

Ligonier, IN

Real Estate AUCTION

Noble County

1± miles southwest of Ligonier • 17± miles southeast of Goshen • 10± miles east of Syracuse

Immediate
Possession
Available for
Farming
Purposes

INFORMATION BOOKLET

100[±]
acres
in 5 tracts

Tuesday,
April 18 at 6pm

at the Trinity Assembly of God Church
Ligonier, IN • Online Bidding Available

SCHRADER
Real Estate and Auction Company, Inc.

800.451.2709 • SchraderAuction.com

DISCLAIMER

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

AUCTION
MANAGERS

DEAN RUMMEL • 260.343.8511 • dean@schraderauction.com
KEVIN JORDAN • 260.244.7606 • kevin@schraderauction.com



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

TUESDAY, APRIL 18, 2017
100 ACRES – LIGONIER, INDIANA

This form must be received at Schrader Real Estate and Auction Company, Inc.,
P.O. Box 508, Columbia City, IN, 46725
Fax # 260-244-4431, no later than Tuesday, April 11, 2017.

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
100± Acres • Ligonier, Indiana
Tuesday, April 18, 2017

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, April 18, 2017 at 6:00 PM.
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

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, April 11, 2017**. Send your deposit and return this form via fax to: **260-244-4431**.

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 260-229-1904.

TRACT DESCRIPTIONS & LOCATION MAP

Tuesday, April 18 at 6pm

The Trinity Assembly of God Church
1288 W Union St, Ligonier, IN 46767

Located directly to the east of Auction Tract 1. From the intersection of State Road 5 and Hwy 33/6, on the south side of Ligonier, travel west on Hwy 33/6 1 mile to CR 950W/Townline Road. Turn north on Townline Road and travel 1/2 mile to the Union Street. Travel west on Union Street 1/4 mile to the church.



PROPERTY LOCATION

From the intersection of State Road 5 and Hwy 33/6, on the south side of Ligonier, travel west on Hwy 33/6 1-1/2 mile to Westwood Road. Turn north on Westwood Road and travel 1/2 mile to property at the "T" on the north side of Union St/750 N.

TRACT DESCRIPTIONS

TRACT 1: 19± ac all tillable with frontage on Union St. The parcel is level with Fox Sandy Loam soils. Investigate this great location for a mini-farm or potential development.

TRACT 2: 12± ac potential building site with approximately 3 acres of woods. Frontage on Union St. Imagine the possibilities.

TRACT 3: 29± ac all tillable with frontage on Union St. Mostly Fox and Sebewa soils.

TRACT 4: 20± ac all tillable with mostly Blount and Pewamo soils. Frontage on Lincolnway/CR 800N.

TRACT 5: 20± ac mostly tillable with almost 5 acres of woods. Primarily Blount and Pewamo soils. Frontage on Lincolnway/CR 800N. Consider combining Tracts 4 and 5 for 34.5± acres cropland per FSA.

OWNER: Helen V. Yoder Estate & Maurice Freeman



AUCTION TERMS & CONDITIONS:

PROCEDURE: The property will be offered in 5 individual tracts, any combination of tracts and as a total 100-acre unit. There will be open bidding on tracts, tract combinations, and the total during the auction as determined by the Auctioneer. Bids on individual tracts and the total property may compete.

DOWN PAYMENT: 10% down payment on the day of auction. 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: All successful bidders will be required to enter into Purchase Agreements at the auction site immediately following the close of the auction. All final bid prices are subject to the Sellers acceptance or rejection.

EVIDENCE OF TITLE: Seller shall provide an owners title insurance policy in the amount of the purchase price.

DEED: Seller shall provide Warranty Deed(s).

CLOSING: The balance of the purchase price is due at closing, which will take place within 15 days of presentation of insurable title. Costs for an administered closing shall be shared 50:50 between Buyer(s) and Seller.

POSSESSION: Possession will be at closing. Immediate possession for farming purposes available with additional Earnest Money deposit. Call Auction

Company for details.

REAL ESTATE TAXES: Buyer will assume 2016 Real Estate taxes due May 2017 and thereafter.

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

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

SURVEY: The Seller shall provide a new survey where there is no existing legal description or where new boundaries are created by the tract divisions in this auction. Any need for a new survey shall be determined solely by the Seller. Seller and successful bidder shall each pay half (50:50) of the cost of the survey. The type of survey performed shall be at the Sellers option and sufficient for providing title insurance. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres, if a new survey is determined to be necessary by the Sellers.

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

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

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

TRACT MAP

W 800 N Lincolnway W

5

20± acres

4

20± acres

2

12±
acres

3

29± acres

1

19± acres



Westwood Dr →

Union St

AUCTION SITE

INSPECTION DATE

Tuesday, April 4, 3:00PM - 5:00PM

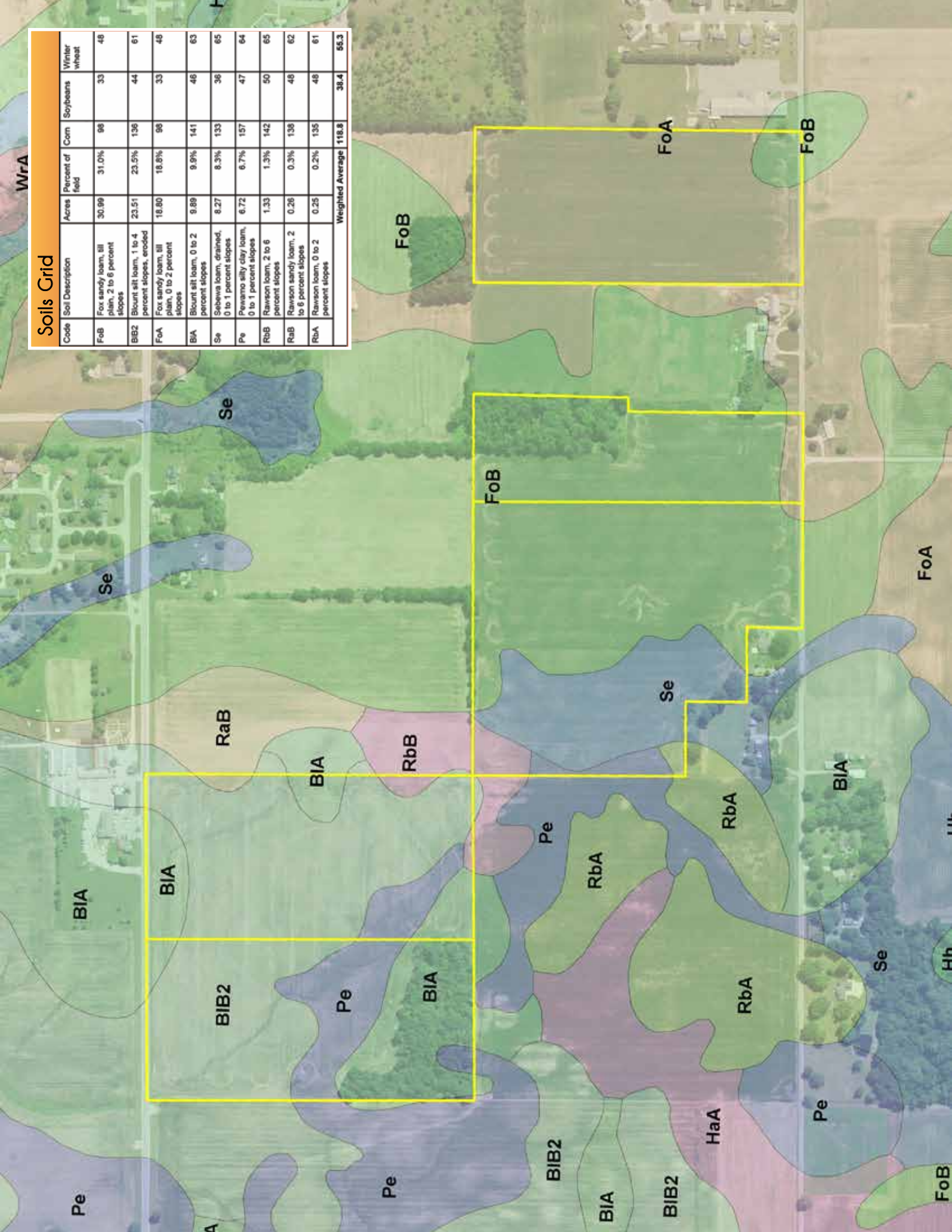
Meet a Schrader Representative on Tract 2.

Walkover of the land is also allowed at any time.

SOILS MAP

Soils Grid

Code	Soil Description	Acres	Percent of field	Corn	Soybeans	Winter wheat
FoB	Fox sandy loam, ill plain, 2 to 6 percent slopes	30.99	31.0%	98	33	48
BB2	Blount silt loam, 1 to 4 percent slopes, eroded	23.51	23.5%	136	44	61
FoA	Fox sandy loam, ill plain, 0 to 2 percent slopes	18.80	18.8%	98	33	48
BIA	Blount silt loam, 0 to 2 percent slopes	9.89	9.9%	141	46	63
Se	Sebeva loam, drained, 0 to 1 percent slopes	8.27	8.3%	133	36	65
Pe	Prairieville clay loam, 0 to 1 percent slopes	6.72	6.7%	157	47	64
RbB	Ravison loam, 2 to 6 percent slopes	1.33	1.3%	142	50	65
RaB	Ravison sandy loam, 2 to 6 percent slopes	0.26	0.3%	138	48	62
RbA	Ravison loam, 0 to 2 percent slopes	0.25	0.2%	135	48	61
Weighted Average			118.8	38.4	55.3	



FSA INFORMATION & MAPS

FSA INFORMATION

INDIANA

NOBLE

Form: FSA-156EZ

See Page 2 for non-discriminatory Statements.



United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 7647

Prepared : Mar 6, 2017

Crop Year : 2017

Operator Name : JEROME P NESS

Farms Associated with Operator : 18-113-2252, 18-113-2284, 18-113-2327, 18-113-2336, 18-113-2406, 18-113-4840, 18-113-5730, 18-113-6842, 18-113-6885, 18-113-7324, 18-113-7325, 18-113-7406, 18-113-7407, 18-113-7408, 18-113-7647, 18-113-7671, 18-113-7705, 18-113-7918, 18-113-8013, 18-113-8522

CRP Contract Number(s) : None

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane	Farm Status	Number Of Tracts
98.25	90.40	90.40	0.00	0.00	0.00	0.00	0.00	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL	Acre Election	EWP	DCP Ag. Related Activity	
0.00	0.00	90.40	0.00		0.00	No	0.00	0.00	

Crop Election Choice

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

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield	HIP
Corn	44.62	0.00	0	142	
Soybeans	44.38	0.00	0	48	
TOTAL	89.00	0.00			

NOTES

Tract Number : 15012

Description : SEC 28 & 29 PERRY TWP

BIA Unit Range Number :

HEL Status : HEL determinations not completed for all fields on the tract

Wetland Status : Wetland determinations not complete

WL Violations : None

Owners : MAURICE D FREEMAN

Other Producers : GREG KNEPP

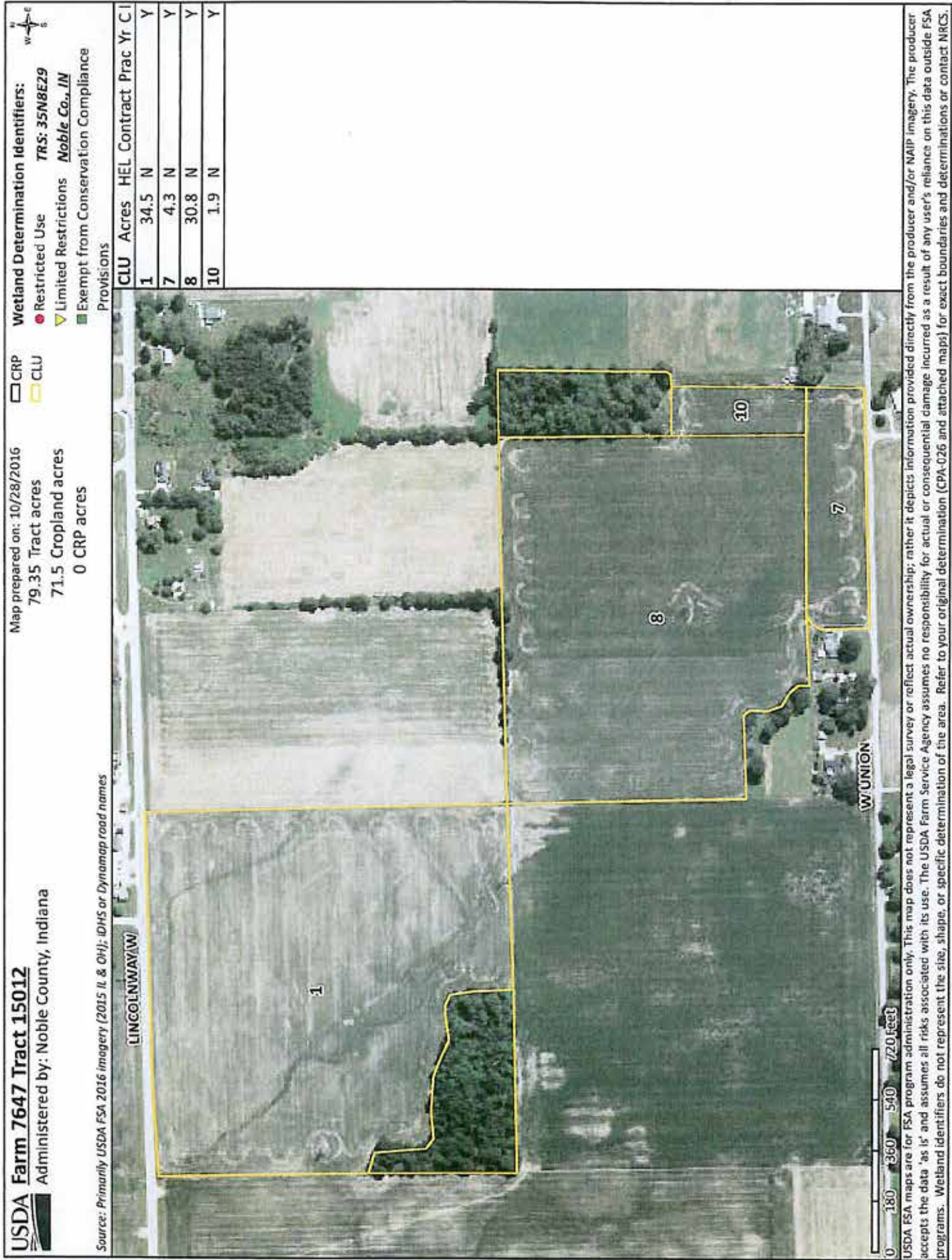
Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	WRP	CRP	GRP	Sugarcane
79.35	71.50	71.50	0.00	0.00	0.00	0.00	0.00
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL	EWP	DCP Ag. Related Activity	
0.00	0.00	71.50	0.00	0.00	0.00	0.00	

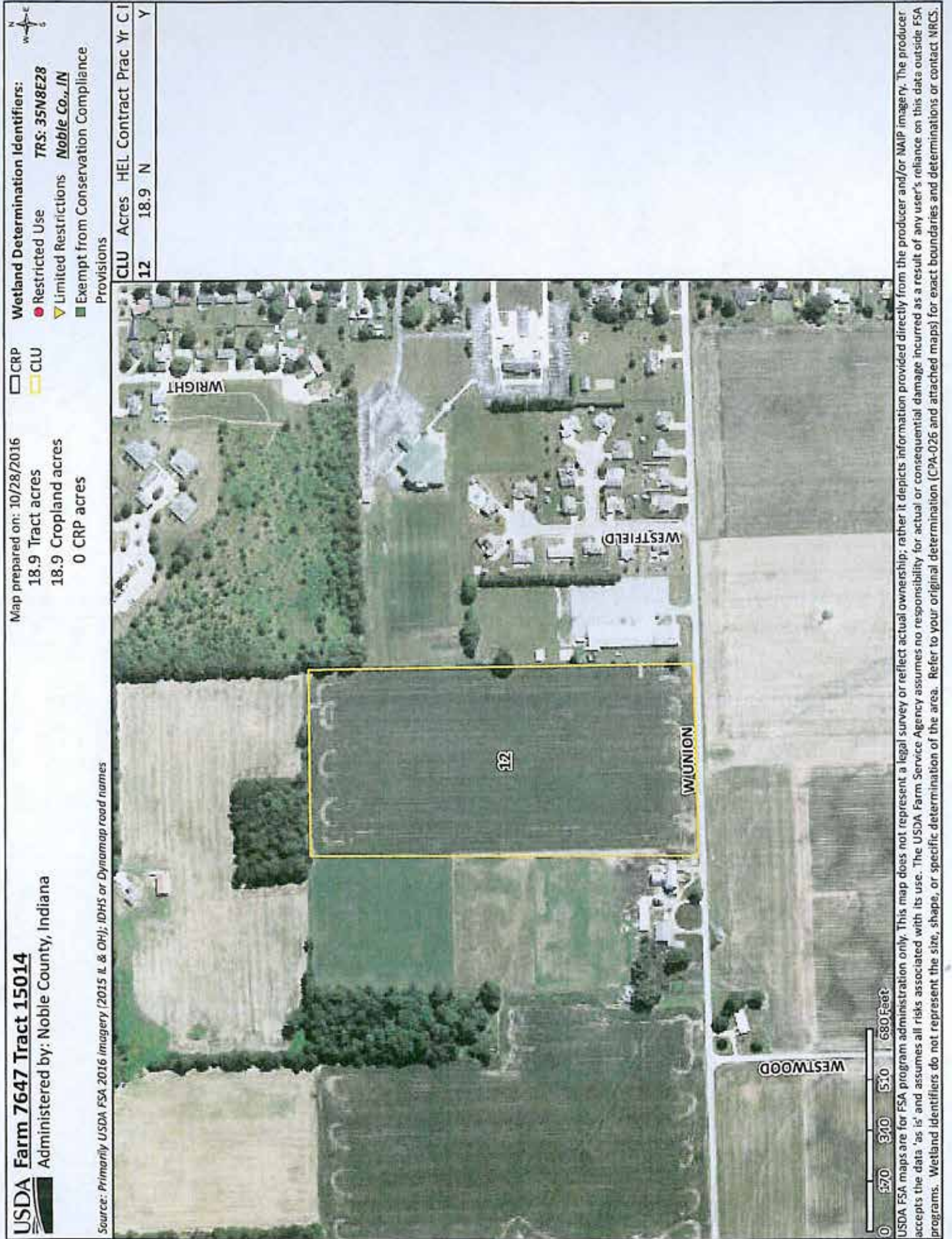
DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	CTAP Yield	PLC Yield
Corn	36.52	0.00	0	142
Soybeans	33.78	0.00	0	48
TOTAL	70.30	0.00		

FSA MAP



FSA MAP



COUNTY INFORMATION

COUNTY INFORMATION



BeaconTM

Noble County, IN

Summary (Auditor)

Parcel ID 57-01-28-400-087.000-013
Tax Bill ID 001-100661-00
Map Reference #
Property Address W Union St
Ligonier, IN, 46767
Brief Legal Description Sw1/4 Nw1/4 Sec 28 24.997
acres Se4 Ex 3.06a Sw Pt
Ne4 Sec 29 35.239a
(100-005) Nw1/4 Ne1/4 Sec
29 40a (100-014) ** Life
Estate-Helen V Yoder**
(Note: Not to be used on
legal documents)
Class AGRICULTURAL - VACANT
LAND
Tax District 57013 Perry Township
Tax Rate Code 1065 - Adv Tax Rate
Property Type 65 - Agricultural
Mortgage Co N/A
Last Change Date N/A

 beacon

Ownership (Auditor)

Freeman Maurice D
4021 E 400 N
Columbia City, IN 46725

Taxing District (Assessor)

County: Noble
Township: PERRY TOWNSHIP
State District 57013 PERRY TOWNSHIP
Local District: 57001
School Corp: WEST NOBLE
Neighborhood: 1350100 Perry Twp Base Area

Site Description (Assessor)

Topography: Flat
Public Utilities: Electricity , Gas
Street or Road: Paved
Area Quality Static
Parcel Acreage: 100.23

Sales

Sale Date	Sale Price	Parcel Count	Valid
1/30/2010	\$180,000	2	Y
1/30/2010	\$180,000	1	Y

COUNTY INFORMATION

Transfer History (Assessor)

Date	New Owner	Doc ID	Book/Page	Sale Price
10/28/2014	FREEMAN MAURICE D	141000658		\$0.00
6/12/1996	FREEMAN VIRGINA M			\$0.00

Contact the Auditor's Office for correct transfer dates.

Transfer History (Auditor)

Date	Transfer From	Instrument	Book	Page	Doc Nbr
1/27/2017	Freeman Maurice D ** Life Estate-Helen V Yoder**				170100505
10/28/2014	Freeman Virginia M	Affidavit Of Survivorship			141000658
6/12/1996	Yoder Helen (hobart E Dec)		960	6295	

Contact the Auditor's Office for correct transfer dates.

Valuation

Assessment Year	2016	2015	2014	2013	2012
Reason	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	ANNUAL ADJUSTMENT	GENERAL REVALUATION
As Of Date	5/12/2016	7/27/2015	7/21/2014	7/19/2013	12/3/2012
Land	\$148,800	\$155,600	\$155,600	\$133,600	\$123,800
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$148,800	\$155,600	\$155,600	\$133,600	\$123,800
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	\$148,800	\$155,600	\$155,600	\$133,600	\$123,800
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$148,800	\$155,600	\$155,600	\$133,600	\$123,800
Total Non Res (3)	\$0	\$0	\$0	\$0	\$0

Homestead Allocations

	2015 Pay 2016	2014 Pay 2015
Land	\$155,600.00	\$155,600.00
Res Land	\$0.00	\$0.00
Improve	\$0.00	\$0.00
Res Improve	\$0.00	\$0.00

COUNTY INFORMATION

Tax History

	2016 Pay 2017	2015 Pay 2016	2014 Pay 2015	2013 Pay 2014	2012 Pay 2013
+ Spring Tax	\$0.00	\$1,312.18	\$1,374.80	\$1,251.03	\$1,143.30
+ Spring Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Spring Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Tax	\$0.00	\$1,312.18	\$1,374.80	\$1,251.03	\$1,143.30
+ Fall Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Fall Annual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq NTS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Delq TS Pen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Other Assess	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Advert Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ Tax Sale Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+ NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PTRC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HMST Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Circuit Breaker	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Over 65 CB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= Charges	\$0.00	\$2,624.36	\$2,749.60	\$2,502.06	\$2,286.60
- Surplus Transfer	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
- Credits		(\$2,624.36)	(\$2,749.60)	(\$2,502.06)	(\$2,286.60)
= Total Due	\$0.00	\$0.00	\$0.00	\$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.

Note: Total due amount rolls forward to the most current year

Payments (Treasurer)

Year	Receipt #	Payment Date	Description	Amount
2016 Pay 2017				\$0.00
2015 Pay 2016				\$1,312.18
2015 Pay 2016	1646613	6/7/2016		\$1,312.18
2015 Pay 2016	1616129	4/21/2016		\$1,312.18
2014 Pay 2015				\$1,374.80
2014 Pay 2015	1602215	11/6/2015		\$1,374.80
2014 Pay 2015	1558859	4/21/2015		\$1,374.80
2013 Pay 2014				\$1,251.03
2013 Pay 2014	1537148	10/30/2014		\$1,251.03
2013 Pay 2014	1518178	5/8/2014		\$1,251.03
2012 Pay 2013				\$1,143.30
2012 Pay 2013	1487153	11/7/2013		\$1,143.30
2012 Pay 2013	1460859	5/7/2013		\$1,143.30

COUNTY INFORMATION

Land

Land Type	Soil ID	Act Front.	Eff. Depth	Size	Rate	Adj. Rate	Ext. Value	Infl. %	Value
PUBLIC ROAD/ROW		0	0	0.37	\$1,960.00	\$1,960.00	\$725.20	(\$100.00)	\$0.00
PUBLIC ROAD/ROW		0	0	0.32	\$1,960.00	\$1,960.00	\$627.20	(\$100.00)	\$0.00
UTILITY TRANSMISSION TOWERS		0	0	0.125	\$1,960.00	\$1,960.00	\$245.00	(\$100.00)	\$0.00
PUBLIC ROAD/ROW		0	0	0.60	\$1,960.00	\$1,960.00	\$1,176.00	(\$100.00)	\$0.00
UTILITY TRANSMISSION TOWERS		0	0	0.250	\$1,960.00	\$1,960.00	\$490.00	(\$100.00)	\$0.00
TILLABLE LAND	BLA	0	0	5.300	\$1,960.00	\$1,744.00	\$9,243.20	\$0.00	\$9,240.00
WOODLAND	BLA	0	0	4.280	\$1,960.00	\$1,744.00	\$7,464.32	(\$80.00)	\$1,490.00
TILLABLE LAND	BLB2	0	0	23.100	\$1,960.00	\$1,666.00	\$38,484.60	\$0.00	\$38,480.00
TILLABLE LAND	FOA	0	0	0.355	\$1,960.00	\$1,411.00	\$500.91	\$0.00	\$500.00
TILLABLE LAND	FOA	0	0	17.907	\$1,960.00	\$1,411.00	\$25,266.78	\$0.00	\$25,270.00
TILLABLE LAND	FOB	0	0	3.468	\$1,960.00	\$1,411.00	\$4,893.35	\$0.00	\$4,890.00
WOODLAND	FOB	0	0	3.253	\$1,960.00	\$1,411.00	\$4,589.98	(\$80.00)	\$920.00
TILLABLE LAND	FOB	0	0	24.036	\$1,960.00	\$1,411.00	\$33,914.80	\$0.00	\$33,910.00
TILLABLE LAND	PE	0	0	0.858	\$1,960.00	\$2,176.00	\$1,867.01	\$0.00	\$1,870.00
WOODLAND	PE	0	0	0.362	\$1,960.00	\$2,176.00	\$787.71	(\$80.00)	\$160.00
TILLABLE LAND	PE	0	0	5.354	\$1,960.00	\$2,176.00	\$11,650.30	\$0.00	\$11,650.00
TILLABLE LAND	RAB	0	0	0.267	\$1,960.00	\$1,842.00	\$491.81	\$0.00	\$490.00
TILLABLE LAND	RBA	0	0	0.254	\$1,960.00	\$1,921.00	\$487.93	\$0.00	\$490.00
TILLABLE LAND	RBB	0	0	0.870	\$1,960.00	\$1,921.00	\$1,671.27	\$0.00	\$1,670.00
TILLABLE LAND	RBB	0	0	0.478	\$1,960.00	\$1,921.00	\$918.24	\$0.00	\$920.00
TILLABLE LAND	SE	0	0	8.423	\$1,960.00	\$1,999.00	\$16,837.58	\$0.00	\$16,840.00

No data available for the following modules: Exemptions, Special Assessments, Residential, Commercial, Improvements, Sketches.

The information on this Web Site was prepared from a Geographic Information System established by Noble County for their internal purposes only, and was not designed or intended for general use by members of the public. Noble County, its employees, agents and personnel, makes no representation or warranty as to its accuracy, and in particular, its accuracy as to labeling, dimensions, contours, property boundaries, or placement or location of any map features thereon.

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TITLE WORK

TITLE WORK



COMMITMENT FOR TITLE INSURANCE

Issued by
Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 90 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Commonwealth Land Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

132373IN

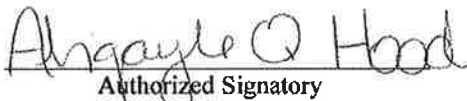
Assurance Title Company, LLC
102 E Main Street
Albion, IN 46701
Tel: (260) 636-2692
Fax: (260) 636-2223

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By: 
ATTEST: 
President Secretary

Countersigned:


Authorized Signatory
Abigayle Q. Hood



TITLE WORK

File No: 17-141

COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

SCHEDULE A

1. Effective Date: **March 3, 2017, 8:00 am**
2. Policy or Policies to be issued: Amount
 - a. ☒ ALTA Owner's Policy (6-17-06): TBD
 - Proposed Insured: **To Be Determined**
 - b. ☐ ALTA Loan Policy (6-17-06):
 - Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.
4. Title to the **Fee Simple** estate or interest in the land is at the Effective Date vested in:
Maurice D. Freeman
5. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

Countersigned
Assurance Title Company, LLC

By *Heather Newcomer*
Authorized Signature

This commitment is invalid unless a signed commitment Jacket and Schedules A and B are attached.

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ALTA Commitment (6-17-06)
Schedule A



TITLE WORK

EXHIBIT "A"

The following described tracts of real estate in Township Thirty-five (35) North, Range Eight (8) East, Noble County, Indiana:

The Northwest Quarter of the Northeast Quarter of Section Twenty-nine (29) containing Forty (40) acres, more or less.

Also including,

The Southeast Quarter of the Northeast Quarter of Section Twenty-nine (29), excepting therefrom 3.06 acres out of the Southwest part thereof (Yoder Addition as recorded in Plat Book 3, Page 118 in the records of Noble County, Indiana), and also excepting therefrom the following described real estate:

Part of the Southeast Quarter of the Northeast Quarter of Section Twenty-nine (29), Township Thirty-five (35) North, Range Eight (8) East, Noble County, Indiana, to wit:

Commencing at a Harrison marker found at the Southwest corner of the Northeast Quarter of Section Twenty-nine (29); thence North 89 degrees 19 minutes 30 seconds East (GPS bearings were used as the basis of bearings for this description), on and along the South line of the Northeast Quarter of said Section Twenty-nine (29), a distance of 1321.50 feet to the Southwest corner of Yoder Addition as recorded in Plat Book 3, Page 118, in the records of Noble County, Indiana, said corner being deeded as the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section Twenty-nine (29); thence North 00 degrees 43 minutes 35 seconds West, on and along the West line of said Yoder Addition, a distance of 222.90 feet (recorded 222 feet), to an iron pipe found at the Northwest corner of said Yoder Addition, said iron pipe being situated 0.4 feet West of the Southwest corner of a wood post found, said iron pipe also being at the true point of beginning; thence continuing North 00 degrees 43 minutes 35 seconds West, on and along the Northerly projection of said West line (being established by existing monuments found), a distance of 247.00 feet to a 5/8-inch diameter iron pin capped "Walker"; thence North 89 degrees 22 minutes 50 seconds East, a distance of 300.00 feet to a 5/8-inch diameter iron pin capped "Walker"; thence South 00 degrees 43 minutes 35 seconds East, a distance of 247.00 feet to the Northeast corner of Lot Number 3 in said Yoder Addition, said corner being situated 0.25 feet East of an iron pipe found; thence South 89 degrees 22 minutes 50 seconds West, on and along the North line of said Yoder Addition, a distance of 300.00 feet to the true point of beginning, containing 1.701 acres of land, more or less. Containing after said exceptions, 35.239 acres, more or less.

Also including,

The Southwest Quarter of the Northwest Quarter of Section Twenty-eight (28), excepting therefrom the following two (2) tracts of real estate:

Tract I

Part of the Southwest Quarter of the Northwest Quarter of Section 28, Township 35 North, Range 8 East, Noble County, Indiana, more particularly described as follows, to-wit:

Commencing at a Harrison marker found at the Southwest corner of the Northwest Quarter of said Section 28; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing and used as the basis of bearings for this description), on and along the South line of the Northwest Quarter of said Section 28, a distance of 199.00 feet to a Mag nail at the true point of beginning; thence continuing North 90 degrees 00 minutes 00 seconds East, on and along said South line, being within the right-of-way of Union Street, a distance of 474.00 feet to the Mag nail; thence North 00 degrees 00 minutes 00 seconds East, a distance of 289.00 feet to a 5/8-inch diameter iron pin capped "Walker"; thence South 90 degrees 00 minutes 00 seconds West, a distance of 492.00 feet to a 5/8-inch diameter iron pin capped "Walker"; thence South 00 degrees 00 minutes 00 seconds West, a distance of 55.00 feet to a 5/8-inch diameter iron pin capped "Walker"; thence

TITLE WORK

North 90 degrees 00 minutes 00 seconds East, a distance of 18.00 feet to a 5/8-inch diameter iron pin capped "Walker"; thence South 00 degrees 00 minutes 00 seconds West, a distance of 234.00 feet to the true point of beginning, said in previous deeds to contain 3.167 acres of land, more or less.

Tract II

Part of the Southwest Quarter of the Northwest Quarter of Section 28, Township 35 North, Range 8 East, Noble County, Indiana, more particularly described as follows, to-wit:

Commencing at a Harrison marker found at the Southwest corner of said Northwest Quarter; thence North 90 degrees 00 minutes 00 seconds East (adjoiner's deed bearing and used as the basis of bearings for this description), on and along the South line of the Northwest Quarter of said Section 28, a distance of 180.00 feet to a Mag Nail at the true POINT OF BEGINNING; thence continuing North 90 degrees 00 minutes 00 seconds East, on and along said South line, being within the right-of-way of Union Street, a distance of 19.00 feet to a Mag nail found at the Southwest corner of a certain 3.167 acre tract of land as recorded in Document Number 081000650 in the records of Noble County, Indiana; thence North 00 degrees 00 minutes 00 seconds East, on and along a Westerly line of said 3.167 acre tract of land, a distance of 234.00 feet to a 5/8-inch iron pin capped "Walker" found at a corner of said 3.167 acre tract of land; thence South 90 degrees 00 minutes 00 seconds West, on and along a South line of said 3.167 acre tract of land, a distance of 18.00 feet to a 5/8-inch iron pin capped "Walker" found at a Southwest corner of said 3.167 acre tract of land; thence North 00 degrees 00 minutes 00 seconds East, on and along a West line of said 3.167 acre tract of land, a distance of 55.00 feet to a 5/8-inch iron pin capped "Walker" found at the Northwest corner of said 3.167 acre tract of land; thence North 90 degrees 00 minutes 00 seconds East, on and along the North line of said 3.167 acre tract of land, a distance of 492.00 feet to a 5/8-inch iron pin capped "Walker" found at the Northeast corner of said 3.167 acre tract of land; thence South 00 degrees 00 minutes 00 seconds West, on and along the East line of said 3.167 acre tract of land, a distance of 289.00 feet to a Mag nail found at the Southeast corner of said 3.167 acre tract of land, said Mag nail being on the South line of the Northwest Quarter of said Section 28; thence North 90 degrees 00 minutes 00 seconds East, on and along said South line, being within the right-of-way of Union Street, a distance of 24.78 feet to a Mag nail; thence North 00 degrees 43 minutes 29 seconds East, a distance of 1320.75 feet to a 5/8-inch iron pin capped "Walker" on the North line of the Southwest Quarter of the Northwest Quarter of said Section 28; thence North 89 degrees 30 minutes 29 seconds West, on and along said North line, a distance of 454.18 feet to a 5/8-inch iron pin capped "Walker", said iron pin being situated South 89 degrees 30 minutes 29 seconds East, a distance of 240.00 feet from an iron pin found at the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 28; thence South 01 degree 54 minutes 55 seconds West, a distance of 607.88 feet to a 5/8-inch iron pin capped "Walker"; thence South 90 degrees 00 minutes 00 seconds West, a distance of 60.00 feet to a 5/8-inch iron pin capped "Walker"; thence South 00 degrees 00 minutes 00 seconds West, a distance of 717.00 feet to the true Point of Beginning, said in survey to contain 11.833 acres, more or less.

TITLE WORK

File No: 17-141

COMMITMENT FOR TITLE INSURANCE

Issued by

Commonwealth Land Title Insurance Company

SCHEDULE B - Section I

- I. Requirements:
- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
 - b. Pay us the premiums, fees and charges for the policy.
 - c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
 1. By virtue of I.C.27-7-3.6, a fee of \$5 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.
 2. If Assurance Title Company will be serving as the closing agent and this closing is held on or after July 1, 2009, funds must be provided to Assurance Title Company in compliance with IC 27-7-3.7, et seq.
 3. Warranty Deed from Maurice D. Freeman to Proposed Insured.
 4. NOTE: Effective July 1, 1993, a Sales Disclosure Form must be filed with the County Auditor at the time of recording of most deeds and land contracts as required by IC 6-1.1-5.5. A fee of \$10.00 must be paid to the Auditor at the time of filing. Effective January 1, 2012, a \$5.00 Transfer Fee must be paid to the County Auditor at the time of filing of all deeds.
 5. Vendors, (Sellers), Closing Affidavit to be furnished this office.
 6. The company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

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TITLE WORK

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COMMITMENT FOR TITLE INSURANCE

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Commonwealth Land Title Insurance Company

SCHEDULE B - Section II

II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
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 for 2015 payable 2016
Parcel No. 001-100661-00
Tax Unit of Perry
State ID No. 57-01-28-400-087.000-013
May 10 \$1312.18 PAID
November 10 \$1312.18 PAID
Assessed Valuation: Land \$155,600 Improvements \$0
Exemptions \$0
7. Taxes for 2016 due and payable 2017, and subsequent taxes.
8. Taxes for 2017 due and payable 2018, and subsequent taxes.
9. The acreage in the legal description is shown for convenience only and should not be construed as insuring the quantity of land set forth in said description.

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10. Rights of way for drainage tiles, feeders and laterals, if any.
11. Rights of the public, State of Indiana, County of Noble and the municipality in and to that part of the premises taken or used for road purposes.
12. Any governmental limitations or regulations respecting access to abutting roads, streets or highways.
13. Easement in favor of Indiana & Michigan Electric Company dated March 1, 1944, recorded August 22, 1944 in Deed Record 123, Page 506, in the Office of the Recorder, Noble County, Indiana.
14. This commitment has been issued without a judgment search being made against the name insured.

TITLE WORK

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

TITLE WORK

ASSURANCE TITLE COMPANY

PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of ASSURANCE TITLE COMPANY.

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

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from (our affiliates, or) others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

TITLE WORK

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative Industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

TITLE WORK

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

TITLE WORK

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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