

St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# LAND AUCTION

**Tuesday, Sept 12 • 6pm**

eastern

held at North Liberty VFW Post #1954  
66995 Tamarack Rd, North Liberty, IN



**75.2±  
acres**

Offered in 7 Tracts  
Ranging from 0.556± to 21± acres

## INFORMATION BOOKLET

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://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  
MANAGER

KEITH LINEBACK • 574.286.2622 • [klineback@aol.com](mailto:klineback@aol.com)



950 N. Liberty Dr., Columbia City, IN 46725  
800.451.2709 | 260.244.7606 | [www.schraderauction.com](http://www.schraderauction.com)

*Follow us and download our new Schrader iOS app*





# BOOKLET INDEX



Auction Pre-Registration Form  
Online Bidder Registration Form  
Tract Descriptions & Auction Terms  
Location Map  
Tract Maps  
Soils Maps & Productivity Information  
Plat Maps  
Surveys & Zoning  
FSA Information  
Irrigation Solutions  
Tax Statements  
Title Commitment  
Property Photos





# **BIDDER PRE-REGISTRATION FORM**

**TUESDAY, SEPTEMBER 12, 2017**  
**75 ACRES – NORTH LIBERTY, 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,  
Fax # 260-244-4431, no later than Tuesday, September 5, 2017.  
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**  
**75± Acres • North Liberty, Indiana**  
**Tuesday, September 12, 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, September 12, 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](http://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, September 5, 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.



St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# TRACT DESCRIPTIONS



# 75.2± acres LAND AUCTION

Offered in 7 Tracts

St Joseph Co. Indiana

held at North Liberty VFW Post #1954,  
66995 Tamarack Road, North Liberty, IN  
(NE corner Tamarack Rd & Quinn Rd)

Tuesday, September 12 • 6pm

**Tracts 1-5:** 33.21± acres includes 1.7± acres abandoned Railroad ROW and a total of 30.69 tillable acres. Adjacent to irrigated farmland. *Irrigate for seed corn or tomatoes.*

**Tracts 1 & 2:** Each lot has 0.556 tillable acres for a total of 1.112 tillable acres. Two approved Home Sites per Kesler's Minor Subdivision with each having 120' frontage on Smilax Rd by 202' depth.

**Tract 3:** 10.9± acres with 668.77' frontage on SR 4 & 415.5' frontage on Smilax Rd with 10.258 tillable acres (includes 0.5± acres abandoned railroad right of way).

**Tract 4:** 10.6± acres with 524.5' frontage on SR 4 with 9.66 tillable acres (includes 0.6± acres abandoned railroad right of way).

**Tract 5:** 10.6± acres with 528' frontage on SR 4 with 9.66 tillable acres (includes 0.6± acres abandoned railroad right of way).

**Tracts 6-7:** 42.0± acres per old surveys of adjoining property lines with 25.57 tillable acres and 16.43± acres of 2<sup>nd</sup> growth trees. *Irrigate for specialty crops.*

**Tract 6:** 21± acres with 478.5' frontage on SR 23 and 12± tillable acres and 9± acres of 2<sup>nd</sup> growth trees. BZA Variance for 478.5' road frontage.

**Tract 7:** 21± acres with 726' frontage on Thorn Rd. 13.57± tillable acres and 7.43± acres of 2<sup>nd</sup> growth trees.

**Seller:** Kesler Family, LLC



Tracts 1-5



Tracts 6-7

## TERMS & CONDITIONS:

**PROCEDURE:** The property will be offered in 7 individual tracts, any combination of tracts and as a total unit. There will be open bidding on all tracts and combinations during the auction as determined by the Auctioneer. Bids on tracts, tract combinations and the total property may compete.

**BUYER'S PREMIUM:** The contract purchase price will include a Buyer's Premium equal to 2% of the bid amount.

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

**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. Purchase agreements are available for review prior to the auction. All final bid prices are subject to the Sellers acceptance or rejection in its sole discretion.

**EVIDENCE OF TITLE:** The Seller agrees to furnish Buyer(s) an updated commitment for an Owners Policy of Title Insurance prior to closing. The property will be conveyed by a Warranty Deed as more specifically set forth in the purchase agreement.

**REAL ESTATE TAXES:** Seller shall pay the 2017 real estate taxes payable in 2018 and ditch assessments due in

2017. All subsequent real estate taxes and assessments shall be the buyers responsibility.

**CLOSING:** Closing shall take place within 30 days after the auction.

**POSSESSION:** Possession shall be granted at closing, subject to tenant's rights to 2017 crop year.

**SURVEY:** The Seller shall determine any need for a new survey and shall be prepared only when required to convey title as more fully set forth in the purchase agreement. Any new survey provided shall be for the perimeter only when tracts are combined. The survey costs shall be shared 50:50 between Buyer(s) and Seller. Final sales price shall be adjusted to reflect any difference between advertised and surveyed acres on purchased acreage.

**PROPERTY INSPECTION:** Each potential bidder is responsible for conducting, at their own risk, their own independent inspections, investigations, inquiries and due diligence concerning the property. Inspection date has been scheduled and will be staffed with auction personnel. Further, Seller disclaims any and all responsibility for Buyers 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 aerial photos and neither Seller nor Auction Company warrants such information.

**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.**

**STOCK PHOTOGRAPHY:** Deer photo is for illustrative purposes only and was not photographed on the auction property.



St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# LOCATION MAP

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**



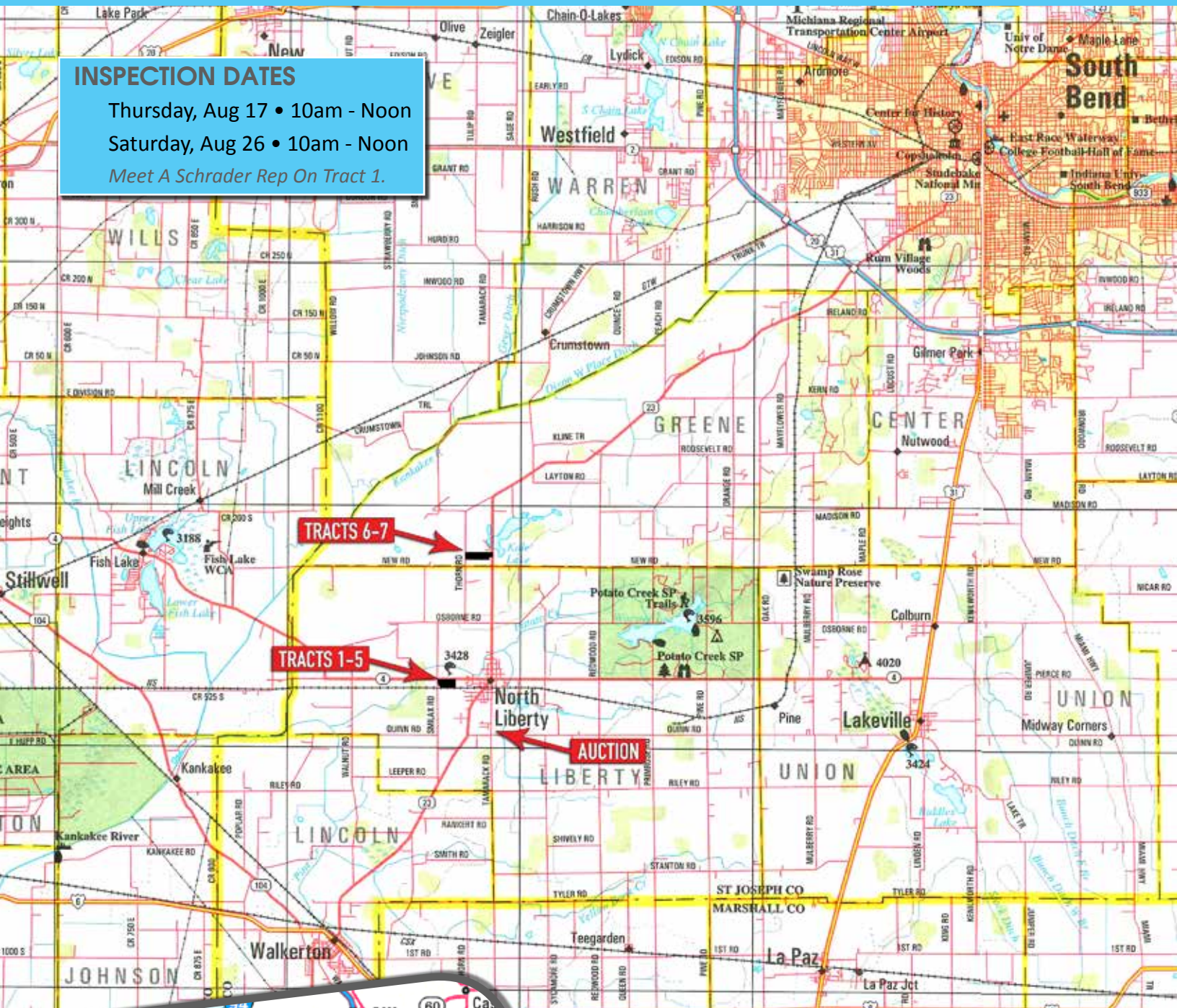
# LOCATION MAP

## INSPECTION DATES

Thursday, Aug 17 • 10am - Noon

Saturday, Aug 26 • 10am - Noon

Meet A Schrader Rep On Tract 1.



## DIRECTIONS:

### TO THE AUCTION:

North Liberty VFW Post #1954, 66995 Tamarck Rd, North Liberty, IN  
Northeast corner of Tamarack Rd and Quinn Rd.

### TO THE PROPERTY:

**TRACTS 1-5:** 1 mile west of North Liberty on SR 4, property on left.  
**TRACTS 6-7:** 2.25 miles north of North Liberty on SR 23, property on left.

You may bid online during the auction at [www.schraderauction.com](http://www.schraderauction.com).



You **must be registered One Week in Advance of the Auction** to bid online. For online bidding information, call Kevin Jordan at Schrader Auction Co. - 800-451-2709.



St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# TRACT MAPS

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**



# TRACT MAPS





St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

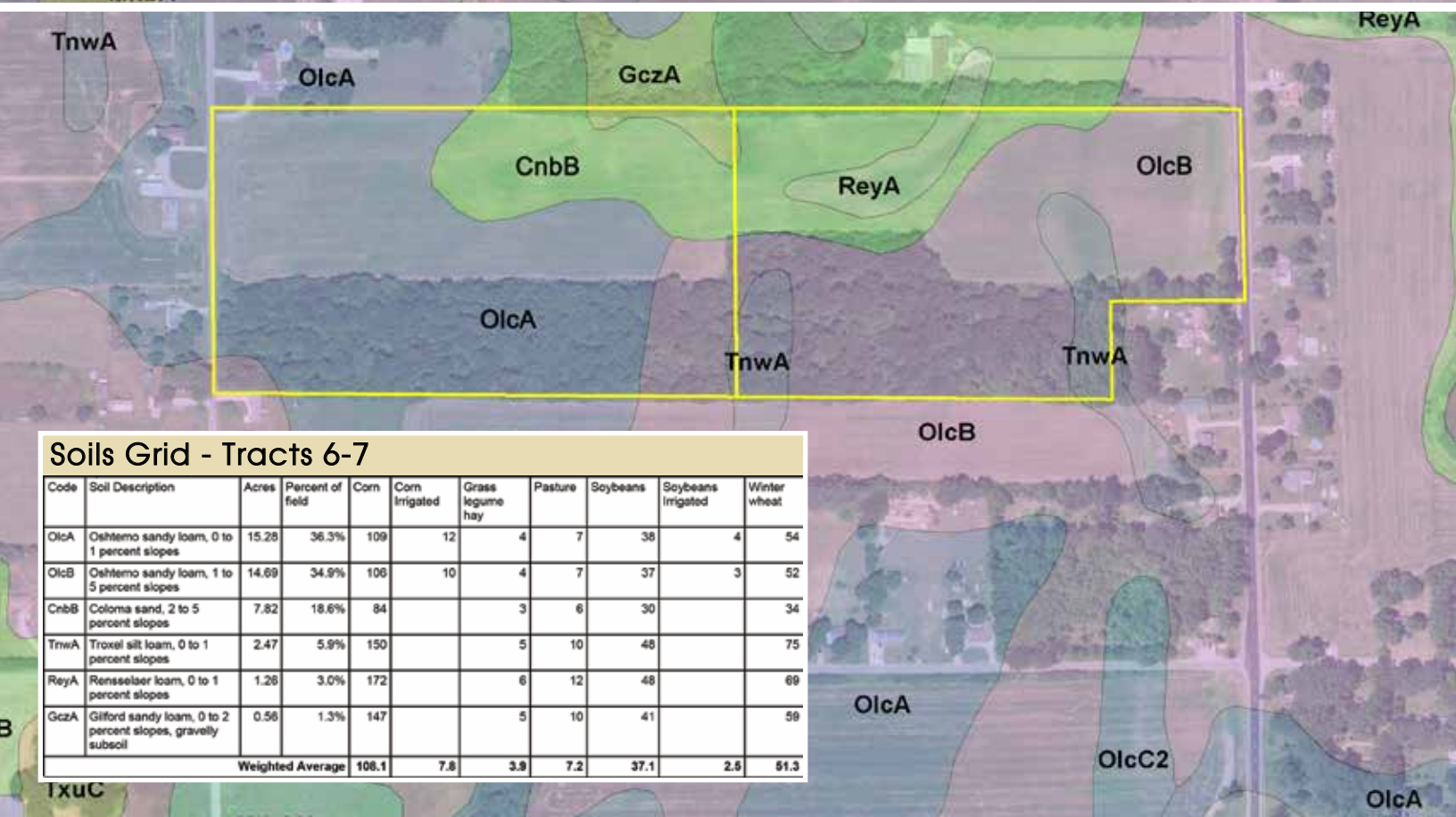
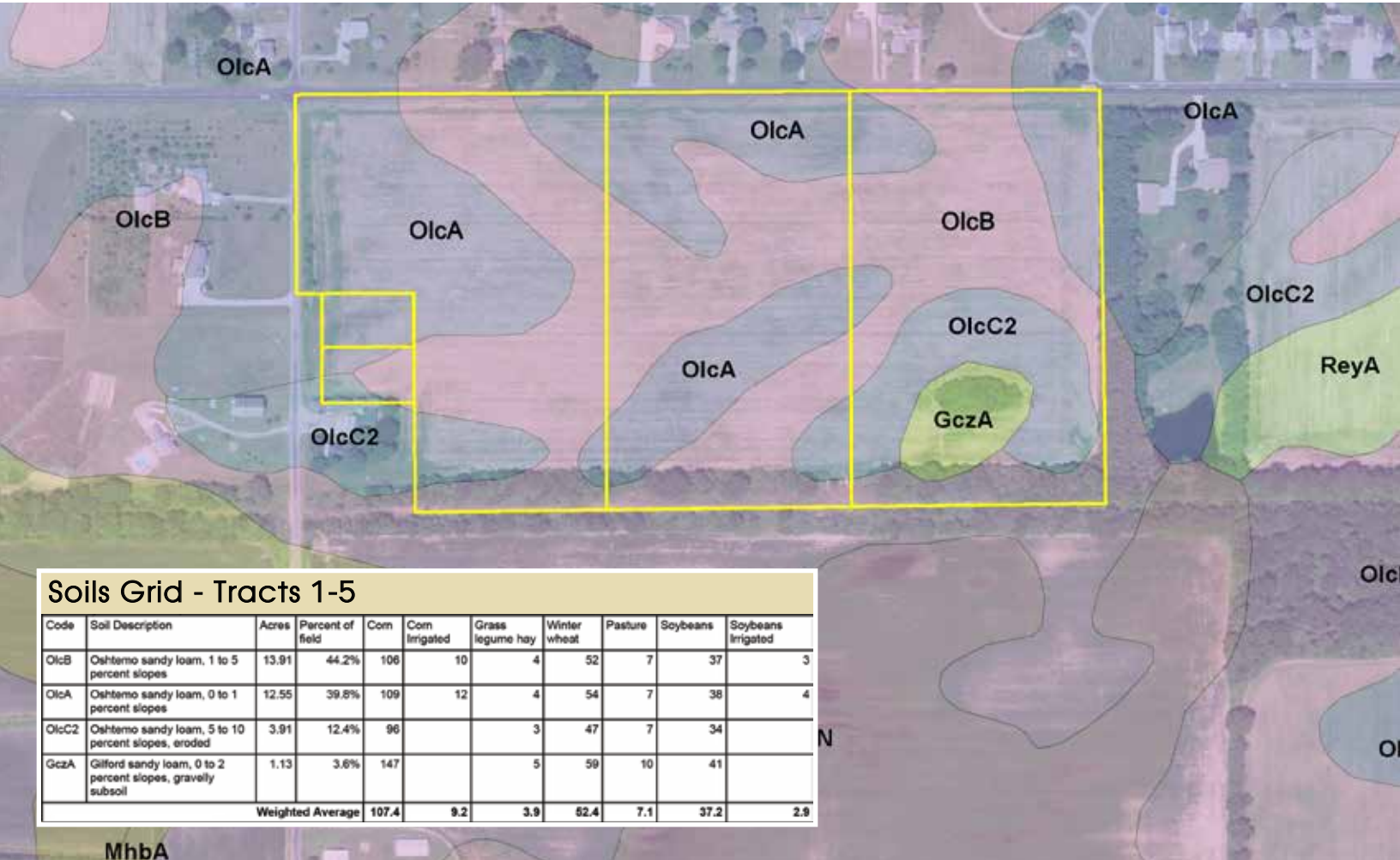
# SOILS MAPS

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**



# SOILS MAPS





St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

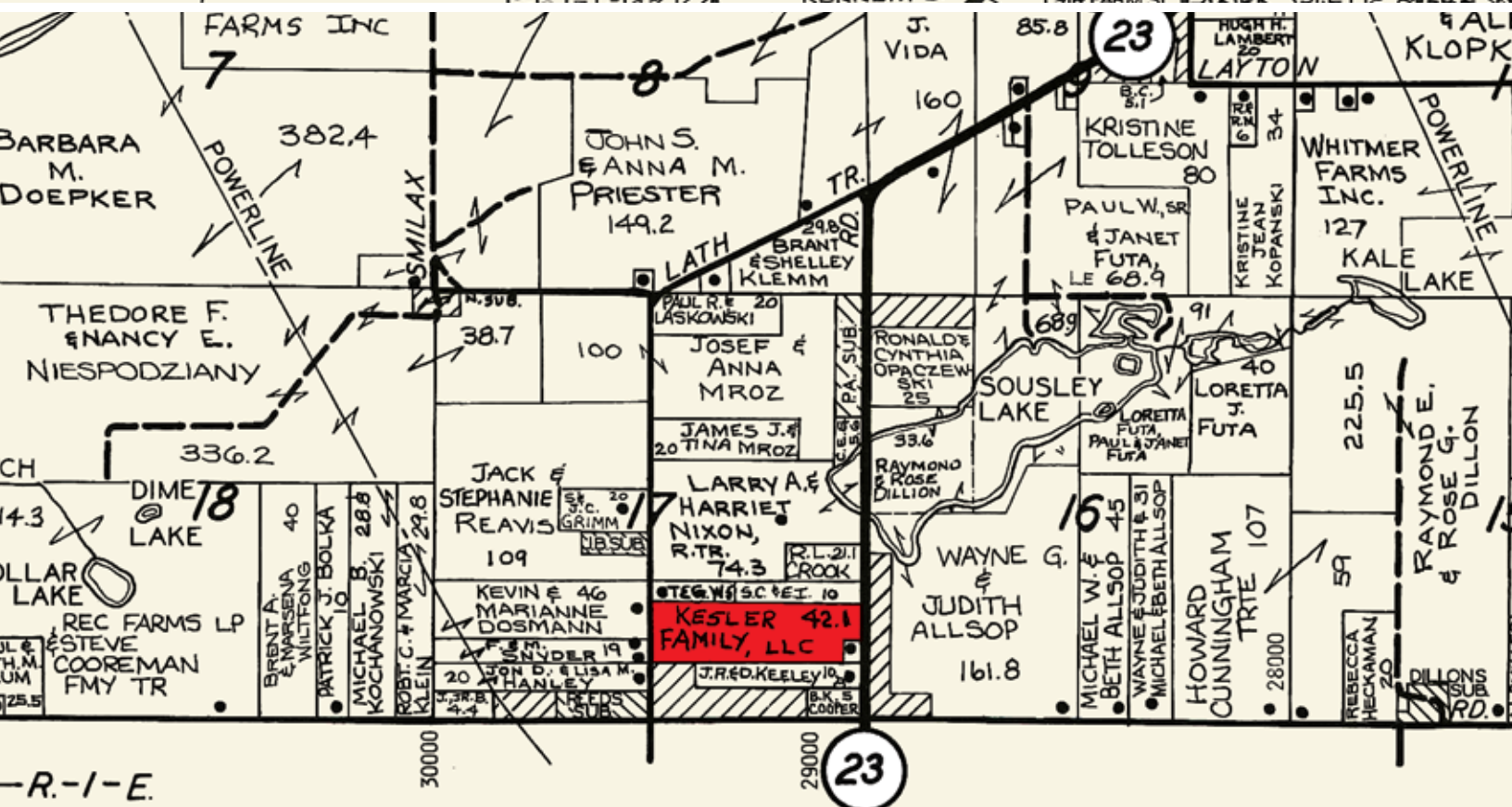
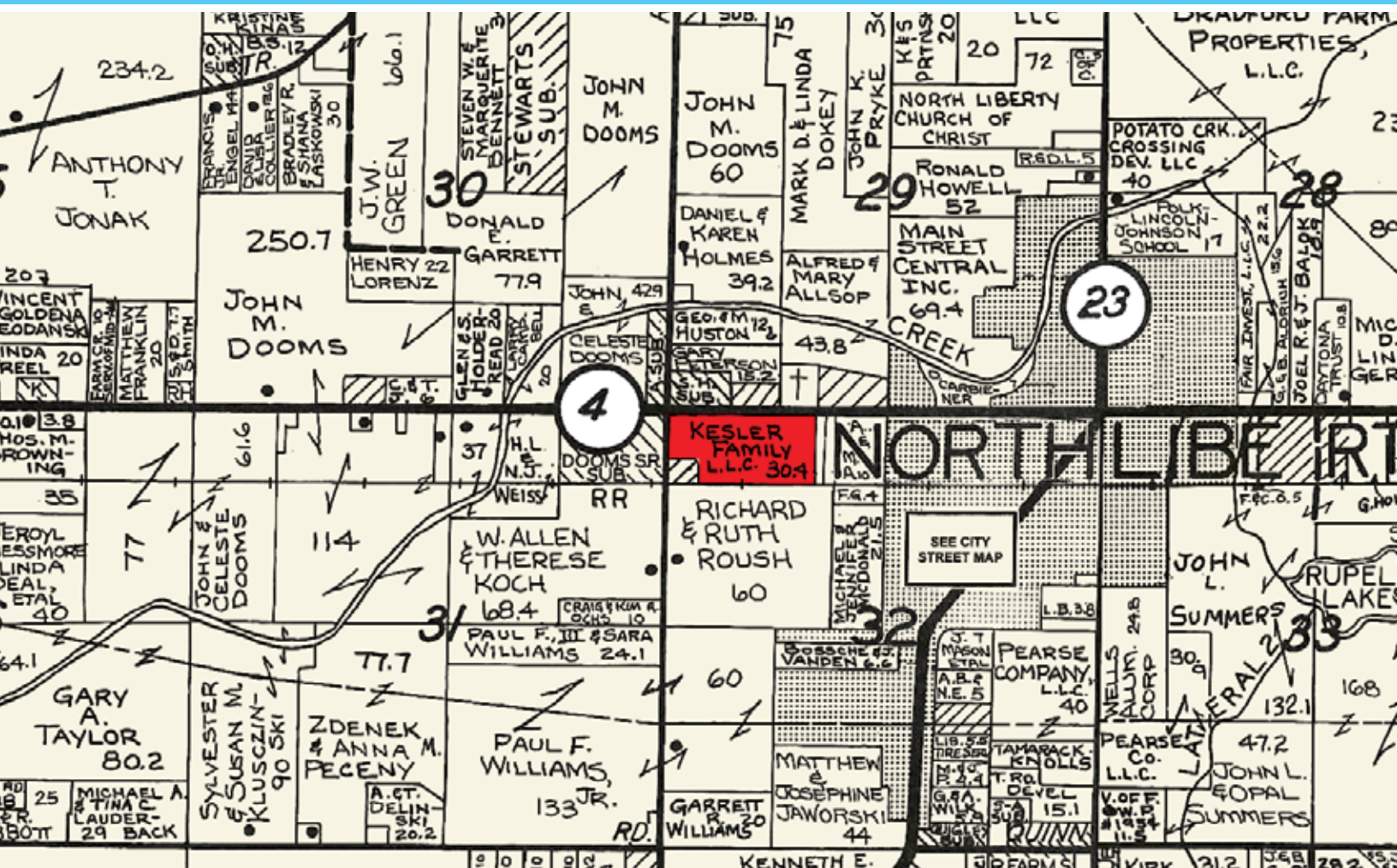
# PLAT MAPS

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**



## PLAT MAPS





St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# SURVEYS & ZONING

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**





## SCALE: 1" = 250'

# ZONING TRACTS 6-7

## AREA BOARD OF ZONING APPEALS

125 S. Lafayette Blvd.  
Suite 100  
South Bend, Indiana 46601  
(574) 235-9554  
FAX: (574) 235-5541

July 6, 2017

Kesler Family LLC  
815 W. 16<sup>th</sup> St.  
Mishawaka, IN 46544

RE: Petition for variance  
ABZA 7/5/17

Dear Petitioner:

This letter is to inform you that the Area Board of Zoning Appeals held a public hearing on your petition seeking a variance from the required 600' frontage to 478', on property located at 63775 St. Rd. 23, Greene Township. Zoned Agricultural.

The Board has determined that you have met the Standards as set forth in I.C.36-7-4-98.5; therefore the petition was granted.

If you have any questions regarding this matter please feel free to contact this office.

Sincerely,



Carolyn A. Henry  
Secretary to the Board

CC: Lang, Feeney & Associates



St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

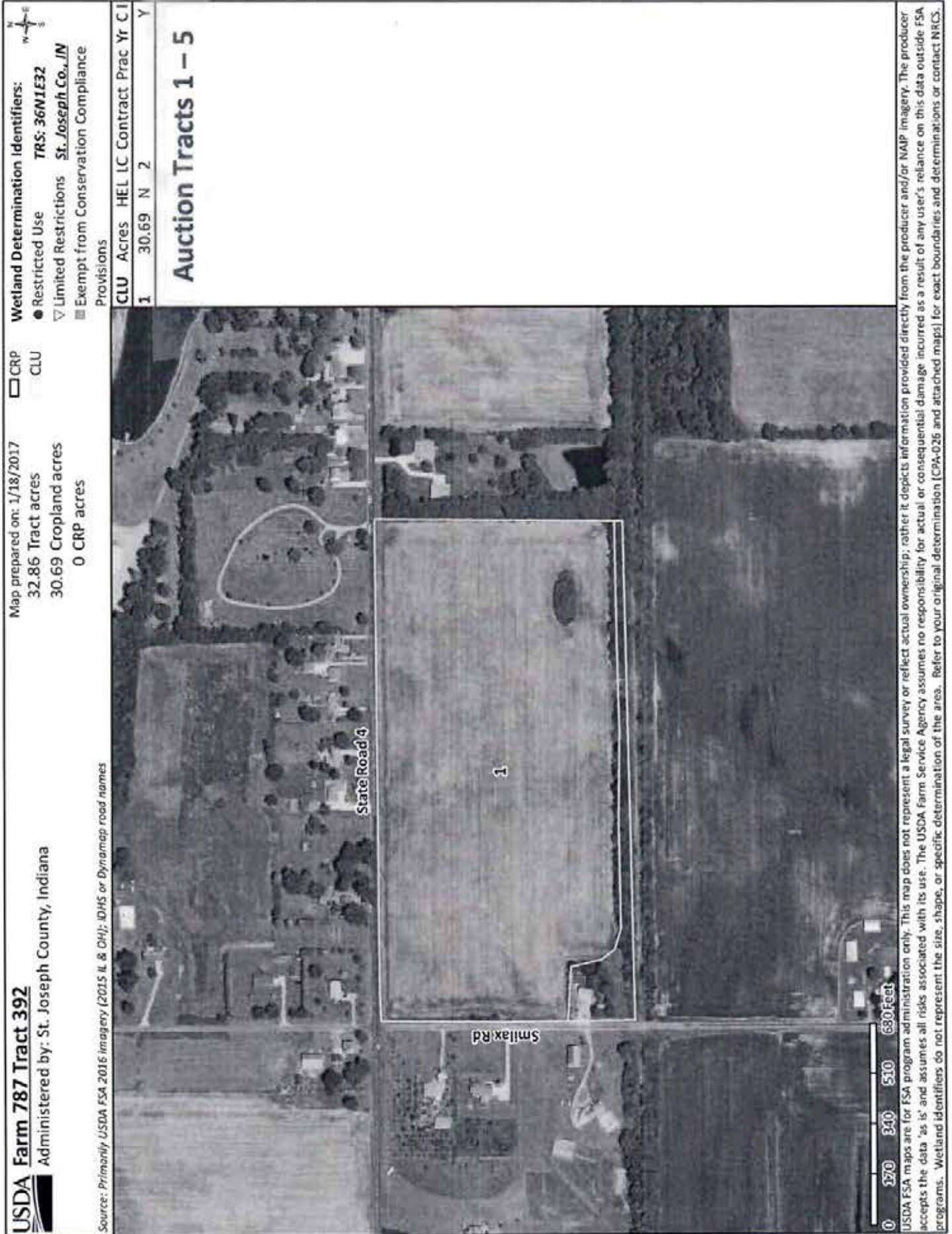
# FSA INFORMATION

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**

# FSA INFORMATION

## TRACTS 1-5





# FSA INFORMATION

## TRACTS 1-5

Indiana  
St. Joseph

U.S. Department of Agriculture  
Farm Service Agency  
Abbreviated 156 Farm Record

Report ID: FSA-156EZ

FARM: 787

Prepared: 7/12/17 8:23 AM

Crop Year: 2017

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
JOHN DOOMS		

Farms Associated with Operator:

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
32.86	30.69	30.69	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	30.69	0.0	0.0				

ARC/PLC			
ARC-IC NONE	ARC-CO CORN , SOYBN	PLC NONE	PLC-Default NONE

Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	25.9		94	0.0
SOYBEANS	4.1		29	0.0
Total Base Acres:	30.0			

Tract Number: 392 Description: C10/2B SEC. 31,32 R-1-E T-36-N

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Wetland determinations not complete

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
32.86	30.69	30.69	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	30.69	0.0	0.0		

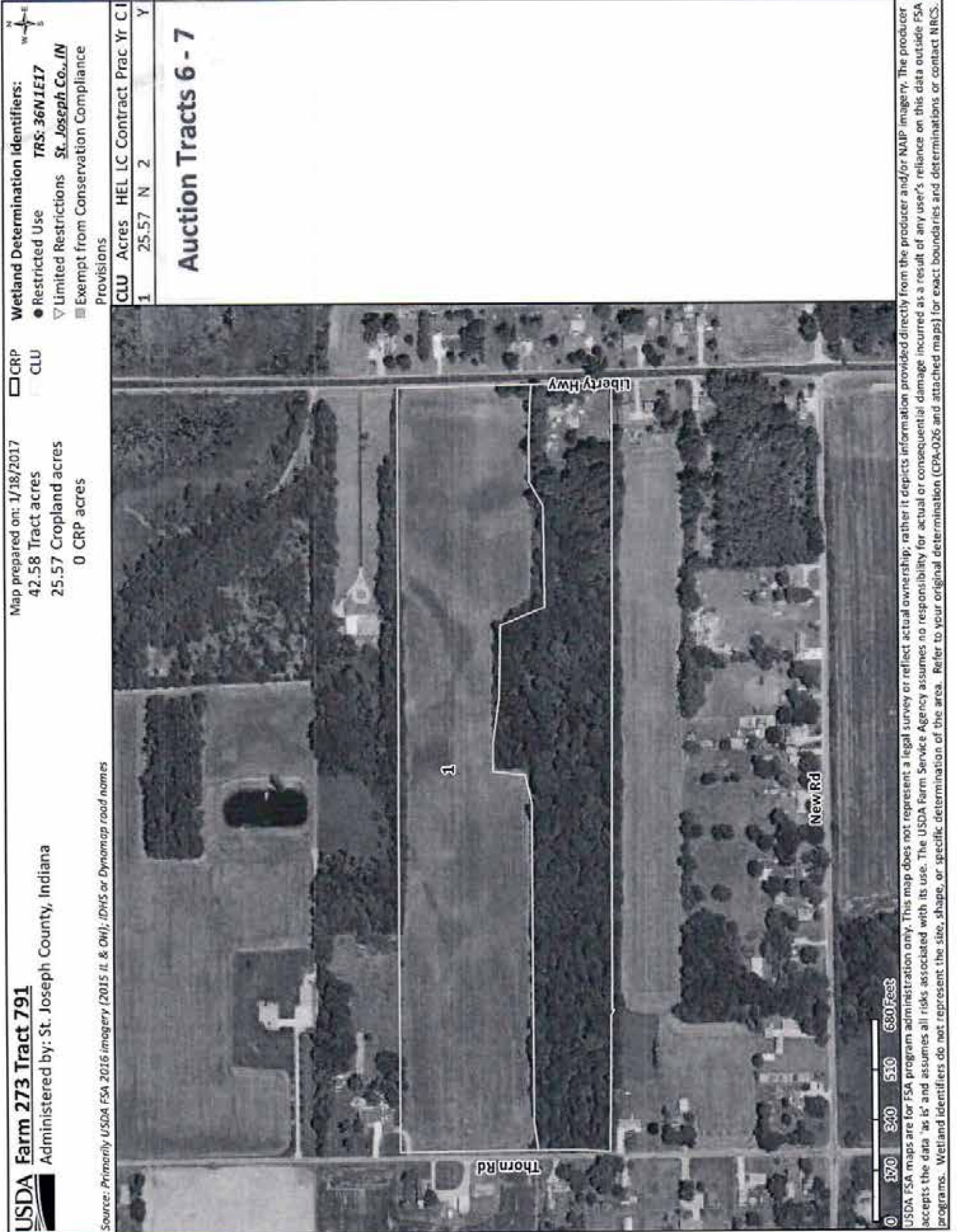
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	25.9		94	0.0
SOYBEANS	4.1		29	0.0
Total Base Acres:	30.0			

Owners: THE KESLER FAMILY LLC

Other Producers: None

# FSA INFORMATION

## TRACTS 6-7





# FSA INFORMATION

## TRACTS 6-7

Indiana  
St. Joseph

U.S. Department of Agriculture  
Farm Service Agency

### Abbreviated 156 Farm Record

Report ID: FSA-156EZ

FARM: 273

Prepared: 7/12/17 8:23 AM

Crop Year: 2017

Page: 1 of 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
JUDY ALLSOP		

Farms Associated with Operator:

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
42.58	25.57	25.57	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP				
0.0	0.0	25.57	0.0	0.0				

ARC/PLC				
ARC-IC NONE	ARC-CO CORN , SOYBN	PLC NONE	PLC-Default NONE	
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction
CORN	21.9		78	0.0
SOYBEANS	3.4		25	0.0
Total Base Acres:	25.3			

Tract Number: 791 Description: C9/2A SEC 17 R-1-E T-36-N

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP/EWP	CRP Cropland	GRP
42.58	25.57	25.57	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		
0.0	0.0	25.57	0.0	0.0		
Crop	Base Acreage	CTAP Tran Yield	PLC Yield	CCC-505 CRP Reduction		
CORN	21.9		78	0.0		
SOYBEANS	3.4		25	0.0		
Total Base Acres:	25.3					

Owners: THE KESLER FAMILY LLC

Other Producers: None





St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# IRRIGATION SOLUTIONS

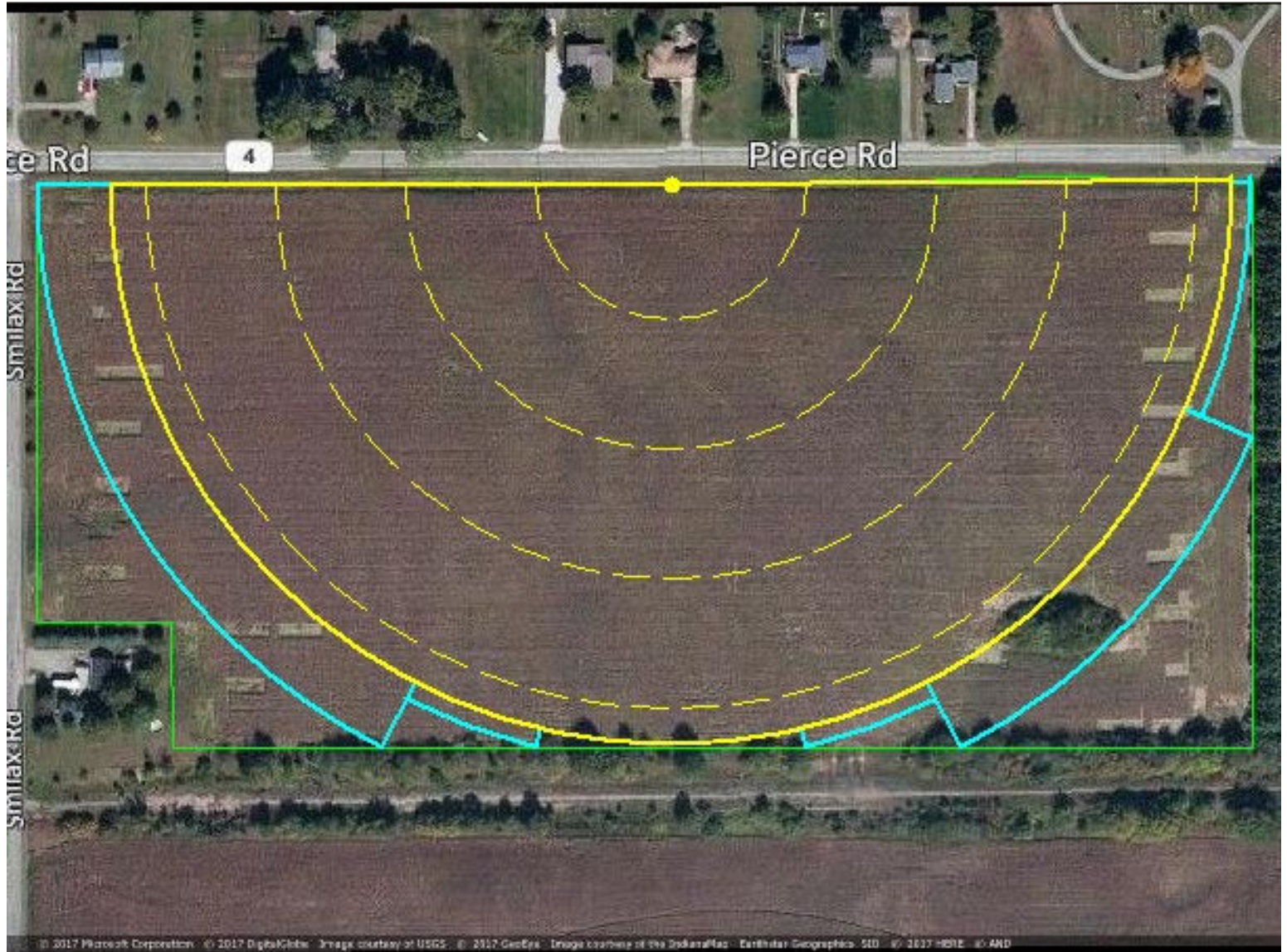
 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**



# IRRIGATION SOLUTION

## TRACTS 1-5





# IRRIGATION SOLUTION

## TRACTS 1-5

----- 774' 4T 8500P -----

Pivot Point: 41.534501° -86.443017°

Potential System Area:	21.87	System Length:	774.58 ft
Pivot Wetted Area:	21.69 acres	Number of Spans:	4
Corner Wetted Area:	NA	Degree of Sweep	180.51 Degrees
Endgun Wetted Area:	3.78 acres	Endgun Throw:	100.00 ft
Total Wetted Area:	25.47 acres	Field Area:	29.33 acres

### ----- Spans -----

Span #	Cumulative Length	Length	Diameter
1	187.83 ft	186'	6 - 5/8"
2	366.75 ft	179'	6 - 5/8"
3	545.67 ft	179'	6 - 5/8"
4	724.58 ft	179'	6 - 5/8"
Overhang:	771.58 ft	44 ft	5 - 9/16"

### ----- Primary Endgun -----

Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
114.00 / 153.20	24.00 / 63.20	41.5336 / -86.4404	41.5326 / -86.4417	1.30
207.60 / 270.40	117.60 / 180.50	41.5326 / -86.4443	41.5345 / -86.4458	2.08

### ----- Secondary Endgun -----

Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
90.00 / 114.00	0.10 / 24.00	41.5345 / -86.4401	41.5336 / -86.4404	0.19
153.20 / 166.90	63.20 / 77.00	41.5326 / -86.4417	41.5324 / -86.4423	0.11
193.80 / 207.60	103.90 / 117.60	41.5324 / -86.4436	41.5326 / -86.4443	0.11
270.40 / 270.40	180.50 / 180.50	41.5345 / -86.4458	41.5345 / -86.4458	0.00
270.40 / 270.40	180.50 / 180.50	41.5345 / -86.4458	41.5345 / -86.4458	0.00

# IRRIGATION SOLUTION

## TRACTS 6-7



Pipe				
	Name	Description	Size	Length
●	Pipe between tow points	Plastic Irrigation Pipe	6 x 80 PIP	1867.28 ft

Wire				
	Name	Description	Size	Length
●	Wire between tow points	Quad AI Direct Burial Wire & Pump Control Wire	4 AWG & 12/2	1871.49 ft
●	Main Power Wire	Quad AI Direct Burial Wire	AWG	325.72 ft



# IRRIGATION SOLUTION

## TRACTS 6-7

----- West Tow Point -----  
Pivot Point: 41.567028° -86.435384°

Potential System Area:	3.25	System Length:	208.17 ft
Pivot Wetted Area:	3.12 acres	Number of Spans:	1
Corner Wetted Area:	NA	Degree of Sweep	360 Degrees
Endgun Wetted Area:	2.00 acres	Endgun Throw:	100.00 ft
Total Wetted Area:	5.12 acres	Field Area:	24.15 acres

----- Spans -----			
Span #	Cumulative Length	Length	Diameter
1	180.17 ft	179'	6 - 5/8"
Overhang:	205.17 ft	22 ft	5 - 9/16"

----- Primary Endgun -----				
Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
46.00 / 133.20	46.00 / 133.20	41.5674 / -86.4348	41.5666 / -86.4348	0.90
226.20 / 313.60	226.20 / 313.60	41.5666 / -86.4359	41.5674 / -86.4359	0.90

----- Secondary Endgun -----				
Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
24.20 / 46.00	24.20 / 46.00	41.5675 / -86.4350	41.5674 / -86.4348	0.05
133.20 / 155.10	133.20 / 155.10	41.5666 / -86.4348	41.5665 / -86.4350	0.05
204.30 / 226.20	204.30 / 226.20	41.5665 / -86.4356	41.5666 / -86.4359	0.05
313.60 / 335.70	313.60 / 335.70	41.5674 / -86.4359	41.5675 / -86.4356	0.05

# IRRIGATION SOLUTION

## TRACTS 6-7

### ----- West Tow Point -----

Pivot Point: 41.567028° -86.435384°

Potential System Area:	3.25	System Length:	208.17 ft
Pivot Wetted Area:	3.12 acres	Number of Spans:	1
Corner Wetted Area:	NA	Degree of Sweep	360 Degrees
Endgun Wetted Area:	2.00 acres	Endgun Throw:	100.00 ft
Total Wetted Area:	5.12 acres	Field Area:	24.15 acres

### ----- Spans -----

Span #	Cumulative Length	Length	Diameter
1	180.17 ft	179'	6 - 5/8"
Overhang:	205.17 ft	22 ft	5 - 9/16"

### ----- Primary Endgun -----

Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
46.00 / 133.20	46.00 / 133.20	41.5674 / -86.4348	41.5666 / -86.4348	0.90
226.20 / 313.60	226.20 / 313.60	41.5666 / -86.4359	41.5674 / -86.4359	0.90

### ----- Secondary Endgun -----

Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
24.20 / 46.00	24.20 / 46.00	41.5675 / -86.4350	41.5674 / -86.4348	0.05
133.20 / 155.10	133.20 / 155.10	41.5666 / -86.4348	41.5665 / -86.4350	0.05
204.30 / 226.20	204.30 / 226.20	41.5665 / -86.4356	41.5666 / -86.4359	0.05
313.60 / 335.70	313.60 / 335.70	41.5674 / -86.4359	41.5675 / -86.4356	0.05



# IRRIGATION SOLUTION

## TRACTS 6-7

### ----- East Central Tow Point -----

Pivot Point: 41.567036° -86.430852°

Potential System Area:	2.54
Pivot Wetted Area:	2.07 acres
Corner Wetted Area:	NA
Endgun Wetted Area:	1.52 acres
Total Wetted Area:	3.59 acres

System Length:	208.17 ft
Number of Spans:	1
Degree of Sweep	238.07 Degrees
Endgun Throw:	100.00 ft
Field Area:	24.15 acres

### ----- Spans -----

Span #	Cumulative Length	Length	Diameter
1	180.17 ft	179'	6 - 5/8"
Overhang:	205.17 ft	22 ft	5 - 9/16"

### ----- Primary Endgun -----

Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
248.80 / 313.40	8.10 / 72.70	41.5668 / -86.4315	41.5674 / -86.4314	0.67
44.70 / 116.50	164.10 / 235.80	41.5674 / -86.4303	41.5667 / -86.4301	0.74

### ----- Secondary Endgun -----

Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
244.00 / 248.80	3.40 / 8.10	41.5667 / -86.4315	41.5668 / -86.4315	0.01
313.40 / 336.50	72.70 / 95.80	41.5674 / -86.4314	41.5675 / -86.4311	0.05
21.60 / 44.70	140.90 / 164.10	41.5675 / -86.4305	41.5674 / -86.4303	0.05

# IRRIGATION SOLUTION

## TRACTS 6-7

----- East Tow Point -----

Pivot Point: 41.567042° -86.428558°

Potential System Area:	3.61		System Length:	208.17 ft
Pivot Wetted Area:	3.13 acres		Number of Spans:	1
Corner Wetted Area:	NA		Degree of Sweep	360 Degrees
Endgun Wetted Area:	2.18 acres		Endgun Throw:	100.00 ft
Total Wetted Area:	5.31 acres		Field Area:	24.15 acres

----- Spans -----			
Span #	Cumulative Length	Length	Diameter
1	180.17 ft	179'	6 - 5/8"
Overhang:	205.17 ft	22 ft	5 - 9/16"

----- Primary Endgun -----				
Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
42.80 / 135.30	42.80 / 135.30	41.5674 / -86.4280	41.5666 / -86.4280	0.96
221.40 / 315.80	221.40 / 315.80	41.5666 / -86.4290	41.5674 / -86.4290	0.98

----- Secondary Endgun -----				
Start and Stop Angle Deg From North	Start and Stop Angle Deg From Start	Start Position Lat / Long	Stop Position Lat / Long	Area
14.40 / 42.80	14.40 / 42.80	41.5675 / -86.4283	41.5674 / -86.4280	0.06
135.30 / 163.70	135.30 / 163.70	41.5666 / -86.4280	41.5664 / -86.4283	0.06
192.70 / 221.40	192.70 / 221.40	41.5664 / -86.4287	41.5666 / -86.4290	0.06
315.80 / 343.80	315.80 / 343.80	41.5674 / -86.4290	41.5675 / -86.4287	0.06



St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# TITLE COMMITMENT

# TITLE COMMITMENT

## SCHEDULE A

### MERIDIAN TITLE CORPORATION

#### *Commercial Division South Bend*

202 South Michigan  
Suite 300  
South Bend, IN 46601  
574.232.5845  
574.289.1514 FAX  
www.Meridiantitle.com

---

File No.: 17-21215 Effective Date: July 18, 2017 at 8:00 AM

---

Customer Reference No.: Property Address: Multiple Parcels, North Liberty, IN 46554

---

Prepared For: Keith Lineback, Lineback Realty Amendment No. 1

1. Policy or Policies to be issued:

(a) ☐ ALTA Owner's Policy – 06/17/06 Amount  
Proposed Insured:

(b) ☐ ALTA Loan Policy – 06/17/06 Amount  
Proposed Insured:

2. The estate or interest in the land described or referred to in this Report is Fee Simple.

3. Title to said estate or interest in said land is at the effective date hereof vested in:

The Kesler Family, L.L.C., an Indiana limited liability company

4. The land referred to in this Search Report is located in the County of Saint Joseph, State of Indiana described as follows:

SEE ATTACHED EXHIBIT "A"



# TITLE COMMITMENT

File No.: 17-21215

SCHEDULE A

## EXHIBIT A

PARCEL I: A parcel of land located in the East Half of Section 17, Township 36 North, Range 1 East of the Second Principal Meridian in Greene Township, St. Joseph County, Indiana, more particularly described as follows: Commencing at an iron pipe at the South Quarter corner of said Section 17, said iron pipe being North 89 degrees 31'08" West 2639.43 feet from a brass plug in concrete at the Southeast corner of Section 17; thence North 00 degrees 34'35" East along the North-South centerline of Section 17 a distance of 722.00 feet to an iron pin at the Northwest corner of a parcel of land described in Deed Record 698, page 515, the point of beginning; thence South 89 degrees 31'08" East a distance of 660.00 feet to an iron pin at the Northeast corner of said parcel described in Deed record 698, page 515; thence South 89 degrees 25'54" East a distance of 1980.51 feet to a railroad spike on the East line of Section 17, said spike being North 00 degrees 38'32" East 684.42 feet from the Southeast corner of Section 17; thence North 00 degrees 38'32" East along the East line of Section 17 a distance of 744.79 feet to a railroad spike at the Southeast corner of a parcel of land described as "Parcel II" in Deed Record 794, page 605; thence North 88 degrees 57'45" West along the South line of said parcel described in Deed Record 794, page 605 and the prolongation of said South line a distance of 2641.46 feet to an iron pin on the North-South centerline of said Section 17; thence South 00 degrees 34'35" West a distance of 732.86 feet to the Point of Beginning. EXCEPTING therefrom the following described parcel of real estate: Commencing at a brass plug at the Southeast corner of said Section 17; thence North 00 degrees 38'32" East along the East line of Section 17 a distance of 684.42 feet to a railroad spike, the Point of Beginning; thence North 88 degrees 25'54" West a distance of 335.1 feet to an iron pipe; thence North 00 degrees 38'32" East a distance of 260.00 feet to an iron pipe; thence South 88 degrees 25'54" East a distance of 335.1 feet to a railroad spike on the East line of Section 17; thence South 00 degrees 38'32" West a distance of 260.00 feet to the Point of Beginning, containing 2.25 acres, more or less.

PARCEL II: A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Beginning at the Northwest corner of said Section 32; thence North 89°52'00" East 668.77 feet; thence South 00°11'59" West 830.49 feet to the North line of the Norfolk and Western Railroad; thence South 89°27'59" West 423.99 feet along said railroad line; thence North 00°00'00" East 420.00 feet; thence South 89°27'59" West 242.00 feet; thence North 00°00'00" East 415.20 feet to the point of beginning, containing 10.43 acres, more or less, together with the North Half of the abandoned railroad right-of-way lying South and adjacent.

PARCEL III: A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Commencing at the Northwest corner of said Section 32; thence North 89°52'00" East 668.77 feet to the point of beginning; thence continuing North 89°52'00" East 524.50 feet; thence South 00°11'59" West 826.80 feet to the North line of the Norfolk and Western Railroad; thence South 89°27'59" West 524.50 feet along said railroad line; thence North 00°11'59" East 830.49 feet to the point of beginning, containing 10.00 acres, more or less, together with the North Half of the abandoned railroad right-of-way lying South and adjacent.

PARCEL IV: A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Commencing at the Northwest corner of said Section 32; thence North 89°52'00" East 1193.27 feet to the point of beginning; thence continuing North 89°52'00" East 528.00 feet; thence South 00°11'59" West 823.08 feet to the North line of the Norfolk and Western Railroad; thence South 89°27'59" West 528.00 feet along said railroad line; thence North 00°11'59" East 826.80 feet to the point of beginning, containing 10.00 acres, more or less, together with the North Half of the abandoned railroad right-of-way lying South and adjacent.

PARCEL V: Lots Numbered One (1) and Two (2) as shown on the recorded Plat of Kesler's Minor Subdivision, recorded March 2, 1979 as Document Number 7908334 in the Office of the Recorder of Saint Joseph County, Indiana.

# TITLE COMMITMENT

File No.: 17-21215

SCHEDULE B

**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 hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Search Report.
2. Standard Exceptions:
  - a) Rights or claims of parties in possession not shown by the public records.
  - b) Easements, or claims of easements, not shown by the public records.
  - c) 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.
  - d) 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.
3. Special Exceptions:
  - a) Taxes for the year 2017 payable in 2018 are a lien not yet due and payable.

Taxes for the year 2016 payable in 2017 are as follows:

Key No. 05-1019-022803 - Greene (Parcel I)

State Id No. 71-12-17-400-017.000-010

1st installment due May 10, 2017 \$530.66 - Paid

2nd installment due Nov. 10, 2017 \$530.66 - Unpaid

Assessed Valuations: 2016/2017

Land \$45,100.00

Improvements \$0.00

Exemption (None) \$0.00

Net Valuations \$45,100.00

Key No. 07-1037-060806 - Liberty (Parcel II)

State Id No. 71-12-32-100-004.000-034

1st installment due May 10, 2017 \$142.66 - Paid

2nd installment due Nov. 10, 2017 \$142.66 - Unpaid

Assessed Valuations: 2016/2017

Land \$14,200.00

Improvements \$0.00

Exemption (None) \$0.00

Net Valuations \$14,200.00

Key No. 07-1037-060807 - Liberty (Parcel III)

State Id No. 71-12-32-100-005.000-034

1st installment due May 10, 2017 \$141.65 - Paid

2nd installment due Nov. 10, 2017 \$141.65 - Unpaid

Assessed Valuations: 2016/2017

Land \$14,100.00

Improvements \$0.00

Exemption (None) \$0.00



# TITLE COMMITMENT

File No.: 17-21215

SCHEDULE B

Net Valuations \$14,100.00

Key No. 07-1037-060805 - Liberty (Parcel IV)

State Id No. 71-12-32-100-006.000-034

1st installment due May 10, 2017 \$144.66 - Paid

2nd installment due Nov. 10, 2017 \$144.66 - Unpaid

Assessed Valuations: 2016/2017

Land \$14,400.00

Improvements \$0.00

Exemption (None) \$0.00

Net Valuations \$14,400.00

Key No. 07-1037-060804 - Liberty (Lot 1 Parcel V)

State Id No. 71-12-32-100-001.000-034

1st installment due May 10, 2017 \$10.04 - Paid

2nd installment due Nov. 10, 2017 \$10.04 - Unpaid

Assessed Valuations: 2016/2017

Land \$1,000.00

Improvements \$0.00

Exemption (None) \$0.00

Net Valuations \$1,000.00

Key No. 07-1037-060808 - Liberty (Lot 2 Parcel V)

State Id No. 71-12-32-100-002.000-034

1st installment due May 10, 2017 \$10.04 - Paid

2nd installment due Nov. 10, 2017 \$10.04 - Unpaid

Assessed Valuations: 2016/2017

Land \$1,000.00

Improvements \$0.00

Exemption (None) \$0.00

Net Valuations \$1,000.00

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer's office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer's or Auditor's Office should be made to determine the exact status and amount of taxes due, if any.

- b) Assessment for the Kankakee River Basin Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of \$5.00, principal. (Affects Parcel I)
- c) Assessment for the Kankakee River Basin Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of \$5.00, principal. (Affects Parcel II)

# TITLE COMMITMENT

File No.: 17-21215

SCHEDULE B

- d) Assessment for the Pine Creek Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of \$19.61, principal. (Affects Parcel II)
- e) Assessment for the Kankakee River Basin Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of \$5.00, principal. (Affects Parcel III)
- f) Assessment for the Pine Creek Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of 18.80, principal. (Affects Parcel III)
- g) Assessment for the Kankakee River Basin Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of \$5.00, principal. (Affects Parcel IV)
- h) Assessment for the Pine Creek Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of 18.80, principal. (Affects Parcel IV)
- i) Assessment for the Kankakee River Basin Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of \$5.00, principal. (Affects Lot 1)
- j) Assessment for the Pine Creek Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of 12.50, principal. (Affects Lot 1)
- k) Assessment for the Kankakee River Basin Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of \$5.00, principal. (Affects Lot 2)
- l) Assessment for the Pine Creek Ditch payable annually, until terminated or changed by order of the Drainage Board. Next installment due May 10, 2018 in the amount of 12.50, principal. (Affects Lot 2)
- m) Easement in favor of the Saint Joseph County Surveyor and Drainage Board to maintain Kankakee River Basin Ditch and Pine Creek Ditch pursuant to IC36-9-27-33 of the Indiana Drainage Code. Said easement affects an area that is measured at right angles from the top bank of said ditches and extended outward a distance of 75 feet.  
  
NOTE: Upon receipt of a survey which satisfactorily evidences that the property described in Schedule A is not within the easement area this exception shall be deleted.
- n) Subject to all legal highways and rights of way.
- o) Possible Rights of Way for legal drains and ditches, feeders and laterals, if any, and all rights therein.
- p) Easement and associated rights for electric transmission or distribution lines granted to George



# TITLE COMMITMENT

File No.: 17-21215

SCHEDULE B

Harden in an instrument dated January 23, 1939 and recorded April 26, 1940 in Miscellaneous Book 067, page 167 in the Office of the Recorder of Saint Joseph County, Indiana. (Affects Parcels II - V)

- q) Easement and associated rights granted to Northern Indiana Public Service Company in an instrument dated August 8, 1962 and recorded August 17, 1962 in Deed Book 630, page 117 in the Office of the Recorder of Saint Joseph County, Indiana.
- r) Thirty-five (35) foot building line back from and parallel with Smilax Road as shown by broken lines on the map of the recorded plat of Kesler's Minor Subdivision, recorded as Document Number 7908334 in the Office of the Recorder of Saint Joseph County, Indiana. (Affects Parcel V)
- s) Any inaccuracy in the area, square footage, or acreage of land described in Schedule A, if any. The Company does not insure the area, square footage, or acreage of the land.

## LIMITATION OF LIABILITY AND SEARCH

The liability of this Company shall not exceed \$1,000.00 for any loss covered hereunder, including attorney's fees and court costs.

This information in commitment form is not an abstract or opinion of title, nor is it a commitment to insure title. This information is furnished for reference purposes only and should not be relied upon for title purposes when acquiring or conveying an interest in the land. It may not be relied upon as a commitment to insure title to the land identified herein. If title insurance coverage is desired, application should be made for a title insurance commitment in a specified amount and identifying the proposed insured.

MERIDIAN TITLE CORPORATION



---

Kim Myers

# TITLE COMMITMENT

005-1019-022803

Transfer 15458  
Taxing Unit Greene  
Date 07/10/2017

**1717488**  
RECORDED AS PRESENTED ON  
07/10/2017 7:48 AM  
MARY BETH WISNIEWSKI  
ST. JOSEPH COUNTY  
RECORDER  
PGS: 6 FEES: 25.00

No SD Required AS

## AFFIDAVIT OF SCRIVENERS ERROR

That affiant Douglas V. Kesler certifies under oath that they following facts are true:

1. That the affiant is the duly appointed Power of Attorney for Helen M. Kesler as evidenced by the Instrument recorded as Document Number 9958572 in the Office of the Recorder of St. Joseph County, Indiana and as such am fully familiar with the facts as stated below.
2. That on or about February 7, 2005, a Deed was prepared by Ronald J. Jaicomo, Esq. for the transfer of property located in St. Joseph County, Indiana.
3. That this deed was fully executed and recorded on February 10, 2005, in the Office of the Recorder of St. Joseph County, Indiana as Document Number 0506251. See Exhibit "A" attached.
4. That the Grantor was Helen M. Kesler and the Grantee was The Kesler Family, L.L.C.
5. That I have has recently become aware that when the deed was recorded it inadvertently contained the incorrect legal description with regard to Parcel I
6. That the true and correct legal description of Parcel I of the property is as follows:

LNC- BG

A parcel of land located in the East Half of Section 17, Township 36 North, Range 1 East of the Second Principal Meridian in Greene Township, St. Joseph County, Indiana, more particularly described as follows: Commencing at an iron pipe at the South Quarter corner of said Section 17, said iron pipe being North 89 degrees 31'08" West 2639.43 feet from a brass plug in concrete at the Southeast corner of Section 17; thence North 00 degrees 34'35" East along the North-South centerline of Section 17 a distance of 722.00 feet to an iron pin at the Northwest corner of a



# TITLE COMMITMENT

parcel of land described in Deed Record 698, page 515, the point of beginning; thence South 89 degrees 31'08" East a distance of 660.00 feet to an iron pin at the Northeast corner of said parcel described in Deed record 698, page 515; thence South 89 degrees 25'54" East a distance of 1980.51 feet to a railroad spike on the East line of Section 17, said spike being North 00 degrees 38'32" East 684.42 feet from the Southeast corner of Section 17; thence North 00 degrees 38'32" East along the East line of Section 17 a distance of 744.79 feet to a railroad spike at the Southeast corner of a parcel of land described as "Parcel II" in Deed Record 794, page 605; thence North 88 degrees 57'45" West along the South line of said parcel described in Deed Record 794, page 605 and the prolongation of said South line a distance of 2641.46 feet to an iron pin on the North-South centerline of said Section 17; thence South 00 degrees 34'35" West a distance of 732.86 feet to the Point of Beginning. EXCEPTING therefrom the following described parcel of real estate: Commencing at a brass plug at the Southeast corner of said Section 17; thence North 00 degrees 38'32" East along the East line of Section 17 a distance of 684.42 feet to a railroad spike, the Point of Beginning; thence North 88 degrees 25'54" West a distance of 335.1 feet to an iron pipe; thence North 00 degrees 38'32" East a distance of 260.00 feet to an iron pipe; thence South 88 degrees 25'54" East a distance of 335.1 feet to a railroad spike on the East line of Section 17; thence South 00 degrees 38'32" West a distance of 260.00 feet to the Point of Beginning, containing 2.25 acres, more or less.

Key Number - 05-1019-022803

7. That I now make this affidavit for the purpose of re-recording the Deed to correct the scrivener's error and to provide recordable evidence of the correct legal description of the property to which is the subject of this transfer.
8. That the tax records for the above property were transferred correctly.

Dated: July 5, 2017  
South Bend, Indiana

  
Douglas V. Kesler

# TITLE COMMITMENT

State of Indiana                     )  
  )ss:  
County of St. Joseph             )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Douglas V. Kesler who acknowledged the execution of the foregoing affidavit and who, having been duly sworn, stated that the representations therein contained are true.

WITNESSED, my hand and Seal this 5<sup>th</sup> day of July, 2017.

My Commission Expires: 6/5/22

Alisha Krueger  
Printed Name of Notary Public

St. Joseph, Indiana  
Notary Public County and State of Residence

Alisha Krueger  
Signature of Notary Public



Grantees Address: 59590 Mayflower Road, South Bend, IN 46614  
Property Address Vacant Land SR 23, North Liberty, IN 46554

This instrument prepared by: Debra A. Guy, Attorney-at-Law IN#24473-71  
202 Michigan Street, South Bend, IN 46601  
~~17-10500~~ 21215

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. Debra Guy

# TITLE COMMITMENT

3 Mail  
Sopko Trust  
Habit

Transfer 14810  
Taxing Unit GREENE LIBERTY  
Date 02-10-05

0506251

RECORDED ON

02/10/2005 04:13:23PM

TERRI J. RETHLAKE  
ST. JOSEPH COUNTY  
RECORDER

REC FEE: \$18.00  
PAGES: 3

AUDITOR'S RECORD

Transfer No. \_\_\_\_\_  
Taxing Unit \_\_\_\_\_  
Date \_\_\_\_\_

MAIL DEED TO:  
The Kesler Family, L.L.C.  
59590 Mayflower Road  
South Bend, IN 46614

MAIL TAX BILLS TO:  
Same

KEY NUMBERS:

## WARRANTY DEED

HELEN M. KESLER, an adult person,

*The Grantor*

Conveys and Warrants to

THE KESLER FAMILY, L.L.C., an Indiana limited liability company,  
*The Grantee*

For and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in St. Joseph County, in the State of Indiana, to wit:

See attached Exhibit A.

Subject to covenants, restrictions and easements of record.

Subject to legal highways.

Subject to all unpaid taxes and assessments for the year 2005 due and payable in 2006 and for all subsequent years, which the grantee herein agrees to assume and pay.

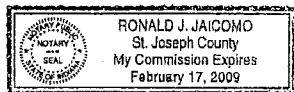
Helen M. Kesler, a resident of St. Joseph County, Indiana, was married to and resided with Orval D. Kesler until the date of his death on April 7, 1986.

Signed and dated this 7 day of February, 2005.

*Helen M. Kesler*  
*By Douglas V. Kesler POA #*  
Helen M. Kesler  
By: Douglas V. Kesler, Power of Attorney **9958572**

STATE OF INDIANA )  
                                  ) SS:  
ST. JOSEPH COUNTY )

Before me, a Notary Public in and for said County and State, personally appeared Douglas V. Kesler under Power of Attorney for Helen M. Kesler and acknowledged the execution of the foregoing Warranty Deed on the 7<sup>th</sup> day of February, 2005.



*Ronald J. Jaicomo*  
*[Signature]*

THIS INSTRUMENT PREPARED BY: Ronald J. Jaicomo, Attorney at Law, 5th Floor - Plaza Building, 210 South Michigan St., P.O. Box 300, South Bend, Indiana 46624; (574) 234-3000.

rjj\relkeslerWarDeed2  
1d011705h

DULY ENTERED FOR TAXATION  
MICHAEL C. EBY  
ST. JOSEPH CO. INDIANA

Exhibit "A"



# TITLE COMMITMENT

## EXHIBIT A

### Parcel I:

A parcel of land located in the Southeast Quarter (1/4) of Section 17, Township 36 North, Range 1 East and more particularly described as follows: 247.5 feet in uniform width taken off of and from the entire South side of a tract 495 feet in uniform width taken off of and from the entire North side of a tract described as 110 acres off of and from the entire South side of the Southeast Quarter (1/4) of said Section 17 containing 15 acres more or less.

Key #05-1019-022803.

Commonly known as State Road 23 (north of New Road containing approximately 42.08 acres).

### Parcel II:

A parcel of land twenty-nine (29) rods square, taken out of the Northwest corner of the Northwest Quarter (1/4) of the Southeast Quarter (1/4) of Section Number twenty-nine (29), Township thirty-seven (37) North, Range Two (2) East.

Key #05-1035-047302.

Commonly known as Lot 3, Helen M. Kesler Minor Subdivision.

### Parcel III:

A parcel of land beginning at a point in the East line of the Mayflower Road, which point is Forty Five (45) feet East and Two Thousand and Twenty Two (2022) feet South of the Northwest corner of the North East Quarter (1/4) of the Section Twenty Nine (29), Township Thirty Seven (37) North, Range Two (2) East, from thence running East parallel with the North line of said Section Two Hundred Ninety Two (292) feet; thence South parallel with the East line of Mayflower Road Sixty Six (66) feet thence West in a straight line Two Hundred Ninety Two (292) feet to a point in the East line of said road Sixty Six (66) feet South of the place of the beginning; thence North along the East line of said road to the place of beginning, being Lot Numbered Fifty Two (52) in an unrecorded plat of Dollar Lake First Subdivision in Greene Township. All in St. Joseph County, Indiana. Subject to legal highways.

Key #05-1035-045756.

### Parcel IV:

A tract or parcel of land in the South West quarter of the North East quarter of Section No. 29, in Township No. 37 North, Range No. 2 East, described as follows, viz: Beginning at a point 275.4 feet North and 45 feet East of the center of said Section No. 29; running thence North a distance of 289 feet to the North West corner of Lot Numbered 53 as shown on the proposed Plat of Dollar Lake Sub-division; thence East a distance of 292 feet; thence South 264.1 feet, more or less, to the North East corner of a tract of land conveyed to Orval D. Kesler and Helen M. Kesler, husband and wife, by deed dated April 18, 1951, recorded April 23, 1951, in Deed Record 484, page 30, in the Recorder's Office of St. Joseph County, Indiana; thence running Southwesterly a distance of 293 feet to the place of beginning.

Key #05-1035-045743,

Commonly known as Lots 53 and 54 and irregular tract.

### Parcel V:

A tract of land in the South West Quarter (SW 1/4) of the North East Quarter (NE 1/4) of Section Number Twenty-nine (29), Township No. Thirty-seven (37) North, Range No. Two (2) East, described as follows, viz: Beginning at a point 275.4 feet North and 45 feet East of the center of said Section No. 29; thence South along the East line of the Mayflower Road a distance of 137.4 feet; thence South 55 degrees 31 minutes East, a distance of 175.5 feet to the Northerly line of the Liberty Highway, at a point 30 feet (measured at right angles) from the center line of said Liberty Highway; thence Northeasterly along the said Northerly line of the Liberty Highway, a distance of 223.9 feet; thence Northwesterly (at right angles to said Northerly line of said Liberty Highway) a distance of 196.7 feet; thence Southwesterly a distance of 293 feet, more or less, to the place of beginning.

Key #05-1035-045209.

Commonly known as the Apartment House at the Northeast corner of Mayflower and State Road 23.

# TITLE COMMITMENT

## Parcel VI:

A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Commencing at the northwest corner of said Section 32; thence N 89°52'00" E, 1193.27 feet to the point of beginning; thence continuing N 89°52'00" E, 528.00 feet; thence S 00°11'59" W, 823.08 feet to the north line of the Norfolk and Western Railroad; thence S 89°27'59" W, 528.00 feet along said railroad line; thence N 00°11'59" E, 826.80 feet to the point of beginning, containing  $\pm$  10.00 acres, on State Road 4.

Key #07-1037-060805.

## Parcel VII:

A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Beginning at the northwest corner of said Section 32; thence N 89°52'00" E, 668.77 feet; thence S 00°11'59" W, 830.49 feet to the north line of the Norfolk and Western Railroad; thence S 89°27'59" W, 423.99 feet along said railroad line; thence N 00°00'00" E, 420.00 feet; thence S 89°27'59" W, 242.00 feet; thence N 00°00'00" E, 415.20 feet to the point of beginning, containing  $\pm$  10.43 acres on State Road 4.

Key #07-1037-060806.

## Parcel VIII:

A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Commencing at the northwest corner of said Section 32; thence N 89°52'00" E, 668.77 feet to the point of beginning; thence continuing N 89°52'00" E, 524.50 feet; thence S 00°11'59" W, 826.80 feet to the north line of the Norfolk and Western Railroad; thence S 89°27'59" W, 524.50 feet along said railroad line; thence N 00°11'59" E, 830.49 feet to the point of beginning, containing  $\pm$  10.00 acres, located on State Road 4.

Key #07-1037-060807.

## Parcel IX:

Commencing at the northwest corner of the northwest quarter of section 32, T. 36 N., R. 1 E.; thence S. 00°00'00" W. along the west line of said section 32 (Smilax Road) a distance of 415.20 feet to the place of beginning; thence N. 89°27'59" E. a distance of 242.00 feet; thence S. 00°00'00" W. and parallel with the said west line of section 32 a distance of 240.00 feet; thence S. 89°27'59" W. a distance of 242.00 feet to the west line of said section 32 (Smilax Road); thence N. 00°00'00" E along the said west line of section 32 (Smilax Road) a distance of 240.00 feet to the place of beginning and containing 1.33 acres, more or less and being subject to legal highways.

Key #07-1037-060804 and Key #07-1037-060808.

Lots 1 and 2 of Kesler's Minor Subdivision.

# TITLE COMMITMENT

Transfer 15899  
Taxing Unit Liberty  
Date 07/17/2017

No SD Required AS

**1718589**  
RECORDED AS PRESENTED ON  
07/17/2017 10:19 AM  
MARY BETH WISNIEWSKI  
ST. JOSEPH COUNTY  
RECORDER  
PGS: 3 FEES: 25.00

## AFFIDAVIT IN AID OF TITLE

That affiant The Kesler Family, L.L.C., certify under oath that the following facts are true:

1. That the affiant is the owner of the property that is the subject of this affidavit and as such they are fully familiar with the facts as stated in the Affidavit.
2. That The Kesler Family, L.L.C. is the fee owners of the following real estate located in the County of St. Joseph, State of Indiana, to wit:

A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Beginning at the Northwest corner of said Section 32; thence North 89°52'00" East 668.77 feet; thence South 00°11'59" West 830.49 feet to the North line of the Norfolk and Western Railroad; thence South 89°27'59" West 423.99 feet along said railroad line; thence North 00°00'00" East 420.00 feet; thence South 89°27'59" West 242.00 feet; thence North 00°00'00" East 415.20 feet to the point of beginning, containing 10.43 acres, more or less.

3. That the above property is adjacent to a portion of abandoned railroad right of way.
4. That said railroad right of way is described in Deed Record 48, Page 291, recorded October 29, 1872, in the Office of the Recorder of St. Joseph County, Indiana.
5. That the legal description of the abandoned railroad right of way that is adjacent to the above fee is as follows:

The North Half (1/2) of the abandoned Norfolk and Southern Railroad lying South and adjacent to the above referenced property.

6. That in accordance with Indiana Code Section 32-23-11-10(b) since the railroad has abandoned its rights to the right of way, the



# TITLE COMMITMENT

railroad's interest vests in the affiants who are the owners of the adjoining fee.

7. That there are no valid public utility, communication, cable television, fiber optic or pipeline easements, license or legal occupancy granted by the railroad prior to the date on which the railroad abandoned the right of way.
8. That I now make this affidavit for the purpose of aiding the title to the real estate and inducing the Auditor to transfer the abandoned railroad right of way to the affiants in accordance with the rerecording the Indiana Code Section 32-23-11-10(b)

Dated: July 11, 2017  
South Bend Indiana

The Kesler Family, L.L.C.

Douglas V. Kesler, Member  
Douglas V. Kesler, Member

State of Indiana                     )  
  )ss:  
County of St. Joseph             )

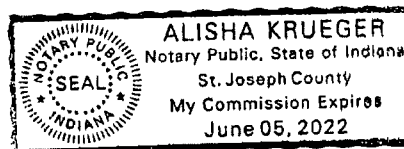
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Douglas V. Kesler, Member of The Kesler Family, L.L.C., who acknowledged the execution of the foregoing affidavit and who, having been duly sworn, stated that the representations therein contained are true.

WITNESSED, my hand and Seal this 11th day of July, 2017

My Commission expires 6/5/22

Alisha Krueger  
Notary Public

Alisha Krueger  
Printed Name of Notary



# TITLE COMMITMENT

St. Joseph, Indiana  
Notary Public County and State of Residence

This instrument was prepared by: Debra A. Guy, Attorney at Law #IN24473-71  
202 S. Michigan Street, South Bend, IN 46601

Property Address, Grantees Address  
Mail Tax Statements to:  
23598 Osborne  
South Bend, IN 46614

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. Debra A, Guy

# TITLE COMMITMENT

Transfer 15900  
Taxing Unit Liberty  
Date 07/17/2017

No SD Required AS

**1718590**  
RECORDED AS PRESENTED ON  
07/17/2017 10:19 AM  
MARY BETH WISNIEWSKI  
ST. JOSEPH COUNTY  
RECORDER  
PGS: 3 FEES: 25.00

## AFFIDAVIT IN AID OF TITLE

That affiant The Kesler Family, L.L.C., certify under oath that the following facts are true:

1. That the affiant is the owner of the property that is the subject of this affidavit and as such they are fully familiar with the facts as stated in the Affidavit.
2. That The Kesler Family, L.L.C. is the fee owners of the following real estate located in the County of St. Joseph, State of Indiana, to wit:

A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Commencing at the Northwest corner of said Section 32; thence North 89°52'00" East 668.77 feet to the point of beginning; thence continuing North 89°52'00" East 524.50 feet; thence South 00°11'59" West 826.80 feet to the North line of the Norfolk and Western Railroad; thence South 89°27'59" West 524.50 feet along said railroad line; thence North 00°11'59" East 830.49 feet to the point of beginning, containing 10.00 acres, more or less.

3. That the above property is adjacent to a portion of abandoned railroad right of way.
4. That said railroad right of way is described in Deed Record 48, Page 291, recorded October 29, 1872, in the Office of the Recorder of St. Joseph County, Indiana.
5. That the legal description of the abandoned railroad right of way that is adjacent to the above fee is as follows:

The North Half (1/2) of the abandoned Norfolk and Southern Railroad lying South and adjacent to the above referenced property.

6. That in accordance with Indiana Code Section 32-23-11-10(b) since the railroad has abandoned its rights to the right of way, the railroad's interest vests in the affiants who are the owners of the adjoining fee.



# TITLE COMMITMENT

7. That there are no valid public utility, communication, cable television, fiber optic or pipeline easements, license or legal occupancy granted by the railroad prior to the date on which the railroad abandoned the right of way.
8. That I now make this affidavit for the purpose of aiding the title to the real estate and inducing the Auditor to transfer the abandoned railroad right of way to the affiants in accordance with the rerecording the Indiana Code Section 32-23-11-10(b)

Dated: July 11, 2017  
South Bend Indiana

The Kesler Family, L.L.C.

Douglas V. Kesler, Member  
Douglas V. Kesler, Member

State of Indiana                     )  
  )ss:  
County of St. Joseph             )

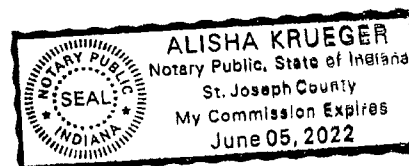
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Douglas V. Kesler, Member of The Kesler Family, L.L.C., who acknowledged the execution of the foregoing affidavit and who, having been duly sworn, stated that the representations therein contained are true.

WITNESSED, my hand and Seal this 11th day of July, 2017

My Commission expires 6/5/22 Alisha Krueger  
Notary Public

Alisha Krueger  
Printed Name of Notary

St. Joseph, Indiana  
Notary Public County and State of Residence



# TITLE COMMITMENT

This instrument was prepared by: Debra A. Guy, Attorney at Law #IN24473-71  
202 S. Michigan Street, South Bend, IN 46601

Property Address, Grantees Address  
Mail Tax Statements to:  
23598 Osborne  
South Bend, IN 46614

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. Debra A. Guy

# TITLE COMMITMENT

Transfer 15901  
Taxing Unit Liberty  
Date 07/17/2017

No SD Required AS

## AFFIDAVIT IN AID OF TITLE

**1718591**  
RECORDED AS PRESENTED ON  
07/17/2017 10:19 AM  
MARY BETH WISNIEWSKI  
ST. JOSEPH COUNTY  
RECORDER  
PGS: 3 FEES: 25.00

That affiant The Kesler Family, L.L.C., certify under oath that the following facts are true:

1. That the affiant is the owner of the property that is the subject of this affidavit and as such they are fully familiar with the facts as stated in the Affidavit.
2. That The Kesler Family, L.L.C. is the fee owners of the following real estate located in the County of St. Joseph, State of Indiana, to wit:  
  
A tract of land in the Northwest Quarter of Section 32, Township 36 North, Range 1 East, St. Joseph County, Indiana, described as follows: Commencing at the Northwest corner of said Section 32; thence North 89°52'00" East 1193.27 feet to the point of beginning; thence continuing North 89°52'00" East 528.00 feet; thence South 00°11'59" West 823.08 feet to the North line of the Norfolk and Western Railroad; thence South 89°27'59" West 528.00 feet along said railroad line; thence North 00°11'59" East 826.80 feet to the point of beginning, containing 10.00 acres, more or less.
3. That the above property is adjacent to a portion of abandoned railroad right of way.
4. That said railroad right of way is described in Deed Record 48, Page 291, recorded October 29, 1872, in the Office of the Recorder of St. Joseph County, Indiana.
5. That the legal description of the abandoned railroad right of way that is adjacent to the above fee is as follows:  
  
The North Half (1/2) of the abandoned Norfolk and Southern Railroad lying South and adjacent to the above referenced property.
6. That in accordance with Indiana Code Section 32-23-11-10(b) since the railroad has abandoned its rights to the right of way, the railroad's interest vests in the affiants who are the owners of the adjoining fee.

DULY ENTERED FOR TAXATION  
ST. JOSEPH CO. INDIANA  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



# TITLE COMMITMENT

7. That there are no valid public utility, communication, cable television, fiber optic or pipeline easements, license or legal occupancy granted by the railroad prior to the date on which the railroad abandoned the right of way.
8. That I now make this affidavit for the purpose of aiding the title to the real estate and inducing the Auditor to transfer the abandoned railroad right of way to the affiants in accordance with the rerecording the Indiana Code Section 32-23-11-10(b)

Dated: July 11, 2017  
South Bend Indiana

The Kesler Family, L.L.C.

Douglas V. Kesler, Member  
Douglas V. Kesler, Member

State of Indiana                    )  
  )ss:  
County of St. Joseph            )

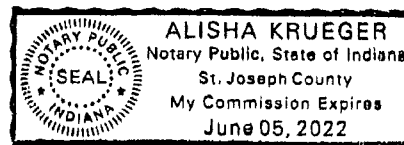
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Douglas V. Kesler, Member of The Kesler Family, L.L.C., who acknowledged the execution of the foregoing affidavit and who, having been duly sworn, stated that the representations therein contained are true.

WITNESSED, my hand and Seal this 11th day of July, 2017

My Commission expires 6/5/22 Alisha Krueger  
Notary Public

Alisha Krueger  
Printed Name of Notary

St. Joseph, Indiana  
Notary Public County and State of Residence



# TITLE COMMITMENT

This instrument was prepared by: Debra A. Guy, Attorney at Law #IN24473-71  
202 S. Michigan Street, South Bend, IN 46601

Property Address, Grantees Address  
Mail Tax Statements to:  
23598 Osborne  
South Bend, IN 46614

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. Debra A. Guy

St Joseph County, Indiana  
Tillable Cropland • Potential Building Sites

# PROPERTY PHOTOS

 ONLINE BIDDING AVAILABLE

 **SCHRADER**  
Real Estate and Auction Company, Inc.  
**800.451.2709 • [SchraderAuction.com](http://SchraderAuction.com)**



Tract 3 looking east from Smilax Rd



Tracts 6-7





TRACT 6



Tract 7 on Thorn Rd





TRACTS 1-5



TRACTS 1-5





TRACTS 1-5



TRACTS 1-5





TRACTS 6-7



TRACTS 6-7





TRACTS 6-7



TRACTS 6-7







950 North Liberty Drive, Columbia City, IN 46725  
800.451.2709 • 260.244.7606 • [www.schraderauction.com](http://www.schraderauction.com)

