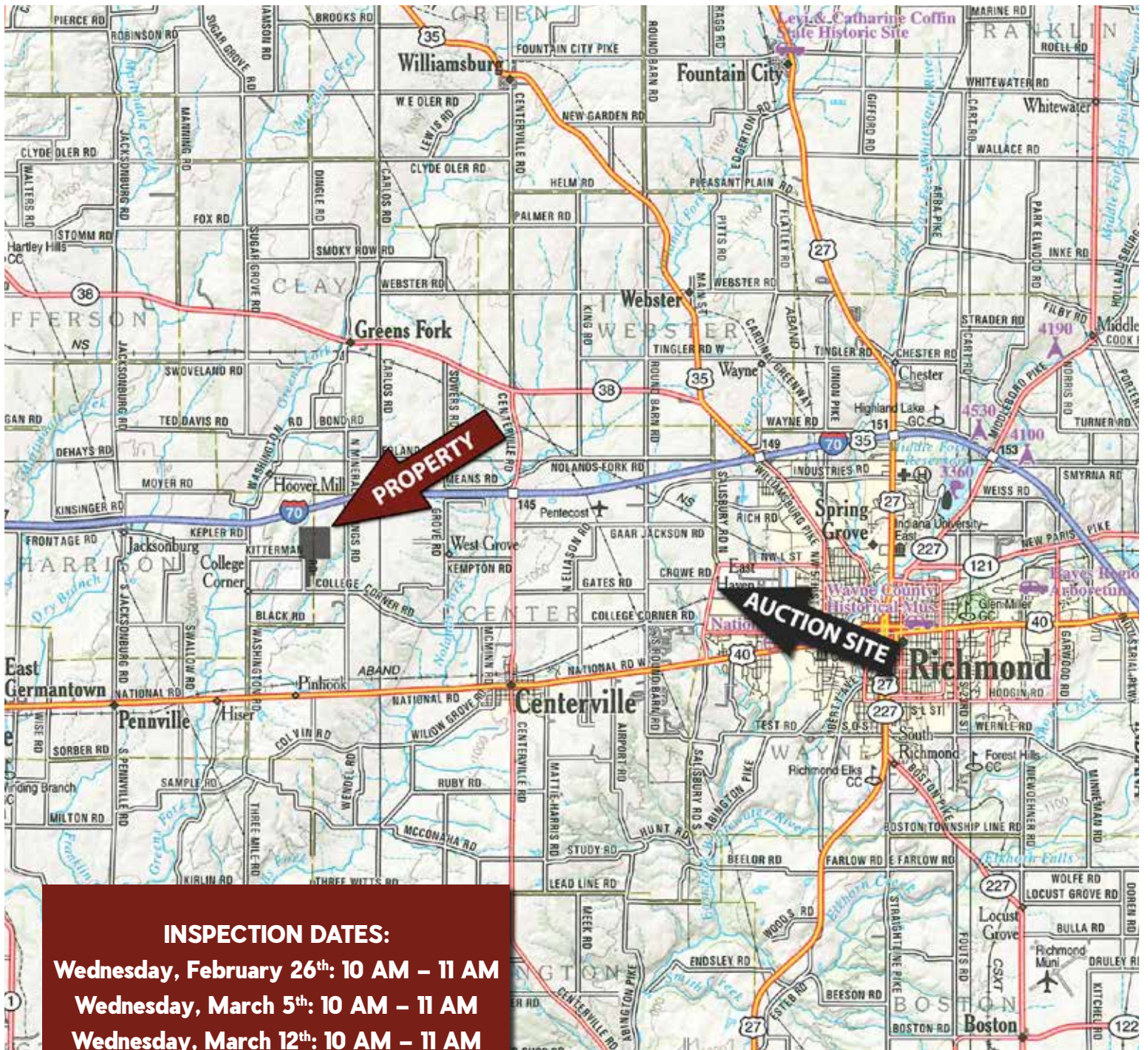
Upon receipt of this completed form and your deposit money, you will be sent a bidder number and password via e-mail. Please confirm your e-mail address below:

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 & AERIAL TRACT MAP

LOCATION MAP



INSPECTION DATES:

Wednesday, February 26th: 10 AM – 11 AM

Wednesday, March 5th: 10 AM – 11 AM

Wednesday, March 12th: 10 AM – 11 AM

AUCTION SITE:

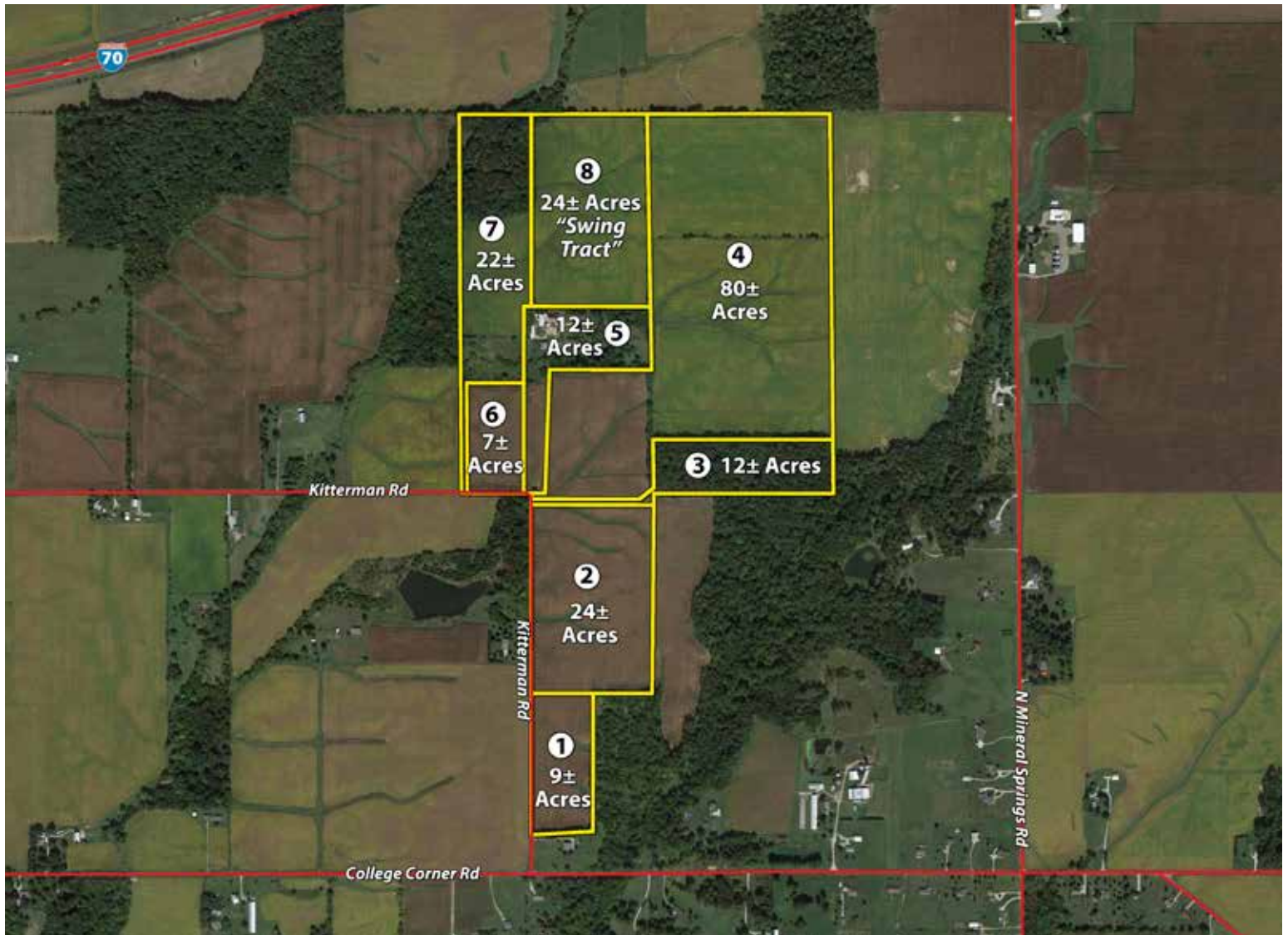
Wayne County Fairgrounds (*First Bank Kuhlman Center*),
861 N. Salisbury Rd., RICHMOND, IN 47374.

PROPERTY LOCATION:

1295 Kitterman Rd., GREENS FORK, IN 47345.

From the intersection of US 40 and SR 1, travel east 3 miles to Washington Rd. Then north (left) 2 miles to Kitterman Rd. Turn east (right) on Kitterman Rd. for 1/2 mile to the Farm.

AERIAL MAP



TRACT DESCRIPTIONS: All acreages are approximate. (Sec. 10 & 15, Harrison Twp AND Sec. 11, Center Twp.)

TRACT 1: 9± ACRES nearly all cropland. Potential building site with over 900' of frontage on Kitterman Road. Building Tracts of this size are very scarce in the local market.

TRACT 2: 24± ACRES nearly all cropland. 1,200'± of Frontage on Kitterman Rd. Soils include a productive Crosby, Miami, & Strawn mix. Consider combining with adjacent tracts.

TRACT 3: 12± ACRES of mature woods. This is a great recreational tract or potential building site. 40'± of owned road frontage on Kitterman Rd. Hunters and outdoor enthusiasts take note.

TRACT 4: 80± ACRES mostly tillable. Quality soils with improved waterways. 40'± owned frontage on Kitterman Road. Includes an access easement along the established lane.

TRACT 5: 12± ACRES with established FARMSTEAD, HOUSE, BUILDINGS and more. This is a great private setting with a creek, meadow, and open land. The

older set of buildings offers a very unique feel and includes an early 2,176 sf Brick Home, vintage beam & pin livestock barn, (3) Harvestore silos with cattle feedlot, & additional outbuildings. Examine the opportunities this tract has to offer.

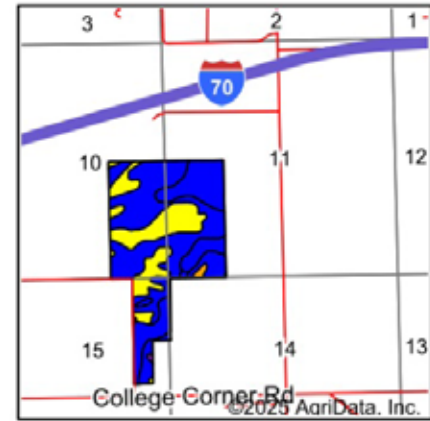
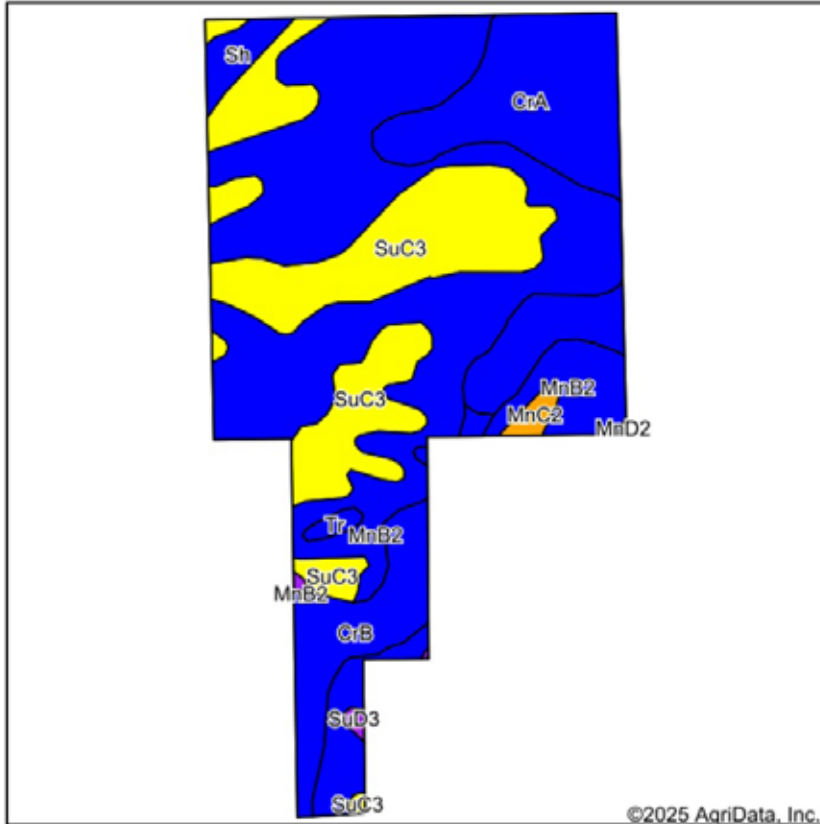
TRACT 6: 7± ACRES nearly all tillable. Examine the possibility of building your dream home here. Nettie Creek School District. Frontage on Kitterman Rd. Smaller tracts like this are very hard to find. Consider combining with Tract 7 for a unique property.

TRACT 7: 22± ACRES with a mix of woods and tillable land. A true Hunter's Paradise. Strong wildlife presence on this tract. 40' owned access on Kitterman Road that opens up to a meadow area with a running stream. 6± acres of mature woods sits at the north end of this Tract. Truly a hard to find combination. Consider combining with Tracts 5, 6, & 8.

TRACT 8 (SWING TRACT): 24± ACRES nearly all tillable. Combine this with an adjacent tract. Quality soil mix including Crosby, Miami & Strawn.

SOIL INFORMATION

SOIL MAP - Whole Property

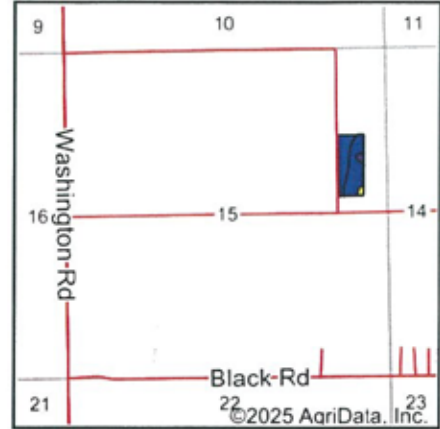
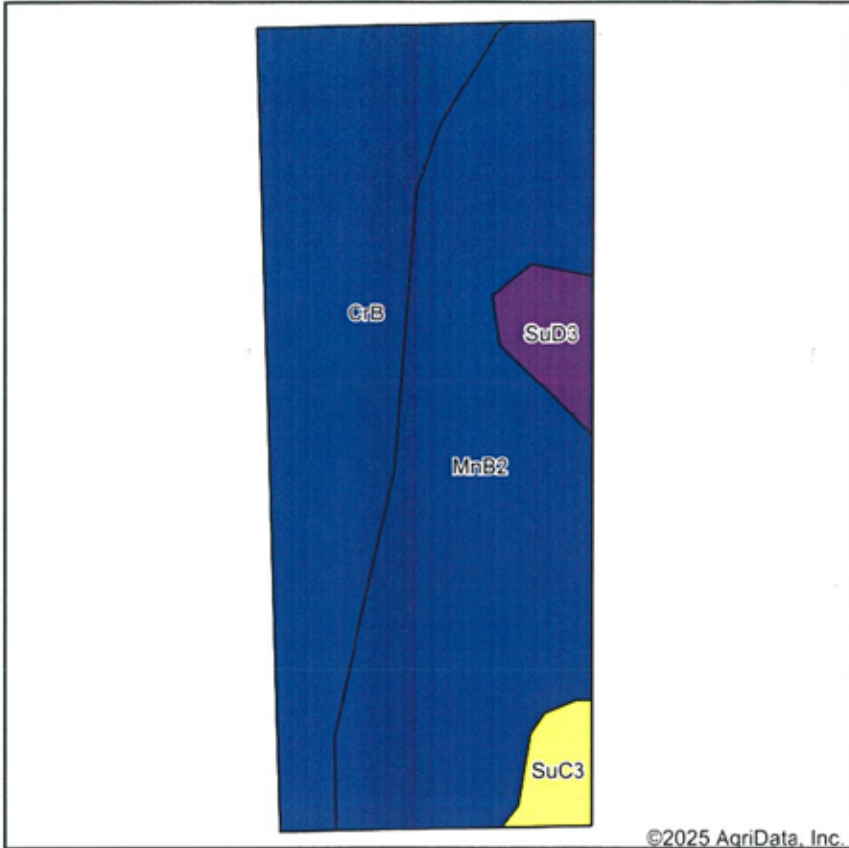


State: **Indiana**
 County: **Wayne**
 Location: **11-16N-13E**
 Township: **Center**
 Acres: **192.66**
 Date: **2/5/2025**



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	
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	92.84	48.3%		Ile	142	5			9	49		63	
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	46.32	24.0%		Ive	121	4			8	43		54	
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	32.35	16.8%		Iiw	123	5	59	3	1	41	6	49	
CrB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	14.81	7.7%		Iiw	138	5			9	46		61	
Sh	Shoals silt loam, occasionally flooded	3.29	1.7%		Iiw	131	5			9	43		59	
MnC2	Miami silt loam, 6 to 12 percent slopes, eroded	1.39	0.7%		Ilie	133	4			9	47		58	
Tr	Treaty silty clay loam, 0 to 1 percent slopes	0.97	0.5%		Iiw	181	6			12	64		61	
SuD3	Strawn clay loam, 12 to 18 percent slopes, severely eroded	0.62	0.3%		Vie	106	4			7	38		53	
MnD2	Miami silt loam, well drained, 12 to 18 percent slopes, eroded	0.07	0.0%		Ive	112	4			8	38		56	
Weighted Average						2.50	133.3	4.8	9.9	0.5	7.4	45.9	1	58.2

SOIL MAP - Tract 1



State: **Indiana**
 County: **Wayne**
 Location: **15-16N-13E**
 Township: **Harrison**
 Acres: **9.01**
 Date: **2/13/2025**

Tract #1



Soils data provided by USDA and NRCS.

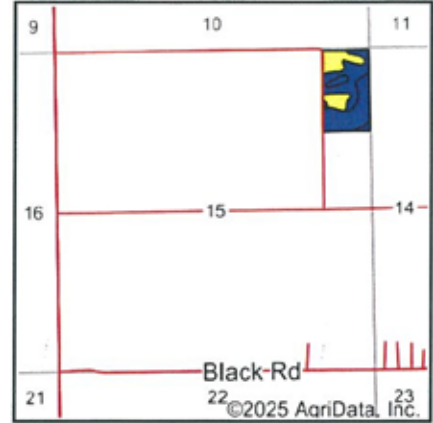
Area Symbol: IN177, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	*n NCCPI Soybeans
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	4.84	53.8%		lle	142	5	9	49	63	46
CrB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	3.50	38.8%		llw	138	5	9	46	61	49
SuD3	Strawn clay loam, 12 to 18 percent slopes, severely eroded	0.39	4.3%		Vle	106	4	7	38	53	32
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	0.28	3.1%		Ive	121	4	8	43	54	36
Weighted Average					2.24	138.2	4.9	8.9	47.2	61.5	*n 46.2

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

SOIL MAP - Tract 2



State: **Indiana**
 County: **Wayne**
 Location: **15-16N-13E**
 Township: **Harrison**
 Acres: **24.05**
 Date: **2/13/2025**

Tract #2

Maps Provided By:

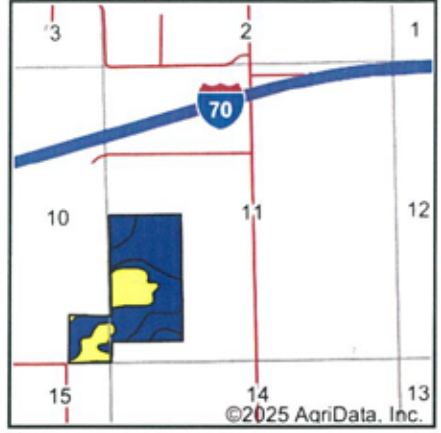
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Area Symbol: IN177, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	*n NCCPI Soybeans	
CrB	Crosby-Celina silt loams, 2 to 4 percent slopes, eroded	8.94	37.3%		llw	138	5	9	46	61	49	
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	7.85	32.6%		lle	142	5	9	49	63	46	
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	6.16	25.6%		lve	121	4	8	43	54	36	
Tr	Treaty silty clay loam, 0 to 1 percent slopes	0.97	4.0%		llw	181	6	12	64	61	76	
SuD3	Strawn clay loam, 12 to 18 percent slopes, severely eroded	0.13	0.5%		vle	106	4	7	38	53	32	
Weighted Average						2.53	136.5	4.8	8.9	46.9	59.8	*n 45.7

*n: The aggregation method is "Weighted Average using all components"
 *c: Using Capabilities Class Dominant Condition Aggregation Method

SOIL MAP - Tract 4



State: **Indiana**
 County: **Wayne**
 Location: **11-16N-13E**
 Township: **Center**
 Acres: **80.11**
 Date: **2/13/2025**

Tract #4

Maps Provided By:  

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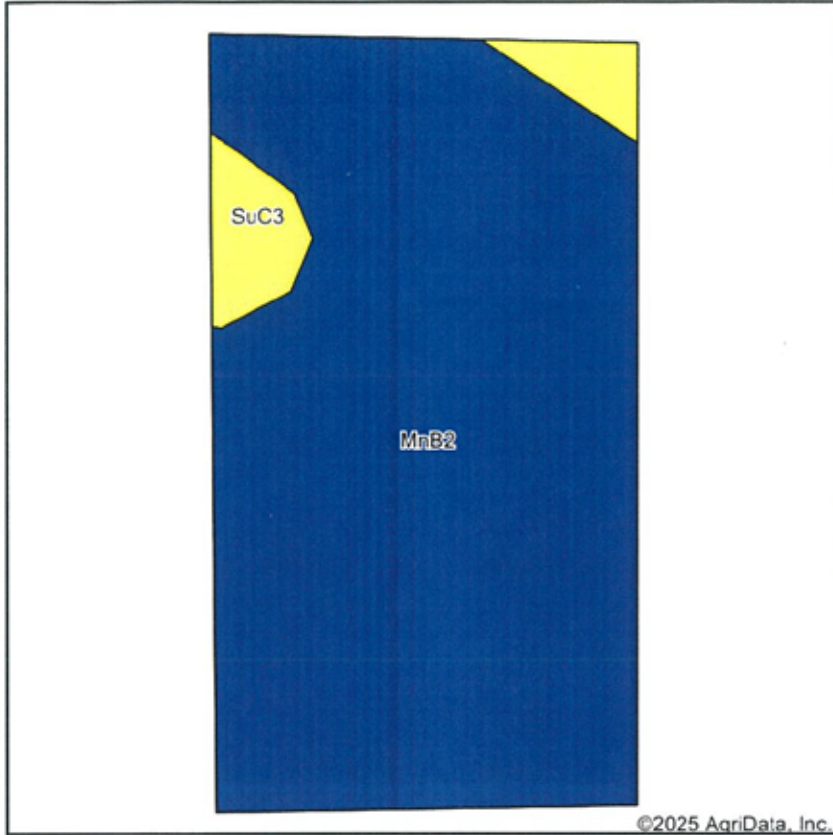
Soils data provided by USDA and NRCS.

Area Symbol: IN177, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Grass legume hay Tons	Oats Bu	Orchardgrass alfalfa hay Tons	Pasture AUM	Soybeans Bu	Tall fescue AUM	Winter wheat Bu	*n NCCPI Soybeans	
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	32.36	40.4%		lle	142	5			9	49		63	46	
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	28.89	36.1%		llw	123	5	59	3	1	41	6	49	55	
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	18.86	23.5%		lve	121	4			8	43		54	36	
Weighted Average						2.47	130.2	4.8	21.3	1.1	5.9	44.7	2.2	55.8	*n 46.9

*n: The aggregation method is "Weighted Average using all components"
 *c: Using Capabilities Class Dominant Condition Aggregation Method

SOIL MAP - Tract 6



State: **Indiana**
 County: **Wayne**
 Location: **10-16N-13E**
 Township: **Harrison**
 Acres: **7**
 Date: **2/13/2025**

Tract #6

Maps Provided By:

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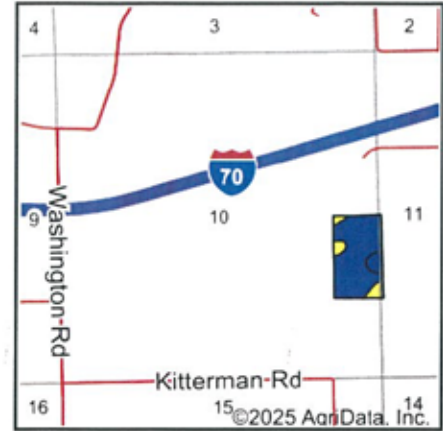
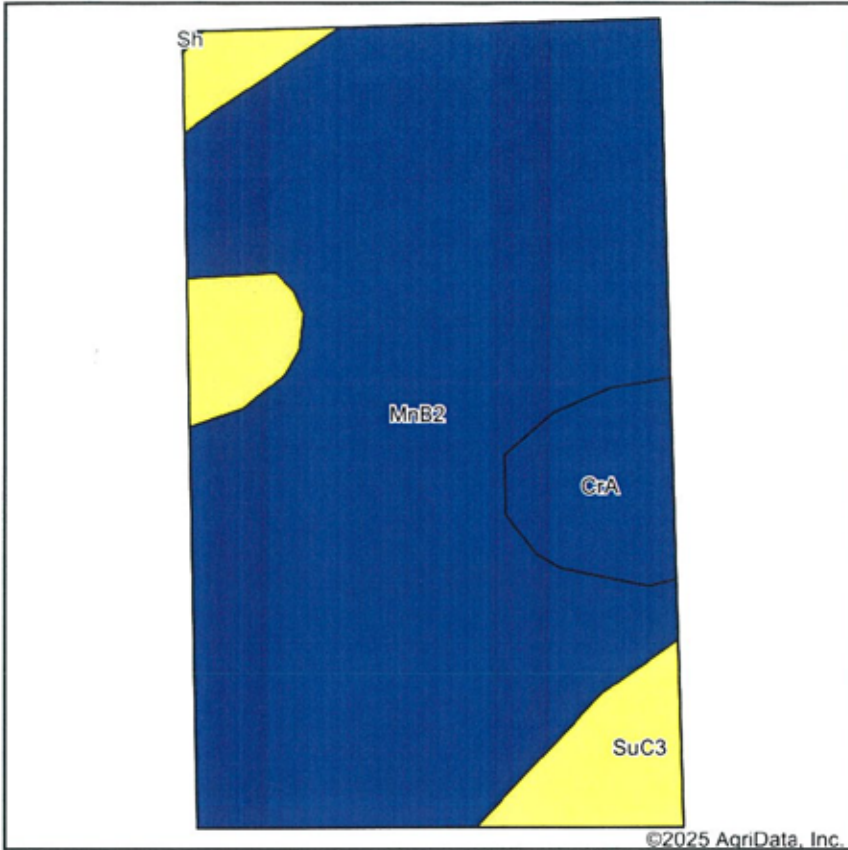
Soils data provided by USDA and NRCS.

Area Symbol: IN177, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Grass legume hay Tons	Pasture AUM	Soybeans Bu	Winter wheat Bu	*n NCCPI Soybeans
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	6.55	93.6%		Ile	142	5	9	49	63	46
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	0.45	6.4%		Ive	121	4	8	43	54	36
Weighted Average						2.13	140.7	4.9	8.9	48.6	*n 45.4

*n: The aggregation method is "Weighted Average using all components"
 *c: Using Capabilities Class Dominant Condition Aggregation Method

SOIL MAP - Tract 8



State: **Indiana**
 County: **Wayne**
 Location: **10-16N-13E**
 Township: **Harrison**
 Acres: **24**
 Date: **2/13/2025**

Tract #8

Maps Provided By:

 CUSTOMIZED ONLINE MAPPING
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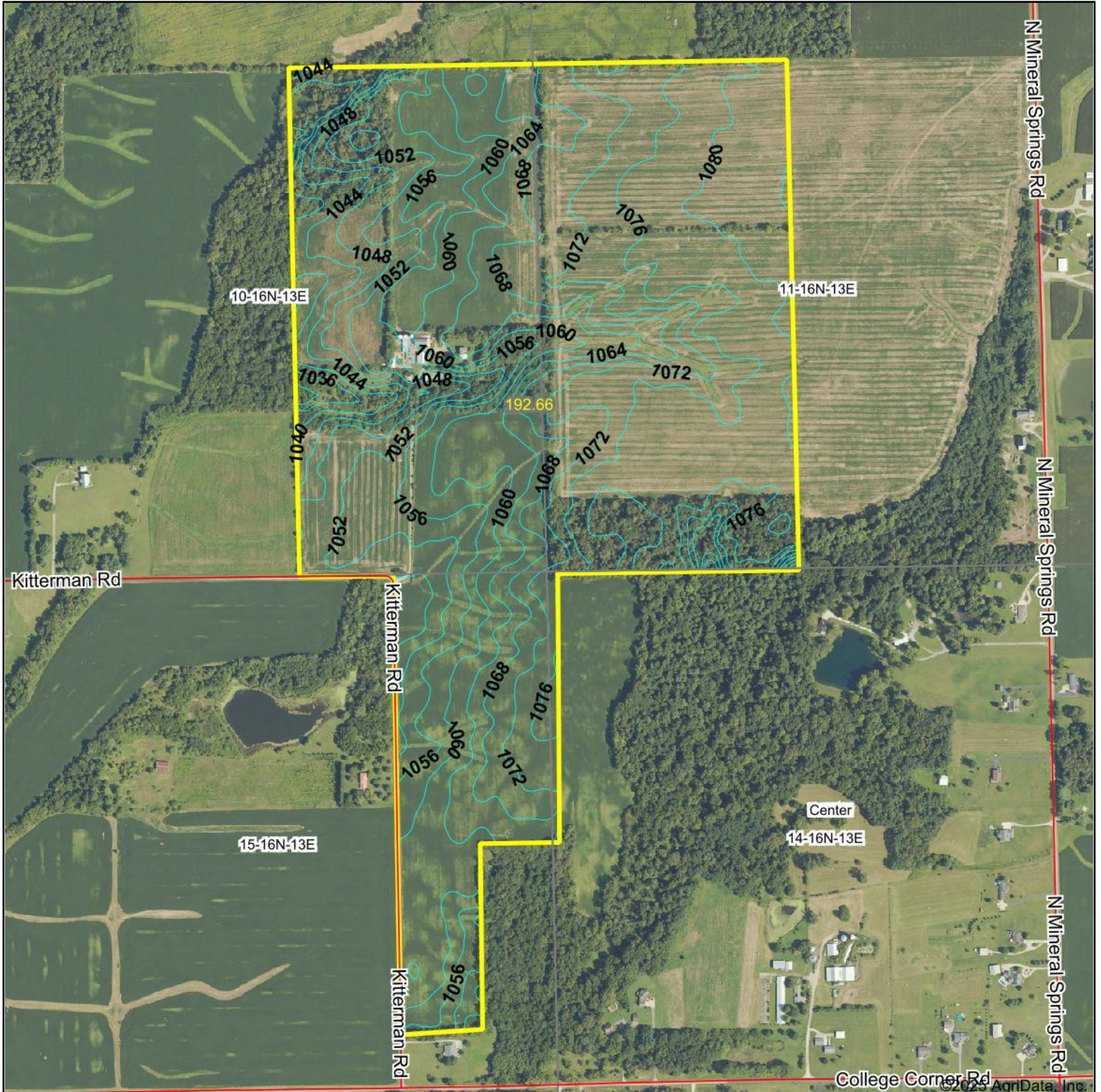
Area Symbol: IN177, Soil Area Version: 27

Code	Soil Description	Acres	Percent of field	Non-Irr Class Legend	Non-Irr Class *c	Corn Bu	Grass legume hay Tons	Oats Bu	Orchardgrass alfalfa hay Tons	Pasture AUM	Soybeans Bu	Tall fescue AUM	Winter wheat Bu	*n NCCPI Soybeans	
MnB2	Miami silt loam, 2 to 6 percent slopes, eroded	19.65	81.9%		Ile	142	5			9	49		63	46	
SuC3	Strawn clay loam, 6 to 12 percent slopes, severely eroded	2.64	11.0%		Ive	121	4			8	43		54	36	
CrA	Crosby silt loam, Southern Ohio Till Plain, 0 to 2 percent slopes	1.71	7.1%		Ilw	123	5	59	3	1	41	6	49	55	
Weighted Average						2.22	138.3	4.9	4.2	0.2	8.3	47.8	0.4	61	*n 45.5

*n: The aggregation method is "Weighted Average using all components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

TOPO CONTOURS MAP



Source: USGS 10 meter dem

Interval(ft): 4.0

Min: 1,030.1

Max: 1,084.7

Range: 54.6

Average: 1,064.7

Standard Deviation: 11.78 ft

0ft 806ft 1612ft



2/5/2025

11-16N-13E
Wayne County
Indiana

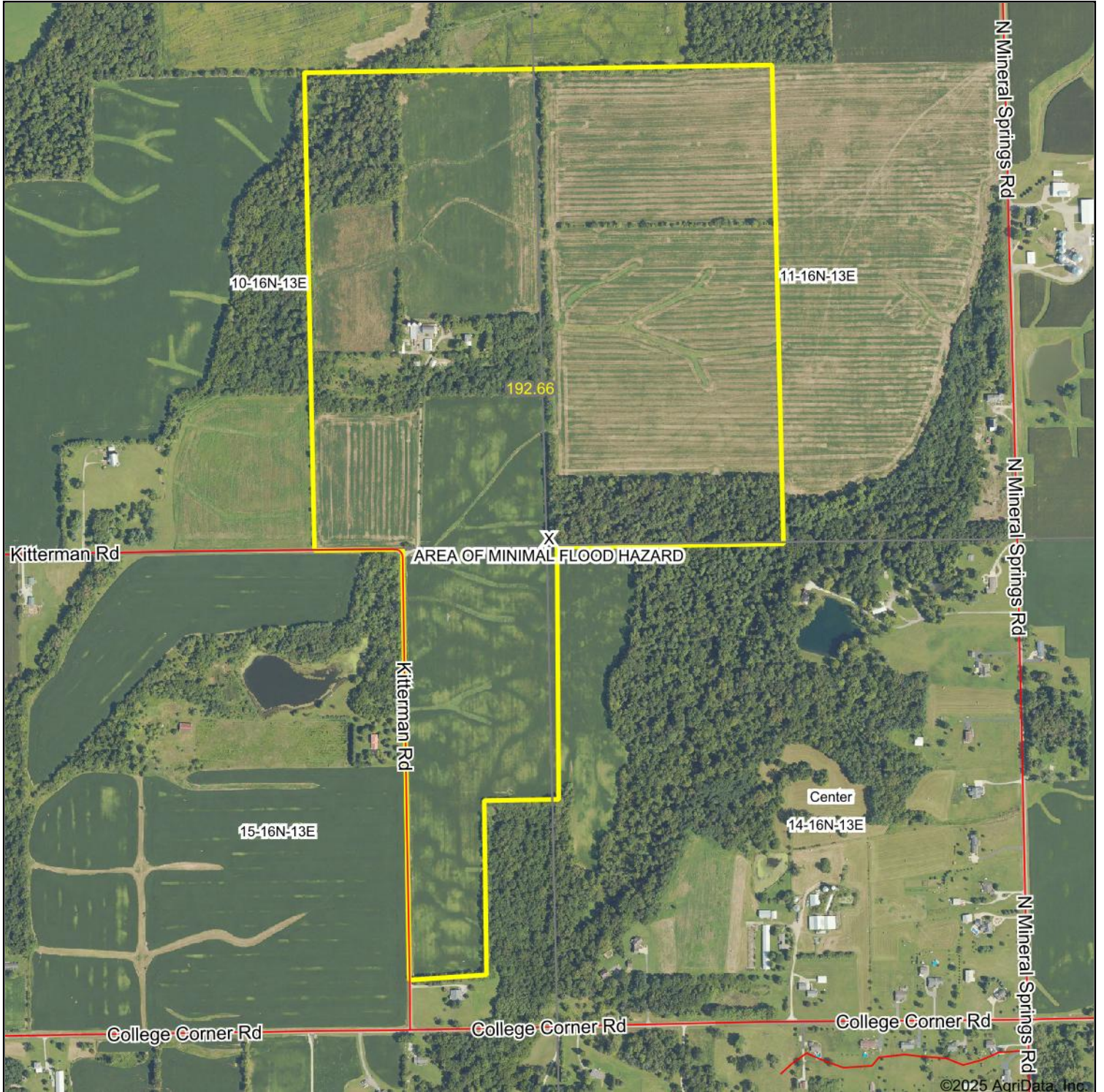
Boundary Center: 39° 50' 44.81, -85° 3' 7.04

Maps Provided By:



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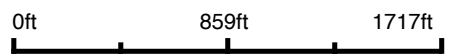
FLOOD ZONE MAP



©2025 AgriData, Inc.



Boundary Center: 39° 50' 44.81, -85° 3' 7.04



11-16N-13E
Wayne County
Indiana



Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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2/5/2025

Flood related information provided by FEMA

FSA INFORMATION

FSA INFORMATION

INDIANA
WAYNE
Form: FSA-156EZ



United States Department of Agriculture
Farm Service Agency

FARM : 834
Prepared : 2/4/25 7:31 AM CST
Crop Year : 2025

See Page 2 for non-discriminatory Statements.

Abbreviated 156 Farm Record

Operator Name : DALE E HOWARD FARMS INC
CRP Contract Number(s) : None
Recon ID : None
Transferred From : None
ARCPLC G/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
204.54	158.85	158.85	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	158.85	0.00		0.00	0.00	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Corn	85.70	0.00	129	
Soybeans	48.50	0.00	37	0
TOTAL	134.20	0.00		

NOTES

--

Tract Number : 772

Description : F7/C SEC 10&15&11 TWP16N R13E
FSA Physical Location : INDIANA/WAYNE
ANSI Physical Location : INDIANA/WAYNE
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Wetland determinations not complete
WL Violations : None
Owners : PAUL G WEISS, JOHN R WEISS, RITA M SCHNEIDER, MARION F WEISS, ANTHONY W WEISS, ELIZABETH A GRABHORN, BERNARD J WEISS, RUTH E ALLEN, GREGORY A WEISS, KARL E WEISS
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
204.54	158.85	158.85	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 : 834
Prepared : 2/4/25 7:31 AM CST
Crop Year : 2025

Tract 772 Continued ...

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	158.85	0.00	0.00	0.00	0.00	0.00

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Corn	85.70	0.00	129
Soybeans	48.50	0.00	37

TOTAL **134.20** **0.00**

NOTES

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

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

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

FSA INFORMATION

USDA Farm 834 Tract 772

2025 Certification map prepared on: 2/4/2025

CRP **TRS: 16N13E10**
 CLU **Wayne**



Administered by: Wayne County, Indiana

204.54 Tract acres

158.85 Cropland acres

0 CRP acres

Wetland Determination Identifiers:

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation Compliance Provisions

All NIRR / Shares:

Source: Primarily USDA NAIP 2024 imagery; IDHS or Dynamap roads; FSA data 2025-01-31 07:51:02

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	9.47	N	2
IUse:			
NI or IRR			
Shares:			
2	25.48	H	2
IUse:			
NI or IRR			
Shares:			
3	25.41	N	2
IUse:			
NI or IRR			
Shares:			
5	9.89	N	2
IUse:			
NI or IRR			
Shares:			
8	19.56	N	2
IUse:			
NI or IRR			
Shares:			
9	20.35	H	2
IUse:			
NI or IRR			
Shares:			
14	48.69	H	2
IUse:			
NI or IRR			
Shares:			

Farm 834 Tract 772

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

**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.

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27C170A

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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.

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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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(25021228.PFD25021228.6)


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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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.:

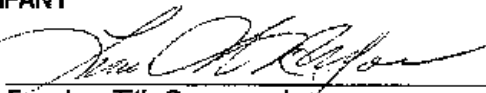
Issuing Agent: Freedom Title Company, Inc.
Issuing Office: 700 East Main St, Richmond, IN 47374
Issuing Office's ALTA® Registry ID: 0044380
Loan ID No.:
Commitment No.: 25021228
Issuing Office File No.: 25021228
Property Address: 1295 Kitterman Rd, Greens Fork, IN 47345
Revision No.:

SCHEDULE A

1. Commitment Date: January 31, 2025 at 08:00AM
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: \$ 530,500.00
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: Paul G. Weiss, John R. Weiss, Rita M. Schneider, Marion F. Weiss, Anthony W. Weiss, Bernard J. Weiss, Andrew F. Weiss, Elizabeth A. Grabhorn, Ruth E. Allen, Gregory A. Weiss and Karl E. Weiss, 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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PRELIMINARY TITLE



Fidelity National Title Insurance Company

SCHEDULE B, PART I - Requirements

Commitment No.: 25021228

File No. 25021228

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 Paul G. Weiss, John R. Weiss, Rita M. Schneider, Marion F. Weiss, Anthony W. Weiss, Bernard J. Weiss, Andrew F. Weiss, Elizabeth A. Grabhorn, Ruth E. Allen, Gregory A. Weiss and Karl E. Weiss, as tenants in common, to proposed insured purchaser.
8. We are advised that the Warranty Deed is to be executed pursuant to the power of attorney executed January 30, 2025, by John R. Weiss and Elizabeth A. Grabhorn, executed January 27, 2025, by Rita M. Schneider, Marion F. Weiss, Bernard J. Weiss, Ruth E. Allen, and Karl E. Weiss, executed January 24, 2025, by Anthony W. Weiss, executed January 29, 2025, by Andrew F. Weiss and Gregory A. Weiss, and recorded February 4, 2025 as Instrument #2025000738 in the Office of the Wayne County Recorder, granting power of attorney to Paul G. Weiss. The Warranty Deed should contain a reference to the recording information of the power of attorney.
9. A Vendor's Affidavit to be furnished.
10. 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

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27C170 Sch. B

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PRELIMINARY TITLE

SCHEDULE B

(Continued)

Commitment No.: 25021228

File No. 25021228

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.

11. NOTE FOR INFORMATION: Effective July 1, 2009, HEA 1374 concerning Good Funds in real estate transactions requires funds deposited into an escrow account for closing from any party to the transaction in amounts over \$10,000.00 to be in the form of an irrevocable wire transfer. Funds deposited into an escrow account for closing in an amount less than \$10,000.00 must be in the form of cash, irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent or check drawn on the trust account of a real estate broker licensed under IC 25-34.1.

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 25021228

File No. 25021228

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: Harrison Twp
Tax Parcel #009-00196-00, State ID #89-09-15-000-204.000-014
Auditor's Legal: E SIDE NE SEC 15-16-13 47.905A (not split for tax purposes)
Assessed Value: Land \$62,500.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment \$625.00, PAID
b) Second Installment \$625.00, PAID
8. Taxes assessed for the year 2023 due and payable in 2024.
Taxing Unit: Harrison Twp.
Tax Parcel #009-00199-00, State ID #89-09-10-000-409.000-014
Auditor's Legal: E 1/2 SE SEC 10-16-13 66.488A
Assessed Value: Land \$107,400.00, Improvements \$66,400.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment \$1,738.00, PAID
b) Second Installment \$1,738.00, PAID
9. Taxes assessed for the year 2023 due and payable in 2024.

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27C170 Sch. B

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PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 25021228

File No. 25021228

Taxing Unit Harrison Twp.
Tax Parcel #009-00198-00, State ID #89-09-10-000-410.000-014
Auditor's Legal: E 1/2 SE SEC 10-16-13 13.512A
Assessed Value: Land \$10,600.00, Improvements \$98,200.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$1,094.04, PAID
b) Second Installment: \$1,094.04, PAID

10. Taxes assessed for the year 2023 due and payable in 2024.
Taxing Unit Center Twp.
Tax Parcel #003-01115-00, State ID #89-09-11-000-305.000-004
Auditor's Legal: W 1/2 SW SEC 11-16-13 80A
Assessed Value: Land \$120,100.00, Improvements \$0.00
Supplemental Exemption \$0.00, Standard Deduction \$0.00.
a) First Installment: \$1,201.00, PAID
b) Second Installment: \$1,201.00, PAID
11. Taxes assessed for the year 2024 due and payable in 2025, a lien not yet due and payable.
12. Taxes assessed for the year 2025 due and payable in 2026, a lien not yet due and payable.
13. Taxes for subsequent years which are not yet due and payable.
14. 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.
15. Municipal assessments, if any, assessed against the land.
16. 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.
17. Right of way for drainage tiles, ditches, feeders and laterals, if any.
18. 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.
19. 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 Blackwater Branch or College Corner Branch.
 - 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 Blackwater Branch or College Corner Branch, or has been formed by accretion to such portion so created.
20. 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.
21. The address shown on Schedule A, is solely for the purpose of identifying said tract and should not be construed as insuring the

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.

27C170 Sch. B

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

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(25021228.PFD;25021228.7)

PRELIMINARY TITLE

SCHEDULE B (Continued)

Commitment No.: 25021228

File No. 25021228

address shown in the description of the land.

22. NOTE: Subject to an examination for judgments against the proposed insured.
23. NOTE: We reserve the right to make additional exceptions or requirements upon receipt of a survey.
24. 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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27C170 Sch. B

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

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(25021228.PFD/25021228/7)

PRELIMINARY TITLE

EXHIBIT A

Part of the northeast quarter of Section fifteen (15), Township Sixteen (16), Range thirteen (13) East, bounded as follows to-wit:

Beginning at the northeast corner of said section; thence, south one hundred sixty (160) rods to the southeast corner of said quarter; thence west fifty (50) rods to a stake; thence north one hundred sixty (160) rods; thence east fifty (50) rods to the beginning, containing fifty (50) acres, more or less. Also the west half of the southwest quarter of Section eleven (11) Township sixteen (16), Range thirteen (13) east. Also the east half of the southeast quarter of Section ten (10), Township sixteen (16), Range thirteen (13) east, containing one hundred sixty (160) acres, more or less, containing in all three (3) tracts two hundred ten (210) acres, more or less.

EXCEPTING THEREFROM: A part of the Northeast Quarter of Section 15, Township 16 North, Range 13 East in Harrison Township, Wayne County, Indiana, and being more particularly described as follows;

Beginning at an iron rod set in the south line of the Northeast Quarter of said Section 15, said point being 495.00 feet west of a P K Nail set at the southeast corner of said Northeast Quarter, (assuming said south line runs east and west), and running thence, from said beginning point, continuing west, along said south line, 330.00 feet to an iron rod set at the point of intersection of said south line with the centerline of Kitterman Road, thence north 0 degrees, 1 minutes and 15 seconds east, along said centerline, 268.22 feet to an iron rod set; thence north 87 degrees, 05 minutes and 05 seconds east, 330.33 feet to an iron pipe set; thence south, 285.02 feet to the place of beginning, containing an area of 2.095 acres.

PRELIMINARY TITLE

ALSO EXCEPTING THEREFROM:

Situated in the Northeast Quarter, Section 15, Township 16 North, Range 13 East, Harrison Township, Wayne County, Indiana, being part of a 50 acre tract, as described in Instrument No. 2024003210, as recorded in the Wayne County Recorder's Office, as shown on a survey certified by Gordon E. Moore, L.S. 20400025, as Beals-Moore & Associates, Inc., dated 14 October, 2024, W.O. 2024-135, Drawing No. D-4776, and being more particularly described as follows;

Beginning at a mag nail found at the southeast corner of the Quarter, in College Corner Road,

thence South $89^{\circ}57'13''$ West (bearings are based upon GPS Coordinates, Projection Set: USA/NAD83/Indiana East) 402.34 feet along the south line of said Quarter, in said road, to a railroad spike found at the southeast corner of a 0.614 acre tract, previously surveyed by John E. Beals, RLS #7955 on October 6, 1988, witness an iron rebar found North $00^{\circ}02'47''$ West 20.00 feet;

thence North $00^{\circ}02'47''$ West 1238.47 feet, along the east line of said 0.614 acre tract, and the extension thereof, to an iron rebar set, (all iron rebars set are $5/8''$ with a plastic cap stamped Moore 20400025);

thence South $89^{\circ}34'23''$ East 402.38 feet, to an iron rebar set on the east line of said Northeast Quarter;

thence South $00^{\circ}02'43''$ East 1235.15 feet, along said east line, to the point of beginning, containing 11.424 acres, more or less.

PHOTOS

PHOTOS



TRACTS 1-3



TRACT 1

PHOTOS



TRACT 2



TRACT 2

PHOTOS



TRACTS 3 & 4



TRACT 4

PHOTOS



TRACT 4



TRACT 4

PHOTOS



TRACT 5



TRACT 5

PHOTOS



PHOTOS



TRACT 6



TRACT 6

PHOTOS



TRACT 6



TRACTS 7 & 8

PHOTOS



TRACTS 7 & 8



TRACT 8

PHOTOS



TRACT 6



TRACTS 7 & 8

PHOTOS



PHOTOS





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